

THE SECRETARY OF STATE FOR EDUCATION

- AND -

SCHOOL-LED DEVELOPMENT TRUST

**FRAMEWORK AGREEMENT
for the Institute of Teaching**

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THIS FRAMEWORK AGREEMENT is made on 25 May 2022

BETWEEN

1. **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("The Department"); and
 2. **SCHOOL-LED DEVELOPMENT TRUST** (13429740) whose registered office is at Outwood Grange Academies Trust, Potovens Lane, Wakefield, WF1 2PF (the "Contractor");
- together, the "Parties"

WHEREAS:

- a) On 19th April 2021 the Department placed a Contract Notice in the Find a Tender service seeking invitations to tender from organisations interested in being appointed to a Framework Agreement and responsible for establishing and running the Institute.
- b) Following a selection and award process, the Contractor was appointed to the framework and requested to enter into this Framework Agreement with the Department and has agreed to supply the Services to the Department and Schools under Call Off Contracts that are entered into under the Framework Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATIONS

- 1.1. As used in this Framework Agreement:
 - 1.1.1. the terms and expressions set out in Schedule 1 shall have the meanings set out therein;
 - 1.1.2. the masculine includes the feminine and the neuter;
 - 1.1.3. the singular includes the plural and vice versa; and
 - 1.1.4. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".
- 1.2. In this Framework Agreement words and phrases with a first capital letter (or any derivation thereof) shall have the meanings set out in Schedule 1.
- 1.3. In this Framework Agreement except where the context otherwise requires:
 - 1.3.1. the masculine includes the feminine and vice-versa;
 - 1.3.2. the singular includes the plural and vice-versa;
 - 1.3.3. a reference in this Framework Agreement to any clause, sub-clause, paragraph, schedule or annex is, except where it is expressly stated to the contrary, a

reference to such clause, sub-clause, paragraph, schedule or annex of this Framework Agreement;

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

2. SCOPE OF THIS FRAMEWORK AGREEMENT

- 2.1. This Framework Agreement shall take effect on the Contract Commencement Date and no Call Off Contracts shall be entered into under it until that date.
- 2.2. This Framework Agreement governs the overall relationship of the Department with the Contractor in respect of the ordering of the Services during the Contract Period in accordance with the Ordering Procedures (Schedule 4).
- 2.3. Specific Services shall be delivered under Call Off Orders placed by the Department.
- 2.4. The Contractor shall also comply with the general obligations of being the Contractor under the Framework Agreement which include, but are not limited to:
 - 2.4.1. attending Board Meetings and CPR Meetings as set out in Schedule 16;
 - 2.4.2. contribute to an Annual Review;
 - 2.4.3. reply to Requests for Information; and
 - 2.4.4. target and recruit aspiring teachers, teachers and leaders who do not meet the Scholarship Funding Criteria to undertake NPQs under School Call Off Contracts.
- 2.5. Schools that meet the criteria in Schedule 13 are entitled (but not obliged) at any time during the Contract Period to order Services in accordance with the Ordering Procedures (Schedule 4). The Department has the right to amend, suspend or withdraw this access to the Framework at any point during the Contract Period.
- 2.6. Any Call Off Contract shall be in the form of the Call Off Contract as set out in Schedule 2.

- 2.7. Any Call Off Contract entered into under this Framework Agreement shall commence on the date specified in that Call Off Contract and shall expire no later than the date specified (unless extended in accordance the provisions of the Call Off Contract) in the Call Off Contract.
- 2.8. The Contractor shall ensure that any Call Off Contract entered into under this Framework Agreement shall not:
- 2.8.1. exceed the limits and scope of this Framework Agreement;
 - 2.8.2. include any terms and conditions that substantially amend or alter the terms and conditions set out in the model Call Off Contract set out in Schedule 2 (Model Call Off Contract).
- 2.9. The Contractor shall invoice the Customer for the Services it has delivered in accordance with the terms of the relevant Call Off Contract.

3. THE SERVICES

- 3.1. The Contractor shall make the Services available on and subject to the terms of this Framework Agreement. When a Service is the subject of an Order by the Customer, it will be referred to in the ensuing Call Off Contract as an Ordered Service and the Ordered Service must be delivered in accordance with the terms of the Call Off Contract.
- 3.2. The type and nature of the Services that can be Ordered are set out in the Specification (Schedule 3) and they are broadly covered by two categories:
- (a) designing and delivering exemplary teacher development programmes to trainees, teachers and leaders;
 - (b) supporting other organisations to understand and implement best practice and evidence in teacher development delivery.
- 3.3. All Call Off Contracts for the provision by the Contractor of Ordered Services shall be on the terms and conditions prescribed in the Model Call Off Contract including where required any Additional Clauses as set out in the Model Call Off Contract.
- 3.4. All Orders shall be placed in accordance with the Ordering Procedures (Schedule 4) and the payment for the Services will be calculated using the Pricing Schedule (Schedule 7).
- 3.5. The Department shall maintain and keep up to date the Specification (Schedule 3) throughout the Contract Period. Any material amendment to the Specification (Schedule 3) shall be subject to the Contract Change Procedures and may lead to an adjustment to the any of the prices in Annex 1 in Schedule 7.
- 3.6. Subject to requirements of Regulation 72 of the Public Contract Regulations 2015 and clause 5 of this Framework Agreement the Customer reserves the right to amend or refine the Specification (Schedule 3) to incorporate continuous improvement, lessons learnt from delivering the Services, and any other factor relevant to the delivery of Services.

4. ORDERING PROCEDURES

- 4.1. The Customer and Contractor shall enter into a Call Off Contract for a specified period. The Contractor shall not accept an Order except in accordance with the Ordering Procedures.
- 4.2. The Contractor shall inform the Department of all Orders placed by Schools.

5. CHANGES TO THIS FRAMEWORK AGREEMENT

- 5.1. No amendment to the provisions of this Framework Agreement shall be effective unless it is in writing and signed by each of the Parties.
- 5.2. For these purposes a "Change" shall include any amendment to this Framework Agreement, and any material amendments to the Specification (Schedule 3) subject to such Changes coming within the scope of the contract modification provisions in Regulation 72 of the Public Contracts Regulations 2015. For each Change that is agreed by the Department and the

Contractor pursuant to this clause 5, this Framework Agreement or the Specification (Schedule 3) shall be amended to the extent necessary to give effect to that Change. Unless and until such amendment is made in accordance with this clause 5, no Change shall be considered effective, and this Framework Agreement, and the Specification (Schedule 3) shall not in any way be considered to have been varied.

- 5.3. In the event that a Change is implemented and the Change has an effect on the Model Call Off Contract (Schedule 2), the Model Call Off Contract shall be amended accordingly.
- 5.4. To the extent that a Change affects Call Off Contracts that the Parties have already entered into prior to the Change, the Contractor and the Department shall adhere to the procedure for contract change set out in the relevant Call Off Contract.
- 5.5. The Department anticipates that changes may be required during the Contract Period with regards to the circumstances set out in paragraph 3.5. This includes for changes to the suite of NPQs which is subject to review and may be amended from time to time. The content frameworks for all current NPQs frameworks is published here:
<https://www.gov.uk/government/publications/national-professional-qualifications-frameworks-from-september-2021>.

6. COMMUNICATIONS

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

<redact>

[REDACTED]

[REDACTED]

[REDACTED]

7. CONTRACT PERIOD, SUSPENSION AND TERMINATION

CONTRACT PERIOD

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

TERMINATION

- 7.2. The Department may at any time by notice in writing terminate this Framework Agreement in its entirety or in part immediately as from the date of service of such notice, or a later date specified in such notice, if:
 - 7.2.1. there is a change of control, as defined by Section 1124 of the Corporation Tax Act 2010, in the Contractor or its Parent Company where the proposed new owner has:
 - 7.2.1.1. been convicted of a criminal offence relating to the conduct of its business or profession including but not limited to under the Bribery Act 2010; or
 - 7.2.1.2. committed an act of grave misconduct in the course of its business or profession; or
 - 7.2.1.3. failed to comply with any obligations relating to the payment of any taxes or

social security contributions; or

- 7.2.1.4. made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation; or
- 7.2.1.5. failed to obtain any necessary licences or membership of any relevant body; or
- 7.2.1.6. the Contractor being an individual, or where the Contractor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport so to do, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986, or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors, or any similar event occurs under the law of any other jurisdiction; or
- 7.2.1.7. the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the Contractor or the Parent Company), or a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction; or

7.3. The circumstances detailed in clause 9.3.1 (Failure to remedy breach of warranty) or clause 9.3.2 (A breach of clause 9.1.5) arise.

7.4. The Department may at any time by notice in writing terminate this Framework Agreement immediately if the Contractor is in material default of any obligation under this Framework Agreement and:

7.4.1. the material default is capable of remedy and the Contractor shall have failed to remedy the material default within thirty (30) days of written notice to the Contractor specifying the material default and requiring its remedy; or

7.4.2. the material default is not capable of remedy.

7.5. The Contractor shall promptly notify the Department in writing on each occasion of the occurrence of any of the events specified in clause 7.2.

7.6. The Department may terminate the Framework Agreement at any time by serving a minimum of 3 months' written notice on the Contractor.

7.7. Not used

- 7.8. The termination of this Framework Agreement shall be without prejudice to any rights of either Party that shall have accrued before the date of such termination.
- 7.9. The termination of this Framework Agreement will not terminate any Call Off Contracts that have been awarded under the Framework Agreement as set out in clause 9.2.

SUSPENSION

- 7.10. The Department may at any time by notice in writing suspend the Contractor from this Framework Agreement in the circumstances set out in clause 7.11. Such suspension shall take effect from the date specified in such notice and will take effect until such time as the material defect has been remedied by the Contractor, to the Department's satisfaction or the Department terminates this Framework Agreement in accordance with clause 7.4.
- 7.11. Where the Contractor:
- 7.11.1. fails to achieve any one of the Milestones specified in the first Call Off Contract placed under this Framework Agreement;
 - 7.11.2. does not deliver or complete the Services in accordance with the Specification or the Contractor's Solution;
 - 7.11.3. fails to achieve the Recruitment Targets specified in a Call Off Contract;
 - 7.11.4. has remedial action(s) imposed on it as a consequence of a Performance Failure or Service Failure under the Framework Agreement and/or Call Off Contract has been invoked;
 - 7.11.5. the Contractor suffers a Financial Distress Event; or
 - 7.11.6. has an unresolved Quality Failure under any Call Off Contract.

the Department may, by notice to the Contractor in writing, suspend the Contractor from Call Off opportunities under the Framework Agreement, such suspension to take effect from the date set out in the notice until such time that either the Contractor's performance has been rectified to the satisfaction of the Department, and the Department has notified the Contractor under this Framework Agreement that the suspension has been lifted or the Department has terminated the Framework Agreement with the Contractor.

EXIT PLAN & HANDOVER

- 7.12. The Contractor shall comply with Schedule 17, develop an Exit Strategy and maintain an Exit Plan relating to the Framework Agreement.
- 7.13. The Exit Plan must include detail relating to exiting and/or handover from the Framework Agreement.
- 7.14. If the Parties are unable to agree the Exit Plan, the matter shall be referred for resolution to the dispute resolution procedure in clause 16.
- 7.15. The Contractor shall implement its Exit Plan not less than nine (9) months prior to the Termination Date or the Expiry Date, whichever is the earlier.
- 7.16. The Contractor shall co-operate fully with the Department during the termination period or handover at the end of the Framework Agreement 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.
- 7.17. The Contractor shall co-operate fully with the Department in order to enable an efficient and detailed knowledge transfer from the Contractor to the Department or any other Replacement Supplier at the end of the Contract Period or on the earlier termination of any part of the Framework Agreement or cessation of the provision of any part of the Services by the Contractor and shall provide the Department free of charge with full access to Contractor Personnel, copies of all documents, reports, summaries and any other information requested

by the Department. The Contractor shall comply with the Department's request for information no later than fifteen (15) Business Days from the date that that request was made.

8. LIABILITY

- 8.1. Subject to clauses 8.2, 8.3 and 8.4 the Parties shall be liable to each other for Direct Losses, whether in respect of breach of contract, misrepresentation, negligence or otherwise.
- 8.2. Nothing in this Framework Agreement shall limit or exclude a Party's liability for:
 - 8.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or Sub-Contractors;
 - 8.2.2. fraud or fraudulent misrepresentation; or
 - 8.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 8.3. Neither Party to this Framework Agreement shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Framework Agreement.
- 8.4. For the avoidance of doubt the provisions of clause 8.3 shall not be taken as limiting the right of the Department to claim for:
 - 8.4.1. any additional operational and/or administrative costs and expenses arising as a direct consequence of a breach;
 - 8.4.2. any wasted expenditure or charges rendered unnecessary and/or incurred by the Department arising as a direct consequence of a breach.
- 8.5. Each Party's aggregate liability under clause 8.1 for the Contract Period shall be limited to five hundred thousand pounds (£500,000).
- 8.6. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever caused to it.
- 8.7. Without prejudice to its liability to indemnify the Department under this Framework Agreement the Contractor shall take out and maintain in force or procure the taking out and maintenance of the Required Insurances and any other insurances as may be required by law. The Required Insurances shall be effective in each case no later than the Contract Commencement Date.
- 8.8. The Required Insurances referred to in clause 8.7 shall amount to:
 - 8.8.1. at least five million pounds (£5 million) in respect of public liability cover in respect of each and every occurrence;
 - 8.8.2. at least five million pounds (£5 million) in respect of employer's liability cover in respect of each and every occurrence; and
 - 8.8.3. at least five million pounds (£5 million) in respect of professional indemnity cover in respect of each and every claim.
- 8.9. The Department may review the minimum indemnity limits specified for the Required Insurances in clause 8.8 on an annual basis. Any Change that is required to the minimum indemnity limits as a result of the Department's review shall be implemented in accordance with the Change Control Procedure.
- 8.10. The Contractor shall provide to the Department by 31st March annually during the Framework Agreement and at other times on request evidence confirming that the Required Insurances are and remain in place.

- 8.11. The liability provisions set out in this Clause 8 relate solely to liability under or in accordance with the Framework Agreement itself. Liability under a Call Off Contract is separate and in addition to any liability under the Framework Agreement.

9. CONSEQUENCES OF TERMINATION AND EXPIRY

- 9.1. Notwithstanding the service of a notice to terminate this Framework Agreement, the Contractor shall continue to fulfil its obligations under this Framework Agreement until the Termination Date of this Framework Agreement or such other date as required under this clause 9.
- 9.2. A termination of or suspension from this Framework Agreement shall not cause any Call Off Contracts to terminate automatically. For the avoidance of doubt, all Call Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 9.3. The provisions of clauses 9, 10, 12, 13, 14, 17 and 22 and without limitation to the foregoing, any other provision of this Framework Agreement which by its terms is to be performed or observed notwithstanding termination or expiry or which is expressed to survive termination or expiry shall survive the termination or expiry of this Framework Agreement.

10. WARRANTIES

- 10.1. The Contractor warrants and represents that:
- 10.1.1. it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform this Framework Agreement and that this Framework Agreement is executed by a duly authorised representative of the Contractor;
 - 10.1.2. as at the Contract Commencement Date of this Framework Agreement, all information contained in its final Tender remains true, accurate, and not misleading save as may have been specifically disclosed in writing to the Department prior to the execution of this Framework Agreement;
 - 10.1.3. this Framework Agreement shall be performed in compliance with all Legislation as amended from time to time;
 - 10.1.4. it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Department;
 - 10.1.5. on behalf of itself and its Affiliates or Parent Company, in the three (3) years prior to the Contract Commencement Date of this Framework Agreement and continuing throughout the Contract Period:
 - 10.1.5.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - 10.1.5.2. it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established; and
- 10.2. It has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Contractor's position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement.
- 10.3. The Contractor acknowledges that:
- 10.3.1. any breach of the warranties in clause 10.1 (other than a breach of clause 10.1.5) shall be remedied as a matter of urgency at no cost to the Department. Failure to

remedy the breach (if capable of remedy) so as to comply with clause 10.1 within five (5) Working Days of a notice served on the Contractor specifying the breach and requiring its remedy by the Department shall constitute a material breach of this Framework Agreement entitling the Department to terminate in accordance with clause 7.4; and

- 10.3.2. a breach of its obligations in clause 10.1.5 shall afford the Department the right to immediately terminate this Framework Agreement without liability or payment of any charges or costs whatsoever.
- 10.4. Except as expressly stated in this Framework Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including fitness for purpose) are hereby excluded to the extent permitted by law.
- 10.5. The Contractor and the Department each warrant to the other that they have undertaken all requisite corporate and other action to approve the entering into and performance of this Framework Agreement.
- 10.6. The Contractor warrants to the Department that the obligations of the Contractor under this Framework Agreement will be performed by appropriately qualified and trained personnel using Good Industry Practice. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of its obligations and also upon the accuracy of all representations or statements made and the advice given by the Contractor at any time and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Framework Agreement. The Contractor warrants that any materials supplied by the Contractor will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

10A FINANCIAL DISTRESS

- 10A.1 Each Call Off Contract entered into will include provisions relating to financial distress and ongoing assessment of the Contractor's economic and financial standing.
- 10A.2 In the event the Contractor is delivering more than one Call Off Contract concurrently, the Department reserves the right to review the Contractor's consolidated Financial Management Plan and Financial Distress Service Continuity Plan under this Framework Agreement in accordance with Schedule 16 to ensure it has a holistic view of the Contractor's arrangements and to understand the impact of any Financial Distress Events in respect to all current and future Call Off Contracts.
- 10A.3 The Department shall be entitled to suspend the Contractor or terminate this Framework Agreement under clause 7.4 if:
 - 10A.3.1 the Contractor fails to notify the Department of a Financial Distress Event;
 - 10A.3.2 the Contractor fails to comply with the terms of the Financial Distress Service Continuity Plan; or
 - 10A.3.3 the severity of the Financial Distress Event means the Contractor will no longer be able to deliver the Services under any current or future Call Off Contract and it is not practicable to put in place a Financial Distress Service Continuity Plan.

11. SECURITY PROVISIONS

- 11.1. The Contractor is legally and beneficially owned by Members who have entered into a Members' Agreement with regards to the Contractor. The Members' Agreement is set out in Schedule 19 (Members' Agreement). The Contractor notifies the Department as soon as practicable if there is any proposed changes to the Members' Agreement and / or if any Member is not complying with any the obligations of being a party to the Members' Agreement.
- 11.2. In the event that the Contractor fails to comply with an obligation under this Framework

Agreement or any Call Off Contract, and after having given the Contractor an opportunity to remedy the non-compliance in appropriate circumstances, the Department reserves the right to;

11.2.1. require one or more of the Members to use best endeavours to ensure performance by the Contractor; and / or

11.2.2. require one or more of the Members to fully, punctually and specifically perform obligations as if it were itself a direct and primary obligor to the Department. This shall not be construed as imposing greater obligations or liabilities on any of the Members than are purported to be imposed on the Contractor under the Framework Agreement or any Call Off Contract.

11.3. In ensuring the performance of the Contractor or performing an obligation under 11.2.2, Members will not be required to take action which is not permitted by charity law or action that causes any Member or any of their trustees to be in breach of trust.

12. DATA, SYSTEMS HANDLING AND SECURITY

12.1. The Contractor shall comply with the provisions of Schedules 14 (Contractor's Digital Platform) and 15 (Department Security Standards) of the Framework Agreement and with any data, systems and security requirements as set out in any Call Off Contract entered into under this Framework Agreement.

13. INTELLECTUAL PROPERTY RIGHTS (IPR)

13.1. Each Call Off Contract entered into will include provisions relating to Intellectual Property Rights.

13.2. The provisions of Schedule 14 (Contractor's Digital Platform) shall apply in relation to the Intellectual Property Rights in and licensing of Software.

14. CONFIDENTIALITY

14.1. The Department and the Contractor acknowledge that any Confidential Information originating from:

14.1.1. the Department, their servants or agents is the property of the Department; and

14.1.2. the Contractor, its employees, servants or agents is the property of the Contractor.

14.2. The Contractor and the Department shall procure that:

14.2.1. any person employed or engaged by them shall only use Confidential Information for the purposes of this Framework Agreement and shall only disclose any Confidential Information to any third party with the prior written consent of the originator of that Confidential Information;

14.2.2. any person employed or engaged by them in connection with this Framework Agreement shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the originator of that Confidential Information;

14.2.3. they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Framework Agreement by their employees, servants, agents or Sub-Contractors;

14.2.4. without prejudice to the generality of the foregoing neither they nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or from any third party.

14.3. The provisions of clause 14.1 and clause 14.2 shall not apply to any information which:

14.3.1. is or becomes public knowledge other than by breach of this clause 14; or

- 14.3.2. is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
 - 14.3.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 14.3.4. is independently developed without access to the Confidential Information; or
 - 14.3.5. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- 14.4. Nothing in this clause 14 shall be deemed or construed to prevent the Department from disclosing any Confidential Information obtained from the Contractor:
- 14.4.1. to any department, office or agency of Her Majesty's Government.
 - 14.4.2. to any consultant, Contractor or other person engaged by the Department in connection herewith, provided that the Department shall have required that such information be treated as confidential by such consultant, Contractor or other person, together with their servants, including requiring servants to enter into a confidentiality agreement (to which the Contractor shall also be a Party) prior to disclosure of the Confidential Information whereupon the Department shall have no further liability for breach of confidentiality in respect of consultants, Contractors or other people.
- 14.5. Nothing in this clause 14 shall prevent the Contractor or the Department from using data processing techniques, ideas and know how gained during the performance of this Framework Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Department or the Contractor of any Intellectual Property Rights.

15. CONTRACTOR'S EMPLOYEES AND SUB-CONTRACTORS

- 15.1. The appointment by the Contractor of Sub-Contractors shall be subject to clauses 7 and 15 of any Call Off Contract entered into under this Framework Agreement .
- 15.2. The Contractor shall take all reasonable steps to satisfy itself that the Contractor Personnel it engages are suitable in all respects to perform its obligations under this Framework Agreement.
- 15.3. The Parties have agreed to the appointment as at the Contract Commencement Date of Key Contractor Personnel listed in Schedule 6 specifically in respect of the management of the Framework Agreement and Exit Plan.
- 15.4. The Contractor agrees that:
 - 15.4.1. Key Contractor Personnel shall not be released from their role without the Department's consent except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar reason.
 - 15.4.2. Any replacements of Key Contractor Personnel shall be subject to the Department's consent and shall be of at least equal status, experience and skills to Key Contractor Personnel being replaced.
- 15.5. The Department shall not unreasonably withhold consent under clauses 15.4. Such consent shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on the ongoing management of the Framework Agreement and /or delivery of the Exit Plan which could be caused by a change in Key Contractor Personnel.
- 15.6. The Department may require the Contractor to remove any Key Contractor Personnel who the Department considers is in any respect unsatisfactory.
- 15.7. The Department shall not be liable for the cost of replacing any Key Contractor Personnel

and the Contractor shall indemnify the Department against all Employment Liabilities that may arise in this respect.

- 15.8. The Contractor, its employees and Sub-Contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

16. DISPUTE RESOLUTION

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

17. RECOVERY OF SUMS DUE AND SET OFF

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

18. DISCRIMINATION

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

19. CORRUPT GIFTS

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

20. TRANSFER AND SUB-CONTRACTING

- 20.1. The benefit and burden of this Framework Agreement may not be assigned or Sub-Contracted in whole or in part by the Contractor without the prior written consent of the

Department save as expressly set out in clause 20.2. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any Sub-Contractor where it no longer has reasonable grounds to approve of the Sub-Contractor or the Sub-Contracting arrangement and where these grounds have been presented in writing to the Contractor.

- 20.2. The Contractor may enter into Sub-Contracts for the delivery of general services that indirectly enable the Contractor to perform its obligations without the requirement to seek the Department's prior consent as set out in clause 20.1.
- 20.3. The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.
- 20.4. The Department accepts no liability to the Contractor in relation to a decision by the Department to consent to the appointment of a Sub-Contractor by the Department or to an assignment and the Contractor shall hold the Department harmless in relation to any such decisions.

21. RIGHTS OF THIRD PARTIES

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

22. AUDIT

- 22.1. The Contractor shall document, implement and comply with processes, and keep or cause to be kept full and accurate Records, such that the Department (or their statutory auditors or authorised agents) may verify that the Contractor has complied and is complying with its obligations under this Framework Agreement.
- 22.2. The Contractor shall grant to the Department, any statutory auditors of the Department and any authorised agents of the Department or of its statutory auditors, the right of reasonable access to any premises of the Contractor which are used in connection with the performance of the Contractor's responsibilities and obligations under this Framework Agreement, together with a right to reasonable access to all Records.
- 22.3. Further to the provisions of clause 22.2, the Contractor shall provide, or procure the provision of, all reasonable assistance at all times for the purposes of carrying out an audit of the Contractor's compliance with this Framework Agreement as well as an audit of all activities, performance, security and integrity in connection therewith.
- 22.4. Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other impropriety by the Contractor, the Department reserves for itself or any statutory auditor of the Department the right of immediate access to the premises and documents described in clauses 22.1, 22.2 and 22.3 and the Contractor agrees to render all necessary assistance to the conduct of such investigation.
- 22.5. The Department shall use all reasonable endeavours to ensure that its auditors cause the minimum amount of disruption to the business of the Contractor and shall comply with the building regulations and security requirements of the Contractor while on the Contractor's premises.
- 22.6. The Contractor shall comply with the provisions of Schedule 10 (Financial Reports and Audit Rights) in regard to financial transparency, open book costing and audit rights.

23. FREEDOM OF INFORMATION

- 23.1. The Contractor acknowledges that the Department is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its Information disclosure obligations.
- 23.2. The Contractor shall and shall procure that its Sub-Contractors shall:

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

24. CONTRACT AND PERFORMANCE MANGEMENT AND QUALITY ASSURANCE

Contract Management

- 24.1. The Parties shall comply with the provisions of this Clause and Schedule 16 (Governance, Contract Management and Performance) in relation to the management and governance of this Framework Agreement.
- 24.2. Each Party shall have a named representative ('Framework Manager' stated in Part B of Schedule 16) for the Contract Period who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Framework Agreement.
- 24.3. The Department may, by written notice to the Contractor, revoke or amend the authority of the Department's Framework Manager or appoint a new Framework Manager.
- 24.4. The Contractor's management arrangements shall include (without limitation) arrangements to ensure that:
 - 24.4.1. the Contractor's staff and any Sub-Contractors comply with the terms of this Framework Agreement; and
 - 24.4.2. effective quality assurance and improvement processes are in place.
- 24.5. The contract management provisions of Part 1 of Schedule 2 of the Call Off Contracts apply when the Contractor is delivering an Ordered Service. The Department reserves the right to consolidate any contract management issues that arise under one or more Call Off Contracts and to manage them under the governance arrangements set up under Schedule 16 (Governance, Contract Management and Performance) of this Framework Agreement.

Monitoring of the Contractor's performance under the Framework Agreement

- 24.6. The Department (including any representative of the Department) shall monitor the Contractor's performance in accordance with the provisions Schedule 16 (Governance, Contract Management and Performance) or such other requirements as notified by the Department to the Contractor from time to time.

- 24.7. The Contractor shall provide the Management Information as set out Schedule 16. The Department reserves the right to amend or add to the Management Information requirements to ensure the Department can adequately assess and validate the performance of the Contractor.
- 24.8. The Parties shall have regular meetings to discuss and review the performance of the Contractor as set out in Part B of Schedule 16. Such meetings are separate to meetings that relate to delivery of the Services under Call Off Contracts.
- 24.9. The Department may organise regular monitoring and spot checks of the premises at which the Services (or part of them) are being undertaken, at any time to ensure that the Contractor is complying with its obligations under the Framework Agreement and the Contractor shall co-operate fully, at its own cost, with the Department. The Department shall use all reasonable endeavours to ensure that the onsite monitoring will not interfere with the delivery of the Services by the Contractor.
- 24.10. The Department may appoint an assessor (which may be an internal or an external assessor, subject (in the case of an external assessor) to the external assessor entering into a non-disclosure arrangement and having the relevant expertise and competence), to participate in the monitoring of the Contractor's performance. The Contractor will co-operate with the assessor and take all reasonable and necessary steps to implement recommendations made. Any changes made as a result of a recommendation of any such persons shall be made in writing and in accordance with Schedule 5 (Change Control).
- 24.11. The Contractor shall ensure that the Department (and its authorised representatives) have access upon reasonable notice to all relevant property, including the premises, and information (and where requested are given a copy of such information) necessary to carry out the monitoring referred to in this Clause including putting in place arrangements to permit legal access to information as may be required.
- 24.12. From the Contract Commencement Date, the Department and the Contractor shall meet at the times and with such frequency as specified in Schedule 16 (Governance, Contract Management and Performance) or as notified by the Department to the Contractor from time to time. Such meetings shall be convened by the Department upon the Department giving reasonable notice to the Contractor.

Performance Levels

- 24.13. The Contractor shall ensure that it meets or exceeds (where applicable) the Key Performance Indicators and Performance Levels set out in Part C of Schedule 16 at all times from the Contract Commencement Date.
- 24.14. If there is a failure to achieve a Performance Level, Milestone, target or KPI, the Contractor shall use all reasonable endeavours to immediately minimise the impact of any failure and to prevent such a failure from recurring.
- 24.15. The Contractor shall comply with the provisions of Schedule 16 (Contract Management Provisions) in relation to providing the required Management Information and review, monitoring and reporting of its performance against the Key Performance Indicators and Performance Levels.
- 24.16. The Department may, at its sole discretion, elect to make changes to the Performance Levels and / or KPIs from time to time. If the Department elects to make changes to the Performance Levels and / or KPIs, the Department shall propose such variation by serving a Change Control Notice on the Contractor, and the Contractor shall promptly comply with the Change Control Procedure as detailed in Schedule 5.
- 24.17. The performance measures that relate to the provision of the Services shall be as set out in Schedule 2 of the Model Call Off Contract.

Quality Management

- 24.18. The role of the Quality Assurance Function will be to provide assurance to the Department

that the Services are being delivered in accordance with the Specification and the content and training materials are of an acceptable standard.

- 24.19. The Contractor complies with the requirements stated in a Call Off Contract and cooperates with the Department's Quality Assurance Function (and any organisation employed by the Department to represent it). It will be the responsibility of the Quality Assurance Function to monitor the quality of the Services being provided by the Contractor.
- 24.20. The Department may employ third parties to undertake some or all of the work of the Quality Assurance Function.

25. STATUTORY INVALIDITY

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

26. FRAUD AND IRREGULARITY

- 26.1. The Contractor shall notify the Department immediately where it becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Activities and/or Services including but not limited to cases of:
- 26.1.1. collusion with employees of the Department;
 - 26.1.2. computer fraud;
 - 26.1.3. the submission to the Department of inaccurate, incomplete, misleading or falsified information for the purpose of making a Charge to the Department;
 - 26.1.4. fraud involving Sub-Contractors and/or Teachers.
 - 26.1.5. any noncompliance with the requirements of:
 - 26.1.5.1. Schedule 7 of the Framework Agreement in relation to the claiming, receipt of and administration of the Charges; and
 - 26.1.5.2. Schedule 2: Part 1 (Pricing) of the Call Off Contract in relation to the claiming, receipt of and administration of the Charges.
- 26.2. Provided nothing in this clause 26 shall require the Contractor to do anything which may cause it to infringe the any law.
- 26.3. Where the Department has reasonable cause to believe that any fraud or irregularity has occurred in relation to the delivery of the Services under a Call Off Contract and/or the payment of the Charges and/or the flow down of payment to the supply chain by the Department under a Call Off Contract the Department shall have the right of access to the Contractor's premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and Records including electronic records and to interview the Contractor.
- 26.4. The Department reserves the right to recover from the Contractor any Charges paid where the payment of the Charges or any arrangement between the Contractor and a Sub-Contractor or Teacher breaches the terms of the Framework Agreement or the provisions of Schedule 2 Part 2 (Pricing) of the Call Off Contract and/or was based on wrong, inaccurate or misleading information.

27. SEVERABILITY

- 27.1. Subject to the provisions of clause 25 (Statutory Invalidity), if any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision

shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Framework Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement, the Department and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

28. WAIVER

- 28.1. The failure of the Contractor or the Department to insist upon strict performance of any provision of this Framework Agreement or to exercise any right or remedy to which it is entitled under this Framework Agreement, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Framework Agreement.
- 28.2. A waiver of any default shall not constitute a waiver of any other default.
- 28.3. No waiver of any of the provisions of this Framework Agreement shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of clause 6 (Communications).

29. NON-EXCLUSIVITY AND CONTRACTOR STATUS

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

30. LAW AND JURISDICTION

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

31. ENTIRE AGREEMENT

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

seek to rescind this Framework Agreement on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Framework Agreement unless such statement was made fraudulently.

32. PUBLICITY AND PROMOTION

- 32.1. Subject to clause 14 and without prejudice to the Department's obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall, by itself, its employees or agents (and each Party shall procure that none of its Sub-Contractors shall) communicate with representatives of the press, television, internet, radio or other communications media concerning the Framework Agreement, or any Call Off Contract, or any part thereof in any way, except with the written consent of the other Party.
- 32.2. The Contractor shall use reasonable endeavours to ensure its Contractor Staff comply with clause 32.1.
- 32.3. The Contractor shall not itself, and shall procure that Consortium Members shall not, use the Department's name, brand or Department trademarks or the personal data of the Department to sell, promote, market or publicise the Contractor's other programmes, courses, Services or other activities.
- 32.4. Subject to clause 14, the Department 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.
- 32.5. All marketing spend relating to the Framework Agreement and subsequent Call Off Contracts entered into under the Framework Agreement is subject to approval from the Cabinet Office. The Contractor follows the processes and procedures set out in section 18 of the Specification in respect of seeking approvals relating to communications and marketing.
- 32.6. The Contractor must comply with any amendments to the marketing activity that are required by the Department and/or the Cabinet Office.
- 32.7. The Contractor will not be paid separately for any marketing spend and any related costs are included within the Framework Agreement Prices.

33. ORDERS PLACED BY SCHOOLS

- 33.1. The Framework Agreement will be accessible to teachers from schools who do not meet the Scholarship Funding Criteria outlined in Table 4 of section 13 of the Specification.
- 33.2. Schools shall award Orders in accordance with procedures set out in Schedule 4 of the Framework Agreement.
- 33.3. The Contractor is permitted to market their services to Schools and Potential Participants directly.
- 33.4. The Contractor shall not deliver Services (or similar services) set out in this Framework Agreement to a School unless they have a Call Off Contract to do so and such Services for Schools shall be performed in accordance with the provisions of this Framework Agreement and not otherwise.
- 33.5. Schools ordering Services under the Framework Agreement will determine the KPIs and SLAs appropriate for the relevant School Call Off Contract. The Contractor shall ensure they report the same level of Management Information relating to School Call Offs as it does for the Department Call Offs.
- 33.6. The Contractor must not accept an Order from a School until after they have been awarded the first Call Off Order (that includes NPQ services) by the Department.
- 33.7. For each School Call Off, the Contractor shall develop and deliver a School Delivery Solution. The scope and content of the School Delivery Solution shall be proportionate to the service requirements specified in the School Call Off Order. The Contractor shall submit its School Delivery Solution with the Quotation it submits to the School.

- 33.8. The Contractor shall not charge any additional fees or charges to any School or Teacher as part of a School Call Off. Payments shall be made in accordance with Schedule 2: Part 1 of the Call Off Contract.
- 33.9. The Contractor acknowledges that Schools are solely responsible for the conduct of its award of an Order under the Framework Agreement and that the Department is not responsible or accountable for and shall have no liability whatsoever in this regard and that the Contractor shall hold the Department harmless in relation to:
- 33.9.1. the conduct of a School in relation to the Framework Agreement; or
- 33.9.2. the performance or non-performance of any of the Services between the Contractor and the School entered into pursuant to the Framework Agreement.
- 33.10. The Contractor must confirm with the School that wishes to become a Customer that it has agreed to the Department's Terms of Access prior to accepting an Order from a School that wishes to award a Call Off Contract.

34. CONTINUOUS IMPROVEMENT

- 34.1. The Contractor shall adopt a policy of continuous improvement in relation to the Services it delivers and how the Institute operates.
- 34.2. Each Call Off Contract entered into will include provisions relating to continuous improvement and the obligation to develop and maintain a Continuous Improvement Plan.
- 34.3. Where the Contractor is delivering more than one Call Off Contract concurrently, the Department reserves the right to review the Contractor's Continuous Improvement Plan under this Framework Agreement in accordance with Schedule 16 to ensure it has a holistic view of the Contractor's programme of Continuous Improvement and the impact that any proposals to implement improvements would have on all current and future Call Off Contracts.

AS WITNESS the hands of the Parties:

Authorised to sign for and on behalf of the Contractor

Signature:

Name in CAPITALS:

Witness signature:

Position in Organisation:

Address in full:

Date:

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

Signature:

Name in CAPITALS:

Witness signature:

Position in Organisation:

Address in full:

Date:

SCHEDULE 1 – DEFINITIONS

Additional Clauses	means the clauses set out in Schedule 3 (Additional Clauses) of the Model Call Off Contract;
Affiliate	in relation to any person, the holding company or subsidiary of that person or any subsidiary of such holding company, and “holding company” and “subsidiary” shall have the meaning given to them in Section 1159 and Schedule 6 of the Companies Act 2006;
Audit Rights	The rights of the department to undertake an audit of the Contractor in accordance with Schedule 10;
Best Practice Function	means the service operated by the Contractor that develops and shares best practice in teacher development delivery, as set out in section 7 of the specification;
Cabinet Office	means a department of the Her Majesty’s Government;
Call Off Contract	means the Model Call Off Contract that is entered into in the event when the Customer places an Order in accordance with Schedule 4 of this Framework Agreement;
Campus	any one of the locations defined in Schedule 3 where the Contractor delivers the Services;
Change	any change as set out in clause 5.2 (Changes to this Framework Agreement);
Charges	means the charges payable by the Customer for the performance of the Ordered Services by the Contractor as set out in the Order and payable in accordance with the Call Off Contract;
Cohort	means a group of Participants that are receiving training from the Contractor via any of the ITT, ECF, NLE, NPQ or the Early Headship Coaching Offer for New Head Teachers;
Cohort Commencement Date	means the date that Participants commence their training programme. If the Order covers more than one Cohort, it shall be the date that the first Cohort commences;
Cohort Window	means the period of time between the Participant starting and completing their respective ITT, ECF, NLE, NPQ or the Early Headship Coaching Offer for New Head Teachers;
Communications and Marketing Plan	means the communication and marketing plan that the Contractor is required to complete at each Call Off, evidencing alignment with the requirement set out in the Communications and Marketing section of the Schedule 2 (Specification);
Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of either Party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it

	is marked as “confidential”) or which ought reasonably to be considered to be confidential;
Consortium Members	means any organisation that was part of the group which was led by the Contractor that tendered to be appointed to the Framework Agreement;
Continuous Improvement	means the process of ongoing effort to make incremental improvements to services being delivered by the Institute;
Continuous Improvement Plan	means the Contractor’s continuous improvement plan developed and maintained in accordance with Schedule 15 of the Call Off Contract;
Contract Change Notice (CCN)	means a Contract Change Notice in the form set out at the Annex 1 to Schedule 5 (Contract Change Procedure);
Contract Change Procedures	means the procedures specified in Schedule 5 (Contract Change Procedure) for making changes to this Framework Agreement;
Contract Commencement Date	means 25 May 2022 or such other date agreed in writing by the Parties;
Contract Period	means the term of this Framework Agreement as set out in clause 0, unless terminated earlier in accordance with the provisions of clauses 7.2 or 7.4;
Contractor Costs	means the costs incurred by the Contractor in delivering the Services;
Contractor Personnel	all employees, agents, consultants, and contractors of the Contractor and/or of any Sub-Contractor engaged by the Contractor;
Core Induction Programme or CIP	means products 1 – 4 of the Early Career Framework developed in at Early Roll-out;
Cost Breakdown Structure	means the detailed breakdown of the costs and prices included in Pricing Schedule submitted by the Contractor in each Quotation;
Crown Body	means any department, office or agency of the Crown;
Customer	means an organisation that places an Order for Services under this Framework Agreement which shall be the Department and/or a School;
Delivery Solution	means the delivery solution submitted by the Contractor in accordance with the Quotation Procedure;
Department	means the Secretary of State for Education, of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT;
Department Call Off	means a Call Off Contract awarded under the terms of the Framework Agreement by the Department;
Digital Platform	means the Contractor’s technology and ICT systems including any portal that will be used to deliver any part of the Services;

Direct Losses	means all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services, legal costs being an agent/client, client paying basis), loss of use, proceedings, demands and charges whether arising under statute, contract or at common law but to avoid doubt, excluding Indirect Losses;
Dispute	any difference or disagreement between the Department and the Contractor arising out of or in connection with this Framework Agreement (including any question as to the validity or interpretation of this Framework Agreement and including any disagreement arising before or after termination of this Framework Agreement);
Early Career Framework or ECF	means the framework setting out what all ECTs will be entitled to learn about and learn how to do within their ECF Induction Programme;
Early Career Teacher or ECT	means a newly qualified teacher in the first or second year of their induction;
Early Headship Coaching Offer	means the Early Headship Coaching Offer for New Head Teachers as described in the Specification;
Early Roll-out	means the early roll out of the Early Career Framework services through procurement of a framework of early roll out suppliers and the resulting call-off contracts, undertaken by the Department in 2019;
Establishment and Mobilisation	means the Department's requirements set out in section 6 of the Specification that the Contractor is required to fulfil;
Establishment and Mobilisation Costs	means the costs that form the Charges the Department pays the Contractor to deliver the activities and Services associated with the Establishment and Mobilisation;
Environmental Information Regulations (EIR)	mean the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
European Economic Area	from time to time the European Economic Area as created by The Agreement on the European Economic Area 1992 or any successor or replacement body, association, entity or organisation which has assumed either or both the function and responsibilities of the European Economic Area;
Expiry Date	means 24 May 2028 or such other date agreed in writing by the Parties;
Exit Plan	means the Contractor's Exit Plan developed in accordance with Schedule 17 which sets out the Contractor's exit and handover plans from the Framework Agreement;
Final Tender	means the Contractor's tender for the Framework Agreement that include proposals for delivering the Services accepted by the Department;

Find and Apply	means the digital service which allows potential teacher training candidates to search for teacher training courses;
Find a Tender	means the United Kingdom-wide noticing service for public procurement available at https://www.find-tender.service.gov.uk/ ;
Financial Distress Event	the occurrence of one or more of the events listed in paragraph 4.1 of Schedule 4 (Financial Distress) of the Call Off Contract;
Financial Distress Service Continuity Plan	means the plan produced by the Contractor in the event the Contractor suffers a Financial Distress Event;
Financial Monitoring Plan	means the plan produced by the Contractor and updated in accordance with the Schedule 4 (Financial Distress) of the Call-Off Contract;
Framework Agreement	means this Framework Agreement, comprised of the clauses and Schedules;
Framework Manager	means a representative of either Party responsible for ensuring the Parties are performing their obligations under this Framework Agreement and named in Part B of Schedule 16;
Framework Agreement Prices	the Prices set out in Tables 1 to 6 of Annex 1 Schedule 7;
Framework Year	means a year (12 months) of the Framework Agreement and the first year commences on the Contract Commencement Date;
FOIA	means the Freedom of Information Act 2000 and any subordinate Legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Legislation;
Full Degree Awarding Powers (DAPs)	means a full authorisation from OfS (time limited for three years) to an HE provider, allowing it to grant its own degree awards up to and including bachelors' degrees and research awards. Full DAPs also enable the provider to validate the awards of other Higher Education Institutions;
Full Induction Programme	means products 5 and 6 of the Early Career Framework;
FVRAT	Means the financial viability risk assessment tool that is used by the Department to support the assessment of the Contractor's economic and financial standing as set out in Schedule 4;
General Data Protection Regulation (GDPR)	means the General Data Protection Regulation (Regulation (EU) 2016/679);
Get into Teaching	means the service operated by the department to support individuals find a route into the teaching profession;
Good Industry Practice	that degree of skill, care, prudence, foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of

	undertaking as that of the Contractor) or any Sub-Contractor under the same or similar circumstances;
Higher Education (HE) Institution"	means an organisation who delivers Higher Education training;
Her Majesty's Government	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government;
ICT	means information and communications technology;
Independent Evaluation	means the process by which the Department will facilitate an unbiased assessment of the Institute, to ensure that delivery is meeting the stated aims of the Institute, and the needs of teacher development providers, teachers, schools and the wider sector;
Independent Evaluator	means the organisation engaged by the Department to undertake the Independent Evaluation of the Contractor;
Indirect Losses	means loss of profits, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature;
Initial Teacher Training or ITT	means a teacher training course leading to the award of qualified teacher status (QTS);
Initial Teacher Training (ITT) Core Content Framework (CCF)	means Initial Teacher Training Core Content Framework.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000;
Institute	means the National Institute of Teaching;
Intellectual Property Rights (IPR)	means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988;
Invitation to Quote	means the invitation issued by the Customer to the Contractor in accordance with the Quotation Procedure set out in Schedule 4 of this Framework Agreement
ITT Recruitment Targets	means the recruitment targets for each cohort of ITT participants;
Key Contractor Personnel	means any individual named in Schedule 6 of this Framework Agreement or Schedule 9 of a Call Off Contract;
KPIs	means the Key Performance Indicators used to measure the performance of the Contractor;
Lead Provider	means a supplier of NPQ and/or ECF services to the Department;

LED	means Law Enforcement Directive (Directive (EU) 2016/680)
Legislation	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate laws or notice of any Regulatory Body;
Management Information or MI	means the information and data collated by the Provider to evidence performance against the various milestones and performance measures defined in the Service Specification, Framework Agreement and/or Call Off Contract, and submitted to the Department in the requested format;
Member	means one of the members of the consortium that hold legal ownership of the Contractor;
Members' Agreement	means the agreement between Members of the consortium that hold the legal ownership of the Contractor as set out in Schedule 19 (Members' Agreement);
Mentor	means a designated person, part of the ECF Programme, who is a suitably experienced teacher who has formal responsibility to help ensure the Participant receives the highest-quality ECF Induction Programme;
Milestone	means an activity, or series of activities or tasks or deliverables associated with the delivery of the Service that the Contractor is required to meet, achieve, complete or deliver by a stated date;
Milestone Date	means the date by which the Contractor shall achieve the related Milestone;
Model Call Off Contract	means the Model Call Off Contracts in Schedule 2 which specify the terms and conditions for Call Off Contracts (as such may be amended from time to time);
National Leaders of Education (NLE)	means the National Leaders of Education Development Framework. This programme aims to engage and mobilise outstanding leaders within the further education sector to support improvement;
National Professional Qualifications (NPQs)	means a national voluntary suite of qualifications designed to support the professional development of teachers and leaders;
National Professional Qualification (NPQ) Content Frameworks	means the six documents published on GOV.UK under National Qualification Reforms from 2021: Frameworks. The documents set out the content (what Teachers and school leaders should know and be able to do) that must be covered in each NPQ course;
New Degree Awarding Powers (DAPs)	means a probationary authorisation from OfS (time limited for three years) to a HE provider, allowing it to grant its own degree awards up to and including bachelors' degrees;
New Head Teachers	means Head Teachers eligible for the Early Headship Coaching Offer for New Head Teachers;

NPQs	means the reformed suite of National Professional Qualifications;
Office for Students (OfS)	means the independent regulator of Higher Education in England;
Ofsted	Means the Office for Standards in Education, Children's Services and Skills;
Open Government Licence	means a copyright licence published by the UK government;
Order	means an order for Services served by the Customer on the Contractor in accordance with the Ordering Procedures;
Ordered Services	means any Services available under this Framework Agreement the Customer has instructed the Contractor to carry out under the terms of a Call Off Contract by means of a valid Order placed in accordance with the Ordering Procedures;
Output Payments	means payments made on achievement of outputs;
Ordering Procedures	means the procedures specified in clause 4 of this Framework Agreement;
Participant(s)	means any person(s) that is receiving training from the Contractor via any of the ITT, ECF, NLE, NPQ or the Early Headship Coaching Offer for New Head Teachers programmes;
Parent Company	means a company that has a controlling interest in another company;
Payment Method	means the chosen way of paying a Contractor by a School for an Order, specified by the School at the Quotation Procedure stage;
Payment Milestone	means a milestone that the Contractor shall meet in order for the Department to make the relevant payment as set out Table 1 of Annex 1 to Schedule 7;
Payment Milestone Date	means the date that the by which the Payment Milestone shall be achieved;
Per Participant Price	means the price set per Participant for the ECF or each NPQ or Early Headship Coaching Offer for New Head Teachers;
Per Cohort Price	means the price set per Cohort for the NLE programme;
Performance Failure	means the failure of the Contractor to meet the Performance Levels, KPIs or Milestones within this Framework Agreement;
Performance Levels	means the performance levels that the Contractor is required to meet under this Framework Agreement as set out in Table 7 of Schedule 16;
Potential Participant	means any person(s) that is the Contractor is seeing to recruit and/or deliver training to via any of the ITT, ECF, NLE, NPQ or the Early Headship Coaching Offer for New Head Teachers programmes;
Post Graduate Certificate in Education (PGCE)	means a one-or two-year academic qualification that can be achieved by Participants undergoing ITT;

Pricing Schedule	means the spreadsheet submitted by the Contractor that details their costs and prices associated with delivery of the Services;
Proposals	means the Contractor's proposals made in their Tender as set out in Schedule 18 (Contractor's Proposals);
Protective Measures	means appropriate technical and organisational measures which may include, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal Data can be restored in a timely manner after an incident , and regularly assessing an evaluating the effectiveness of the such measures adopted by it;
Pupil Premium	means additional funding for schools to improve the attainment of disadvantaged children as set out in section 5 of the Specification;
Qualifying Change in Law	<p>means:-</p> <ul style="list-style-type: none"> (a) any Change in Law which specifically refers to the provision of a service the same as or similar to the Services; or (b) a Change in Law the terms of which apply expressly to the Project and to similar projects and/or the Contractor and not to other persons; <p>which was not foreseeable at the Contract Commencement Date;</p>
Quality Assurance Agency (QAA)	means the organisation that safeguards standards and improves quality of Higher Education;
Quality Assurance	means how the Department or its representatives will measure the Contractor's performance in developing and delivering the training programme;
Quality Assurance Framework	means the documents that set out quality requirements and processes that the Contractor shall comply with when delivering the services;
Quality Assurance Function	means the Department, or external body appointed by the Department, to monitor quality assurance delivery;
Quality Failure	means where Quality Assurance processes have identified a failure to adhere to the Quality Framework or any other failure to meet the quality requirements set out in the Call Off Contract;
Quotation	means the Contractor's offer to undertake a Call Off Contract;
Quotation Procedure	means the procedure set out in Schedule 4;
Records	means such full and accurate records as are required to be kept by the Contractor to satisfy the requirements of clause 22 (Audit);
Recruitment Targets	means the targets set out in the Call Off Contract;
Regulatory Bodies	means those Government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this

	Framework Agreement or any other affairs of the Department and “Regulatory Body” shall be construed accordingly;
Reporting Period	means the period that occurs every calendar month from 25 th of each month to the 24 th of the following month and will commence on the Contract Commencement Date;
Requests for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
Scholarship Funding Criteria	Means the criteria set out in Table 4 of the Specification that determines if a teacher is eligible to receive Department funded Training;
Services	means the services to be performed by the Contractor under Call Off Contracts;
Service Output	means the outputs (milestones, research, reports, events, etc) delivered as part of the Best Practice Function service;
Service Output Date	means the date by which the Service Output shall be achieved;
Serious Breach	means: <ul style="list-style-type: none"> (a) any breach referred to as a Serious Breach in the Framework Agreement; and/or (b) any breach or breaches which adversely, materially, or substantially affect the performance or delivery of the Services in part or in full, or the provisions of a safe, healthy and supportive learning environment. Serious Breach includes but is not limited to: <ul style="list-style-type: none"> (i) a breach of security that adversely affects the Personal Data or privacy of an individual; and (ii) failure to comply with Law, or acts or omissions by the Contractor that endanger the health or safety of others;
Scholarship Funding	means the funding provided by the Department and paid to the Contractor that covers the cost of the Participant undertaking an NPQ and / or Early Headship Coaching Offer;
Scholarship Funding Criteria	means the criteria that determines whether a Participant is eligible for Scholarship Funding;
School	means an organisation that meets with the criteria set out in Schedule 13 that can access the Services of this Framework Agreement;
School Call Off	means a Call Off Contract awarded under the terms of the Framework Agreement by a School;
School Delivery Solution	means the Delivery Solution submitted by the Contractor in accordance with the Quotation Procedure that applies to School Call Offs;

Services and Service Requirements	means the Services specified in Schedule 3 (the Specification) that the Contractor shall make available to the Customers in accordance with this Framework Agreement;
SLA	means Service Level Agreement;
SME	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions;
Social Value	means improving the economic, social and environmental well-being of those involved with the delivery, or receiving of the Services;
Specification	means the specification of Services being offered to the Customer by the Contractor under this Framework Agreement as included in this Framework Agreement at Schedule 3;
Sub-Contractor	means any contractor selected, appointed and managed by the Contractor. The terms “Sub-Contract” and “Sub-Contracting” shall be similarly construed;
Summative Assessment	means the assessment carried out at the end of a period of learning;
Targeted Delivery Payments	means payments made by the Department to the Contractor in circumstances set out in the Specification;
Teacher Recruitment and Retention Strategy	means the strategy the Department is taking to ensure recruitment and retention of teachers in England, as further detail at Teacher recruitment and retention strategy - GOV.UK (www.gov.uk) ;
Teacher Reference Number (TRN)	means a unique identifier for each teacher, allowing them to evidence teaching qualifications.
Teachers' Standards	means the standards (found here Teachers' standards - GOV.UK (www.gov.uk)) which set the minimum requirements for teachers' practice and conduct;
Tender	means the Tender submitted by the Contractor which was accepted by the Department in respect of this Framework Agreement;
Termination Date	shall mean the date on which the Framework Agreement terminates before the end of its intended Contract Period, in accordance with the terms of the Framework Agreement;
Terms of Access	means the agreement between the Department and a School which applies when a School wishes to access the Framework Agreement;
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing the EC Acquired Rights Directive 77/187 into English law;
Uplift Payment	means a payment of £100 (or other such amount as specified by the Department) paid to the Contractor for recruiting Participants eligible for Targeted Delivery Payments;

Variation	A change to the terms of this Framework Agreement agreed in accordance with Schedule 5;
Working Day	means any day other than a Saturday or Sunday or public holiday in England and Wales.

SCHEDULE 2 – MODEL CALL OFF CONTRACT

SCHEDULE 3 – SPECIFICATION

1 PART A: SETTING UP AN INSTITUTE OF TEACHING

1. NAME AND BRANDING

- 1.1. The institute of teaching (herein, the 'Institute') shall be known as National Institute of Teaching (NlOT). The Contractor is not permitted to change the name without the prior written agreement of the Department.
- 1.2. The logos, branding and all associated marketing of the Institute are subject to Clause 32 of the Framework Agreement and the marketing requirements set out in section 18 of this Specification.

2. GOVERNANCE, MANAGEMENT AND RESOURCING

- 2.1. The Contractor must implement robust management arrangements and operate them in accordance with its Proposals.
- 2.2. The Contractor must ensure:
 - 2.2.1. it has documented management and quality management processes and procedures;
 - 2.2.2. there is visibility of who is responsible for the day-to-day operations and overall management of the Institute;
 - 2.2.3. there is a clear line of responsibility for decision-making and defined roles and responsibilities for all individuals employed by the Contractor;
 - 2.2.4. it keeps records (minutes and/or audio/video recordings where appropriate) of internal management meetings and any meetings involving external parties (including those with supply chain partners);
 - 2.2.5. that individuals with senior and decision-making authority and responsibility for quality assurance have the necessary skills, qualifications and experience to allow them to undertake their role effectively;
 - 2.2.6. it keeps records and details of the decisions taken that impact the operation and management of the Institute;
 - 2.2.7. it records details of all expenditure and operates a procurement policy that ensures fairness and transparency, promotes opportunities to Small and Medium Enterprises and there is segregation between the role of the buyers and with the responsibility for financial approvals and payment of invoices;
 - 2.2.8. that the governance, reporting and management arrangements it implements support the effective and efficient management and operation of the Institute and the delivery of the Services; and
 - 2.2.9. it complies with Schedule 16 of the Framework Agreement and any additional governance and/or management and reporting requirements specified in individual Call Off Orders.

- 2.3. The Contractor must put in place a governance structure that provides appropriate levels of scrutiny and quality assurance of all Services that the Institute is delivering. This governance arrangement must be structured so as to ensure the design and delivery of research is independently quality assured.
- 2.4. The Contractor must have expert understanding of the underpinning frameworks and evidence base of the Initial Teacher Training Core Content Framework (ITT), the Early Career Framework (ECF), reformed National Professional Qualifications (NPQs) and the new National Leaders of Education Development Framework (NLEs). It must also demonstrate an expert understanding of the evidence base on effective teacher development.
- 2.5. The Contractor must ensure that its staff have appropriate and necessary expertise and experience to run the Institute. This should include experience of:
 - 2.5.1. designing and delivering high-quality, evidence-informed ITT programmes;
 - 2.5.2. designing and delivering in-depth and coherent annual teacher and leader development programmes that utilise a variety of evidence-informed methods;
 - 2.5.3. designing, developing, and managing robust programmes of research including:
 - a) reviewing and evaluating a wide range of evidence;
 - b) accurately synthesising complex information; and
 - c) utilising a range of primary research methods.
 - 2.5.4. evaluating programme effectiveness using findings to improve programme design for future Cohorts;
 - 2.5.5. working with a system-wide network of teacher development experts and subject leaders;
 - 2.5.6. recruiting ITT Participants, schools and/or stakeholders to engage with a programme;
 - 2.5.7. delivering a service at the scale required for the Institute (in the context of teacher training/development); and
 - 2.5.8. establishing, leading and managing an organisation that operates at scale across multiple locations.
- 2.6. The Contractor must provide and maintain an organisation chart and resource management plan for the Institute, which details the organisational structure the skills and experience of those involved in the organisation. These plans must show how those involved have the necessary expertise and experience to successfully run the Institute.
- 2.7. All plans must contain contingency measures in the event that any key personnel leave the organisation.

3. SETTING UP THE INSTITUTE'S DELIVERY MODEL, INCLUDING ITS REGIONAL CAMPUSES

Delivery model and Sub-Contractors

- 3.1. The Institute must be a national organisation that operates through at least four regional Campuses, as set out in 3.8¹. In this context, “national organisation” reflects the scope and reach of the Institute as a whole – for example, its role in developing and sharing best practice will support teacher development Providers across the country. It does not mean that the Institute must deliver face-to-face training in every part of the country.
- 3.2. The Contractor’s delivery model must ensure that the Institute can fulfil its role, both (a) as an exemplary deliverer of ITT, the ECF, NPQs and NLE training, and (b) in supporting other organisations to understand and implement best practice in teacher development delivery.
- 3.3. The Contractor’s delivery model must clearly set out how each of the Institute’s functions will be delivered; who will be involved in delivering those functions; where accountability will lie for each element; and the rationale for these happening at the determined level. The Contractor’s delivery model must also set out how the Institute will operate through its Campuses. Functions or activities might be delivered on a national, regional or local level. Some might be delivered face-to-face and others might be virtual; some might use a blended approach.
- 3.4. The Contractor is permitted to use Sub-Contractors, and work with other partners, as part of its delivery model. These could include relevant organisations such as Teaching School Hubs, ITT Providers and ECF and NPQ Lead Providers and Delivery Partners. Such partners (and any other partner that is classed as being essential to the delivery of the Services) will be classed as Key Sub-Contractors and the minimum selection criteria that apply are set out in Table 1 below.

Table 1: Minimum selection criteria for different types of Key Sub-Contractors	
Commercial organisations, charities, Higher Education Institutions and consultants	Schools, trusts and ITT Providers
Potential Sub-Contractors must: <ol style="list-style-type: none"> i. meet with the same assessment criteria as the Contractor is subject to in respect of parts 1 & 2 of the Selection Questionnaire; ii. have no unmanageable conflicts of interest or reputational risk to the Department or the Institute; iii. have no unresolved performance issues on any contract they have with the Department. 	Potential Sub-Contractors must: <ol style="list-style-type: none"> i. demonstrate sustained high performance for all pupils; ii. demonstrate fidelity to the ITT, ECF and NPQ frameworks as appropriate; iii. be graded Good or Outstanding for overall effectiveness by Ofsted; iv. have no unmanageable conflicts of interest or reputational risk to the Institute; v. have no unresolved performance issues.

- 3.5. The Contractor must include details of all of their proposed Sub-Contractors in their Delivery Solution which are submitted with each Quotation.
- 3.6. The Department reserves the right to undertake due diligence on any Sub-Contractors or partner organisations in the Contractor’s delivery model, to ensure

¹ [Note to Potential Suppliers: further context on what a Campus might be or look like is provided in Document 0: Introduction and Background to the Institute of Teaching Procurement]

compliance with the minimum criteria in Table 1. Clause 7 of the Call Off Contract set out the provisions relating to Sub-Contractors (including removal thereof in accordance with Clause 7.12).

- 3.7. One of the Institute's principal roles is to support and promote teacher development delivery across the sector. This means that other Teacher Development Providers must be able to understand and emulate how the Institute delivers ITT, the ECF and NPQs in an exemplary way. To enable this, the Contractor must publish details of its approach and delivery model online.

The Institute's Campuses and where they are located

- 3.8. The Institute must operate four (or more) Campuses.
- 3.9. In respect of the Contractor's choice of Campus and their locations, the following applies:
- 3.9.1. It is not a requirement for the Institute to have a specific base or headquarters but if the Contractor's delivery model includes a base or headquarters, this must not be in London.
- 3.9.2. The base or headquarters may be one of the Institute's Campuses.
- 3.9.3. One of the Campuses must be in one of the following regions: North East, North West, Yorkshire and the Humber².
- 3.9.4. No more than one of the Institute's Campuses may be in London.
- 3.10. The Campuses shall be in the following locations:
- 3.10.1. location 1 – Institute of Teaching North West;
- 3.10.2. location 2 – Institute of Teaching North East;
- 3.10.3. location 3 – Institute of Teaching London & South East;
- 3.10.4. location 4 – Institute of Teaching Midlands & South West;
- The Contractor's headquarters is located at Tauheedul Islam Girls' High School, Blackburn. Each Campus will have a regional anchor, (a **"Foundation College"**) as set out in 3.10.5 to 3.10.8 below. The role of each Foundation Colleges is further described in Schedule 18 Q1a: Setting up the Institute.
- 3.10.5. location 1 – Star Academies;
- 3.10.6. location 2 – Outwood Grange Academies Trust;
- 3.10.7. location 3 – Harris Federation;
- 3.10.8. location 4 – Oasis Community Learning;

² The regions are: North East, North West, Yorkshire and the Humber, East Midlands, West Midlands, East of England, London, South East and South West. As defined by the Office for National Statistics: <https://www.ons.gov.uk/methodology/geography/ukgeographies/administrativegeography/england>

- 3.11. In accordance with the requirements around exemplary delivery (section 7), the Institute must deliver its ITT, ECF and NPQ training programmes in all Campus areas. At least 15% of the Department's minimum target numbers for the ITT, ECF and NPQ programmes must be allocated to each Campus. For example, with four Campuses, each Campus must therefore be allocated at least 150 ITT Participants, 300 ECTs and their Mentors, and 150 NPQ Participants. In this context, "allocated" does not mean that the Campuses are where all face-to-face training must take place. Instead, all Participants and trainees will belong to a Campus in some way, perhaps as part of a regional Cohort.
- 3.12. The Contractor is not permitted to change any of the Campuses, as set out in paragraph 3.10 above, without the express prior written agreement of the Department under a Variation in accordance with Schedule 5 of the Call Off Contract. In the event the Contractor proposes to change or add to any of its Campuses, it must consider and comply with the requirements set out in section 3 of this Service Specification.
- 3.13. The Contractor's delivery model and choice of Campus locations must always take account of the following:
- 3.13.1. local need, including where the Institute is most likely to benefit disadvantaged schools and Cohorts, and where additional high-quality capacity is most needed;
 - 3.13.2. ability for the Institute to be successful in delivering in these areas;
 - 3.13.3. how the Institute will work collaboratively to add to the capacity in those areas. This includes taking into account other organisations operating there such as Teaching School Hubs. Teaching School Hubs may form part of the Institute's delivery model as a Sub-Contractor and/or Campus.
- 3.14. The Contractor should continually assess, monitor and reflect underrepresented geographical areas of particular need within its strategy for growing the programme.
- 3.15. The Department reserves the right post Framework Award to specify more targeted requirements, constraints or geographical preferences relative to the Institute's Campuses to ensure they are delivering on the strategic aims and objectives of improving education standards in all areas. Any changes to this section 3 (or any others that are relative to the Institute's Campuses and locations thereof) must be agreed under a Variation in accordance with Schedule 5 (Contract Change Procedure).

4. DEGREE AWARDING POWERS

- 4.1. The Institute will need to independently deliver Initial Teacher Training courses that carry an academic award, for example a Post Graduate Certificate in Education (PGCE). Therefore, as a new Higher Education Institution (HEI) in England, the Contractor must register with the Office for Students (OfS) and gain Degree Awarding Powers (DAPs) in order to award post-graduate qualifications independent of other HEIs and validate PGCEs delivered by other ITT Providers.
- 4.2. The Contractor must:

- 4.2.1. Have in place or seek to employ temporary and/or permanent personnel (including consultants where appropriate), with demonstrable experience of working in HE and with the requisite expertise to address the policy and process requirements associated with successfully registering with the OfS [4.2.5] and applying for New and/or Full DAPs, i.e. experience in HE administration; data; finance; policy; governance and regulation. In particular, where this experience is in the context of a new HE institution.
- 4.2.2. Before registering with OfS and applying for New and/or Full DAPs, work with the Department and any supplier(s) identified by Department to agree the evidence and submissions that will be produced, in line with OfS/Quality Assurance Agency (QAA) requirements; present iterations of evidence and submissions for Department comment.
- 4.2.3. Apply to register with the OfS and for DAPs as soon as possible after contract award. The exact date by which the Institute must register with the OfS and begin New/Full DAPs application will be agreed between the Contractor and the Department.
- 4.2.4. Pay the fees associated with OfS registration.
- 4.2.5. Compile the relevant evidence and iterative submissions associated with OfS registration as required, including: an access and participation plan or access and participation statement; information on the Institute's approach to consumer protection law; a student protection plan; evidence of financial viability and sustainability; and information about management and governance arrangements.
- 4.2.6. Meet the registration and requirements for new HE institutions set out by the OfS.
- 4.2.7. Participate/cooperate with the QAA in their quality and standards review (QSR).
- 4.2.8. Apply for and meet the requirements for Full DAPs, within a timeframe to be agreed with the Department. While the Contractor awaits confirmation of its OfS registration and acquisition of Full DAPs, it may work with relevant partners (e.g. Higher Education Institutions) to award postgraduate degrees.
- 4.3. The Contractor must comply with the requirements of the OfS and their application process. If the Contractor incurs additional costs that it could not reasonably have made consideration for at the point of Tendering, due to requirements or obligations imposed on the Contractor by the OfS regarding registration and/or acquisition of New/Full DAPs, the Contractor must notify the Department as soon as practicable. The parties will discuss how any cost increases will be managed and, if appropriate, agree a Variation, in respect of any agreed increase in the costs and/or Charges where appropriate.

5. SCHOOL AND PARTICIPANT SELECTION

- 5.1. The Institute will work with schools that provide in-school training experiences and placements for ITT trainees; schools where ECF Participants are based; and schools where NPQ Participants are based.

- 5.2. As set out in our definition of exemplary delivery, the Contractor must develop models of school partnership and placement that maximise the impact of school-based training experiences. The Contractor must work with a diverse range of schools, with a clear focus on:

Schools serving disadvantaged areas and Cohorts

- 5.2.1. The Institute is expected to work with schools serving disadvantaged areas and Cohorts across the delivery of all its programmes:
- (0) for the ECF, of the minimum number of ECTs and their assigned mentors recruited onto the programme, 22% must come from schools where at least 40% of pupils are eligible for Pupil Premium.
 - (1) for all NPQs (Specialist and Leadership), targeted funding will be provided for teachers employed by an "Eligible Establishment" in England, i.e. one that is within the top 30th percentile in relation to pupils on Pupil Premium, as of the end of the previous academic year. For a list of Eligible Establishments see the Table 5 in this Specification. The Department reserves the right to amend criteria (and those establishments listed in Table 5) in respect of what constitutes an Eligible Establishment from time to time. Only eligible teachers will receive Department funded training. The Scholarship Funding Criteria that applies to all Department funded Call Off Contracts which include NPQ service delivery is as set out in paragraph 13.2, Table 4.
 - (2) for ITT, of the minimum number of ITT trainees recruited onto the programme, at least 5% must spend at least half of their placement time in a school where at least 40% of pupils are eligible for pupil premium.

Schools not affiliated with the Institute's parent organisations.

- 5.2.2. The Institute is expected to engage with a range of schools and not solely rely on schools that are within any trust involved in running the Institute. From September 2022, the Institute must ensure that, across all Campus locations, at least 65% of schools, where ECF or NPQ Participants work, are not part of a trust that is involved in running the Institute or delivery of the Services.
- 5.3. The Contractor is encouraged to work with schools that have limited engagement with ITT. The Institute should aim to work with at least some schools that have no history or an inconsistent history of offering ITT placements for trainees.
- 5.4. The Institute's school selection model must reflect national demand and ensure it is not heavily focussed in areas already targeted by multiple Lead Providers as appointed to the ECF and NPQ Frameworks.
- 5.5. The Department reserves the right to amend and add further school targeting requirements to ensure alignment with future departmental priorities.
- 5.6. The Contractor must:
- 5.6.1. establish and operate robust, unbiased recruitment, selection and admission policies, focussed recruiting high quality and diverse trainees;
 - 5.6.2. establish and operate robust deferral and withdrawal policies that take account of Management Information required by the Department;

- 5.6.3. ensure policies are transparent, reliable, inclusive and support social mobility;
- 5.6.4. assess teachers before registration, to ensure suitability and commitment to the programme; and
- 5.6.5. undertake eligibility checks – e.g. for NPQ Scholarship Funding Criteria (see section 13).

6. ESTABLISHMENT AND MOBILISATION

- 6.1. Under the First Call Off Contract, the Contractor must provide the following Services. These relate to the Establishment and Mobilisation of the Institute as a whole, as well as its ITT delivery and ITT recruitment targets. More information on ITT is provided in section 8 of this Specification.

The Contractor must:

- 6.1.1. identify and agree a name and brand associated with the Institute as set out in section 1 of this Specification;
- 6.1.2. register with the OfS and undertake other activity in respect of achieving DAPs as set out in section 4 of this Specification;
- 6.1.3. register with the 'Find and Apply' service as set out in section 8 of this Specification;
- 6.1.4. design and submit ITT content and training materials as set out in section 8 of this Specification;
- 6.1.5. establish an ITT delivery function as set out in section 8 of this Specification;
- 6.1.6. deliver an exemplary ITT programme to all Cohorts from September 2023, as set out in section 8 of this Specification;
- 6.1.7. meet the recruitment targets for each ITT Cohort as set out in Part 2 of Schedule 2 of the Call Off Contract;
- 6.1.8. design and submit an ECF Full Induction Plan (FIP) as set out in section 9 of this Specification;
- 6.1.9. develop and submit a policy on ECTs undergoing an extended or reduced term of induction, part-time ECTs and ECTs transferring schools during their training/induction period as set out in section 9 of this Specification;
- 6.1.10. design and submit NPQ and Early Headship Coaching Offer course content as set out in section 10 of this Specification;
- 6.1.11. develop 48 (forty eight) case studies in accordance with section 10 (in particular 10.25) of this Specification;
- 6.1.12. design and submit an NLE programme as set out in section 11 of this Specification;

- 6.1.13. set up a Best Practice Function that is able to deliver the requirements set out in section 12 of this Specification from September 2022;
- 6.1.14. develop and implement a communications and marketing plan for the Institute that meets with the requirements of section 18 of this Specification;
- 6.1.15. develop and host a Digital Platform as set out in section 19 of this Specification and Schedule 14 off the Call Off Contract;
- 6.1.16. undertake any other such tasks and activities to ensure the Contractor is in a position to deliver all other Services from 1st September 2022;
- 6.1.17. Undertake any other requirements included in the Call Off Order.
- 6.2. The Contractor must deliver the Establishment and Mobilisation in accordance with its Mobilisation Plan and meet the Milestones set out in Schedule 16 of the Call Off Contract.
- 6.3. The Contractor is paid for Establishment and Mobilisation in accordance with part 1 of Schedule 2 of the Call Off Contract. For the avoidance of doubt, the Contractor is not paid by the Department for any activity it provides in respect of 6.1.6 and 6.1.7. Like other ITT Providers, the Contractor will recover costs related to this aspect of the Services from bursaries, tuition fees and/or other income from ITT delivery.

2 PART B: DELIVERY REQUIREMENTS

7. EXEMPLARY DELIVERY REQUIREMENTS

- 7.1. The Institute must meet the requirements of existing ITT, ECF and NPQ Lead Providers, and of the NLE development programme, as described in this Service Specification in sections 8-11. It must deliver training in a manner that demonstrates high fidelity to the frameworks underpinning the programmes it is delivering (i.e. the ITT Core Content Framework, the ECF, NPQ and NLE frameworks, as well as the Department standard for teachers' professional development³).
- 7.2. The Contractor must design and deliver all of its teacher development programmes (ITT, ECF, NPQs and NLE) in an exemplary way. This means that the Contractor must:

7.2.1. Exemplify how ITT, ECF, NPQs and NLE programmes can be designed, sequenced and delivered as part of an overall coherent teacher development journey from trainee through to executive headship, and subsequently to system leadership.

- a) It will ensure programmes are designed and delivered to introduce knowledge and practise experiences at appropriate times for maximum efficiency and impact. The Institute will design programmes to create an overall progression model where Participants gradually and deliberately build their expertise over time. The Institute will use of a range of methods

³ <https://www.gov.uk/government/publications/teachers-standards>

to achieve this, carefully and intentionally orchestrating these as part of the overall programme design.

- b) It will create a consistent and coherent shared body of knowledge, language and expectations understood by all Participants across different programmes.

7.2.2. Use expert understanding of evidence to inform and implement teacher development delivery approaches.

- a) It will have a deep and nuanced understanding of the existing evidence on teacher development, including the evidence underpinning the NPQ for Leading Teacher Development. It will use this understanding to make informed judgements about how to deliver effective teacher development. The Institute will be able to identify where strength of evidence supports an approach being implemented with high fidelity. The Institute will also identify opportunities to build the evidence base by regularly reviewing literature, liaising with other experts and practitioners, and running trials on approaches to delivery. This could include applying learning from cognitive science or behavioural science to teacher development and the testing of cutting-edge delivery approaches, where appropriate.
- b) It will demonstrate how it will constantly learn and adapt in light of new evidence. The Institute will monitor the effectiveness of its programmes through rigorous ongoing monitoring and evaluation, demonstrating a commitment to evidence-informed practice, continuous improvement, and innovation.
- c) It will focus on identifying and developing approaches that support teachers to improve their practice with maximum effectiveness and efficiency prioritising delivery approaches that are scalable and reliable, as well as learning about how to successfully scale approaches.
- d) It will focus on how it can use evidence to develop approaches that will work for all pupils, especially those from disadvantaged backgrounds.
- e) It will develop and exemplify the most effective approaches for contextualising teacher development to meet the needs of all Participants, accounting for their subject, phase, and setting.

7.2.3. Create a world-leading faculty.

- a) It will ensure that trainees and teachers have access to leading specialists, expert colleagues and high-quality subject and phase experts including those with proven track records of achieving exceptional pupil outcomes.
- b) It will build a cadre of exceptional teacher educators. Develop new models for recruiting, selecting, and training mentors/teacher educators who are exceptional teachers, as well as highly trained teacher educators. The Institute will lead the way in raising the status of teacher education and teacher educators in schools, in alignment with the NPQ for Leading Teacher Development.
- c) It will create a growing community of teachers and leaders who have undergone training and development through the Institute with a shared commitment to improving the quality of evidence-informed teaching in schools.

7.2.4. Develop models of school partnership and placement that maximise the impact of school-based training experiences.

- a) It will ensure that the school-based elements of training are of the highest quality.
- b) It will design and deliver programmes that ensure seamless coherence and alignment between in-school and centre experience. Sequenced theoretical content must be seamlessly interwoven with, and supported by, structured and sequenced opportunities to observe, deconstruct and practise aspects of effective teaching. There must be opportunities to receive informed, targeted, aligned, consistent and actionable feedback, enabling progression to more complex knowledge and practise.
- c) It will exemplify how participation in teacher development can drive school improvement in a wide range of schools, including schools who have historically been less involved in ITT and teacher development programmes.

7.2.5. Exemplify delivery approaches that meet the needs of all Participants.

- a) It will ensure that training is designed and delivered to promote a sustainable approach to teacher workload and wellbeing.
 - b) It will design and deliver training in a way that supports the diversity of the teaching workforce, enabling Participants from all backgrounds to thrive in their careers. (For example, ensuring delivery is compatible with flexible working).
- 7.3. The Contractor will meet the requirements of exemplary delivery as set out in the Contractor's Final Tender submission in Schedule 18 of the Framework Agreement, Q2a – Q2e inclusive.
- 7.4. If the Contractor requires flexibility on specific delivery requirements below in order to fulfil the Institute's purpose as an exemplary deliverer of teacher training and development, these will be considered by the Department on a case-by-case basis.

The Contractor's Delivery Solution for exemplary ECF, NPQ and NLE Services

- 7.5. The Contractor delivers the Call Off Contract in accordance with its Delivery Solution included in Schedule 1 Part 2 (the Contractor's Solution).
- 7.6. [Note for Potential Suppliers: Any additional requirements relevant to the Delivery Solution that are specific to individual Call Off Contracts to be specified here.]

8. INITIAL TEACHER TRAINING REQUIREMENTS

- 8.1. As part of its exemplification of the teacher development pathway, the Contractor must design and develop an exemplary ITT programme, to be delivered in line with the requirements below as well as those outlined in section 7.

- 8.2. The Contractor must adhere to the same mandatory guidance and accompanying advice that apply to all ITT Providers. These are outlined in the Department's ITT criteria⁴. All trainees must be assessed against the Teachers' Standards⁵.
- 8.3. The Contractor's ITT offer must encompass the full entitlement described in the ITT Core Content Framework (2019 as updated and amended)⁶.
- 8.4. The Contractor must understand the context to ITT, which is the basis for the Services, and contains the drivers for this requirement:
- 8.4.1. previous guidance on how to become an accredited ITT Provider and the support available: <https://www.gov.uk/guidance/initial-teacher-training-itt-accreditation>
 - 8.4.2. initial teacher education inspection framework and handbook: <https://www.gov.uk/government/publications/initial-teacher-education-ite-inspection-framework-and-handbook>
- 8.5. The Contractor must ensure that the delivery of ITT is designed to lead to qualified teacher status (QTS) after one year and ensure that a minimum of 93% of recruits that start the Programme achieve QTS by the end of the Programme.
- 8.6. The Department reserves the right to amend the requirements stated in section 8 or add additional requirements dependent on the outcome of the ITT market review. All changes shall be agreed under a Variation in accordance with Schedule 5.
- 8.7. Not used.
- 8.8. The Contractor must recruit and deliver training to a minimum of **five hundred trainees** for the academic year starting in September 2023 and **one thousand trainees** for the academic year starting in September 2024 and academic years thereafter for the length of the Framework Agreement. Precise delivery volumes for ITT will be agreed with the Department annually. The Department at its absolute discretion reserves the right to amend these numbers, to ensure they remain reflective of take up levels of the programme, the balance between supply and demand, and Framework capacity.
- 8.9. The Contractor must recruit and train ITT Participants across primary and secondary in EBacc and the main school curriculum subjects. It must prioritise hard-to-recruit to subjects. Delivery plans must be agreed with the Department.
- 8.10. The Contractor must be set up in a way that enables it to deliver ITT – for example, by seeking accreditation or working with accredited partners. More information on accreditation is available on GOV.UK⁷.

⁴ <https://www.gov.uk/government/publications/initial-teacher-training-criteria/initial-teacher-training-itt-criteria-and-supporting-advice>

⁵ <https://www.gov.uk/government/publications/teachers-standards>

⁶ <https://www.gov.uk/government/publications/initial-teacher-training-itt-core-content-framework>

⁷ <https://www.gov.uk/guidance/initial-teacher-training-itt-accreditation>

- 8.11. The Contractor must be set up in a way that enables it to receive external funding for ITT delivery (e.g. tuition fees, bursaries) from September 2023.
- 8.12. The Contractor must register with the Find Postgraduate Teacher Training and Apply for Teacher Training services and use these services to recruit trainees and manage applications.
- 8.13. The requirements relating to submitting curriculum content for review and approval are set out in Schedule 8 (Quality Assurance) of the Call Off Contract.

Ofsted ratings

- 8.14. The Contractor must ensure any accredited ITT Providers engaged in the Institute's ITT programme are not rated less than 'Good' by Ofsted in their latest Initial Teacher Education inspection across the phases in which they are training. The rating of 'Good' must be in place prior to them being appointed as a Sub-Contractor, and continue to be at least rated as 'Good' throughout their employment (or otherwise) as a Sub-Contractor.
- 8.15. Should the rating of an accredited ITT Provider, that is employed as Sub-Contractor by the Contractor (to whatever extent), fall below an Ofsted rating of 'Good', then the Contractor must ensure the quality of the ongoing Initial Teacher Training provision for Participants is maintained. Should the accredited ITT Provider receive a less than 'Good' rating on re-inspection, the Contractor must remove them as a partner at the earliest opportunity, whilst protecting the interest of current trainees and future candidates.

9. THE EARLY CAREER FRAMEWORK REQUIREMENTS

Overall requirements

- 9.1. The Full Induction Programme includes 6 elements:
 - 9.1.1. Product 1 - Sequence
 - 9.1.2. Product 2 - Self-directed Study Materials
 - 9.1.3. Product 3 - Mentor Session Materials
 - 9.1.4. Product 4 - ECT Training Session Outlines
 - 9.1.5. Product 5 - ECT Training Programmes
 - 9.1.6. Product 6 - Mentor Training Programmes
- 9.2. The Contractor must design training for ECTs and their Mentors (Products 5 and 6) using one of the Core Induction Programmes produced by our Early Roll-Out Contractors.
- 9.3. In designing the training referred to in 8.1, the Contractor is granted flexibility around 'how' to deliver the training but not 'what' training to deliver. For the Institute, the 'how' will be designed by the Contractor and agreed with the Department, to fulfil the exemplary delivery requirements in section 7. Training session outlines dictate the ECF statements that the Contractor should cover in particular sessions and the desired outcomes that the Contractor must ensure are met. There is flexibility on how the Contractor achieves those outcomes although the Contractor is required to adhere to the suggested timings in the training

session outlines. There are no training session outlines for Mentor training and no specific timings other than the Contractor must ensure that Mentor training provides for a maximum of 36 hours of training for Mentors over two years. Mentor training must as a minimum ensure Mentors are proficient in the content of the ECF and are equipped with the core mentoring skills sufficient to support the ECF with the chosen Core Induction Programme.

- 9.4. A brief summary of each of the elements the Contractor must design can be found in Table 2 below. Table 3 describes Products 1-4, as procured in Early Roll-Out, on which the Contractor's training must be based.

Table 2: Description of Products and Services for the Institute

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

Table 3: Description of the elements of the Core Induction Programme

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

The ECF Services required

- 9.5. As part of its exemplification of the teacher development pathway, the Contractor must design and develop exemplary ECF Full Induction Programmes for ECTs and Mentors, to be delivered in line with the requirements below as well as those outlined in section 7.
- 9.6. The design of the Full Induction Programmes must be delivered as part of the Establishment and Mobilisation Services as set out at paragraph 6.1.8 above .

- 9.7. This ECF programme must be distinct from, and additional to, any ECF programmes that organisations are delivering elsewhere. This means that the ECF Full Induction Programme as a whole must differ in some way from existing programmes. It also means that the ECF Participants that the Institute trains cannot be counted as part of any other organisation's ECF delivery. However, some elements from other, existing programmes (e.g. curriculum materials) may be utilised as part of the Institute's ECF offer.
- 9.8. The Contractor must understand the context to the ECF, which is the basis for the Services, and contains the drivers for this requirement, including (which may be updated as required):
- 9.8.1. The ECF, which underpins an entitlement to a funded, two-year package of structured training and support for ECTs and their Mentors, available at: <https://www.gov.uk/government/publications/supporting-early-career-teachers>
 - 9.8.2. The Core Induction Programmes include high-quality development materials, underpinned by the ECF, which will support early career teachers to develop the essential knowledge and skills to set them up for a successful and fulfilling career in teaching, available at: <https://www.early-career-framework.education.gov.uk/>
 - 9.8.3. The Strengthening Qualified Teacher Status and improving career progression for teachers, consultation. The summary of responses received, along with the Government's response outlining the next steps, available at: <https://www.gov.uk/government/consultations/strengthening-qualified-teacher-status-and-career-progression>
 - 9.8.4. The Department's Teacher Recruitment and Retention Strategy, available at: <https://www.gov.uk/government/publications/teacher-recruitment-and-retention-strategy>
 - 9.8.5. The Department's Induction for newly qualified teachers (England) statutory guidance for appropriate bodies, headteachers, school staff and governing bodies, available at: <https://www.gov.uk/government/publications/induction-for-early-career-teachers-england>
 - 9.8.6. The National Standards for school-based ITT mentors, available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/536891/Mentor_standards_report_Final.pdf
 - 9.8.7. The Teachers' Professional Development Standard, defining good professional development for teachers, available at: <https://www.gov.uk/government/publications/standard-for-teachers-professional-development>
- 9.9. The Contractor must recruit and deliver training to a minimum of **two thousand ECTs and their assigned Mentors** each year, from the academic year starting in September 2023 and – subject to the Institute's performance, capacity and future budget being secured – deliver as a minimum a further 1,000 ECT and their assigned Mentor places annually. This is subject to confirmation as part of the Call Off process. The Department at its absolute discretion reserves the right to amend these numbers, to ensure they remain reflective of available funding, take

up levels of the programme, the balance between supply and demand, and Framework capacity.

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

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

Product 5a: ECT Training Programme Content

The table below sets out the essential criteria for the ECT Training Content to be met by the Contractor when designing the ECT Training Programme:

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

Service 5b: ECT Training Programme Delivery

The table below sets out the essential criteria for the ECT Training Delivery to be met by the Contractor when delivering the ECT Training Programme under Call Off Contracts.

Product 5b: Essential criteria for Training Programme Delivery	
1.	The Contractor must deliver the ECT Training Content to all ECTs in schools who have signed-up to the Contractor's programme. The ECT Training Programmes must not exceed the time allocated in the relevant Sequence for ECT Training.

2.	The Contractor has primary responsibility for the delivery of the ECT Training Programme, including for the quality of provision delivered by any Sub-Contractors, as measured by Key Performance Indicators (KPIs) and/or Service Level Agreements (SLA).
3.	The Contractor must work with schools to ensure high participation in Training Programmes, providing evidence for how the programme will meet the needs of schools and ECTs, including recognising timetabling considerations.
4.	The Contractor must develop mechanisms for accurately measuring and reporting participation and retention rates in the programme and have mechanisms and strategies for improving low participation and retention rates.
5.	The Contractor must ensure that the information and data that it holds in relation to each ECT Participant is in a format that can be shared easily. In addition, that its registration with the Information Commissioner's Office enables the Contractor to provide information to the Department, should one of its ECT Participants move schools and therefore Training Programmes to another ECF Lead Provider.

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

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

Product 6a: Mentor Training Programme Content

The table below sets out the essential criteria for the Mentor training content to be met by the Contractor when designing the Mentor Training Programme Content

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

	Contractor to make reasonable adjustments to the Mentor training following any future publication of updated standards and/or frameworks.
6.	The Contractor must produce Mentor training content that works for all Mentors, regardless of subject, phase or context. This can either be a universal set of training content suitable for all Mentors, drawing from a range of subject, phases and contexts or separate sets of training content which are subject, phase and/or context specific.

Service 6b: Mentor Training Programme Delivery

The table below sets out the essential criteria for the Mentor training delivery to be met by the Contractor when delivering the Mentor Training Programme.

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

NQTs and Mentors: Part-time, Reduced Inductions, Portability

- 9.12. The Contractor must ensure its training/content is suitable for take up by part-time ECTs, ECTs who have an extended induction, including to account for breaks in induction such as maternity leave, and those who move schools during induction. In the latter situation where the ECT moves schools mid induction, the Contractor must ensure that the ECT is able to continue their training with them unless there is an exceptional circumstance such as the ECT moves to a different geographical area that is not covered by the Contractor. In such a situation, the Department will not make any further output payments to the initial ECF Lead Provider as they will no longer be delivering to the ECT.
- 9.13. The Contractor must ensure its training/content works for ECTs undertaking a reduced term of induction of at least one academic year. Reductions will be decided by Awarding Bodies, and guidance on content to be covered on reduced inductions will be provided by the Department.
- 9.14. For each Cohort, unless instructed otherwise by the Department, the Contractor must have a policy on ECTs undergoing an extended or reduced term of

induction, part-time ECTs and ECTs transferring schools during their training/induction period. The Contractor must submit this policy to the Department as part of the Establishment and Mobilisation. The Contractor must update this policy and resubmit as part of its Solution for each new Cohort ensuring it incorporates all further guidance provided by the Department.

- 9.15. The Contractor must also ensure that its training/content works for part-time mentors, and those who may take a break from working, such as for maternity leave, and those who move schools during the training. In the latter situation, the mentor will continue with their original ECF Lead Provider unless there is an exceptional circumstance, as outlined above.

Targeting information

- 9.16. The Department's expectations in relation to delivery volumes are outlined in each programme section of this Service Specification, at sections 8-11.
- 9.17. Recruitment numbers in excess of the minimum target will, in line with the Call Off Procedure in Schedule 4 of the Framework Agreement, be subject to agreement by the Department.
- 9.17A The Contractor is required to train Mentors for ECTs participating in the programme. It is recognised that there will not be a 1:1 ratio in every case.
- 9.17B In the case that an ECT has more than one Mentor, only the main Mentor is automatically entitled to participate in the Mentor training.
- 9.18. The Department will include any specific targeting requirements and, where available, supporting demand data at the Call Off stage⁸ to assist the Contractor to develop its targeting and recruitment plans. In addition to the information provided by the Department, the Contractor must work collaboratively and proactively with other ECF Lead Providers in an attempt to gain an overview of national level targeting with the intention of avoiding duplication of provision and oversaturation or cold spots.
- 9.19. The Department may issue targeted Call Offs for ECTs and Mentors, including those working part time and/or requiring extended or reduced inductions. This would require service delivery to commence at a different point to the usual September Cohort start date. Any such requirements will be awarded in line with the Ordering Procedure in Schedule 4 of the Framework Agreement.

Curriculum and training content review

- 9.20. The requirements relating to submitting content for review and approval are set out in Schedule 8 (Quality Assurance) of the Call Off Contract.

10. NATIONAL PROFESSIONAL QUALIFICATION REQUIREMENTS

Overall requirements

- 10.1. As part of its exemplification of the teacher development pathway, the Contractor must design and develop the reformed suite of NPQs and the Early Headship Coaching Offer for New Head Teachers in an exemplary way, to be delivered in

⁸ Note to Potential Suppliers: further details of how Call Offs will be made under the Framework can be found in Schedule 4 of the Framework Agreement

line with the requirements below as well as those outlined in section 7. The entire suite of NPQs and the Early Headship Coaching Offer for New Head Teachers must be available for delivery from September 2023, this includes the NPQ for Early Years Leadership and the NPQ for Leading Literacy, however it is not essential that the entire suite be available for delivery in the first year, from September 2022.

- 10.1A The suite of NPQs is subject to review and may be amended from time to time. The content frameworks for all current NPQ frameworks is published here: <https://www.gov.uk/government/publications/national-professional-qualifications-frameworks-from-september-2021>. The Contractor may be required to submit Quotations to deliver newly developed NPQs during the contract period of the Framework Agreement.
- 10.2. This NPQ programme must be distinct from, and additional to, any NPQ programmes that organisations are delivering elsewhere. This means that the reformed suite of NPQ programmes as a whole must differ in some way from existing programmes. It also means that the NPQ Participants that the Institute trains cannot be counted as part of any other organisation's NPQ delivery. However, some elements from other, existing programmes (e.g. curriculum materials) may be utilised as part of the Institute's NPQ offer.
- 10.3. The Contractor must recruit and deliver training to a minimum of **one thousand NPQ Participants** each year, from the academic year starting in September 2022 and, subject to the Institute's performance, capacity and future budget being secured, deliver as a minimum a further 1,000 NPQ places annually. This is subject to future spending review and confirmation as part of the Call Off process. The Department at its absolute discretion reserves the right to amend these numbers, to ensure they remain reflective of take up levels of the programme, the balance between supply and demand, and the Institute's capacity.

NPQ programme length and timings

- 10.4. The Contractor must design exemplary training in accordance with the requirements set out in the table below:

NPQ Training Durations			
Qualification Type	Taught Course Duration	Summative Assessment Period	Total Duration
Specialist NPQs (including NPQ for Leading Literacy)	12 months	3 months	15 months
Leadership NPQs (including NPQ for Early Years Leadership)	18 months	3 months	21 months*
NPQH	18 months With flexibility to extend by up to 6 months for teachers new to the role of headship	3 months	21 months Up to 27 months for teachers new to the role of headship

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- 10.4.1. For the Leadership NPQs that commence in a February, the assessment window will begin a month after the NPQ content delivery concludes to prevent an assessment window that falls in August.
- 10.5. The content detailed in the NPQ Content Frameworks must be covered within the taught course duration. Following this, the Contractor has 3 months to deliver, mark and moderate the Summative Assessment, including working with the national moderator. The Contractor must ensure that teachers are awarded their final mark within the total timeframe.
- 10.6. The Department will fund two Cohorts for each NPQ in any one academic year:
- 10.6.1. the Autumn Cohort which must commence during term time by end of October;
- 10.6.2. the February Cohort must commence during the first working week of February.
- 10.7. The Contractor must ensure all Participants registered for a NPQ receive an induction, so they are suitably prepared to commence the training, i.e. ensuring Participants have access to the relevant systems to enable them to access materials.
- 10.8. It is the Department's intention that all Participants will be required to register with a Central Digital Platform as described in section 19 of this Specification.
- 10.9. The Contractor must deliver the training substantially within school term dates and is expected to maximise attendance/engagement by being mindful of key dates within the school year such as SATs and GCSE exam dates, as well as religious holidays.

NPQ content and design

- 10.10. The Contractor must ensure that each of the NPQ curricula and content it designs is in accordance with and includes all of the knowledge and skills outlined in the relevant NPQ Content Framework.
- 10.11. The Contractor must ensure that the content for the NPQ training works for all Participants, regardless of subject, phase, or context. This can either be via a universal programme of content suitable for all eligible Participants drawing from a range of subjects, phases and contexts or separate sets of content which are subject, phase and/or context specific.
- 10.12. The Contractor must ensure that the NPQ for Leading Teaching and Leading Literacy, includes the use of evidenced-informed, tailored subject or phase specific exemplification materials embedded into the training. This is to ensure Participants develop expert teaching practice in their relevant context.
- 10.12A The Contractor must ensure that the NPQ for Early Years Leadership includes the use of evidence-informed, tailored, context-specific exemplification materials embedded into the training. This is to ensure current and aspiring early years leaders develop expertise in early years practice and leadership in their relevant context.

- 10.13. The Contractor must develop high-quality training materials that cover all the content in the relevant NPQ Content Framework, making use of evidence of effective pedagogy and the materials should be revised over time to reflect emerging evidence and outcomes.
- 10.14. The Contractor must ensure that the taught materials are informed by current research and international best practice and in accordance with the exemplary delivery requirements in section 7 of this Specification.
- 10.15. The Contractor must ensure that as a minimum the design of the course meets the minimum hours criteria set out in the table below:

NPQ Minimum Hours Requirements			
Qualification Type	Minimum Overall Hours	Minimum Synchronous Delivery	Minimum In Person Delivery
Specialist NPQs	50 hours	20 hours	8 hours
Leadership NPQs	75 hours	30 hours	12 hours

- 10.16. To meet the minimum overall hours requirements, the Contractor should calculate the total amount of time that Participants will need to complete the programme, including using self-study materials and completing Formative Assessments, but not including personal revision time for the Summative Assessment.
- 10.17. Synchronous delivery includes in person (i.e. face to face) delivery as well as other live sessions (i.e. online lectures/seminars, group work and mentoring).
- 10.18. The table above sets out the minimum hour requirements, not guide amounts, and in all cases the Contractor will need to cover all the knowledge and skills in the NPQ Content Frameworks. As such, the Contractor may design training of different lengths within the Specialist or Leadership categories (i.e. NPQH may require more hours than NPQSL). The Contractor must ensure that the delivery of its training takes into account teacher workload considerations.

NPQ assessment

- 10.19. To pass an NPQ, a Participant must meet the following criteria:
- 10.19.1. engage with 90% of the course (exact requirements to be determined by the Contractor);
 - 10.19.2. submit and pass one Summative Assessment.
- 10.20. Throughout the programme, the Contractor is required to ensure that Participants take part in Formative Assessment, and the results of this should feed into future delivery.
- 10.21. The Contractor must design an assessment process to measure Participant engagement in the course.
- 10.22. The Contractor must provide Participants at the start of their training with a complete list of course elements that will count towards participation metrics and set out how participation in those elements will be measured. These could include, but are not limited to, face to face sessions, webinars, and self-directed study. They must, however, include Formative Assessment activities.

- 10.23. The Contractor must ensure that they comply with its legal obligations under the Equality Act 2010. The Contractor must make adjustments to ensure that course elements, including attendance at core sessions, can be adapted for Participants with protected characteristics/additional needs.
- 10.24. The Contractor must prepare NPQ Summative Assessments that:
- 10.24.1. take the form of a case study;
 - 10.24.2. are a minimum of 2,000 words in length;
 - 10.24.3. only cover content referred to in the relevant NPQ Content Framework;
 - 10.24.4. represent a likely situation to be faced by a teacher at the relevant NPQ qualification level or role;
 - 10.24.5. allow Participants to demonstrate their understanding of the relevant NPQ Content Framework and offer them an opportunity to demonstrate that they can successfully apply this;
 - 10.24.6. test Participants on a variety of both 'learn that' and 'learn how to' statements from within the relevant NPQ Content Framework;
 - 10.24.7. are accompanied by a unique and specific mark scheme setting out what constitutes a 'pass' and a 'fail', ensuring marks are awarded for both 'learn that' and 'learn how to' statements of the relevant NPQ Content Framework.
- 10.25. The Contractor must create and set a new and different case study and corresponding mark scheme for each Cohort for every NPQ to limit the risk of plagiarism. The Contractor must ensure that all Sub-Contractors use the same assessment where the Cohort/qualification level is the same. The Contractor develops an initial batch of case studies in accordance with 10.25.1 below:
- 10.25.1. the Contractor must develop and submit six case studies and mark schemes for each NPQ level (total of 48) under the First Call Off Contract. In addition, should a Call Off contract be awarded in Years 4, 5 and 6 of the Framework Agreement, the Contractor must develop further case studies and mark schemes for each NPQ level equivalent to the numbers of Cohorts that are included in Call Off Contract after Year 4.
- 10.26. The Contractor must deliver the Summative Assessment to all Participants after the course content has been delivered:
- 10.26.1. The assessment windows for Specialist NPQs are 1st October - 31st January, and 1st February to 30th April, excluding weekends and Bank Holidays;
 - 10.26.2. The assessment windows for Leadership NPQs are 1st April - 30th June, and 1st September to 30th November, excluding weekends and Bank Holidays. For the Leadership NPQs February Cohort, the assessment window will begin a month after the NPQ content delivery concludes to prevent an assessment window that falls in August.
- 10.27. Participants will be allowed an eight-day window to provide a written response of a maximum of 2,500 words for the case study in an 'open book' setting. It shall be

for the Participant to determine whether they wish to utilise the full word count within their written response. Participants should receive the unseen case study question at the start of the eight-day window (exact timing to be determined by the Contractor) and submit their response by midnight of the eighth day.

- 10.28. The Contractor must provide Participants, at the start of their training, with the dates of the Summative Assessment so Participants can plan for this with their schools.
- 10.29. The Contractor must develop mechanisms for accurately measuring and reporting participation rates in the Summative Assessment task and have mechanisms and strategies for improving low participation rates.
- 10.30. The Contractor must develop mechanisms for accurately moderating Summative Assessment answers to ensure faithful and consistent application of the mark scheme across Sub-Contractors. Additionally, the Contractor will work with the Department and/or its External Bodies to ensure a sample of up to 10% of Summative Assessment submissions are externally moderated. The Contractor must ensure that the assessment submission is able to be shared in a format that is compatible with the MS Office software suite.
- 10.31. The Contractor must develop and implement a policy which outlines mechanisms to mitigate the risk of plagiarism. This must include the use of software to detect plagiarism and detail how suspected cases of plagiarism will be investigated and addressed.
- 10.32. The Contractor must design a delivery model that promotes impartiality relating to the Assessment Function. This must include an 'ethical wall' whereby individuals involved in the delivery of NPQs are separate to the individuals involved in assessment (even if they are within the same organisation), but may also include other measures such as anonymised submissions. The Contractor may engage a Sub-Contractor specifically to complete the Assessment Function for some or all of its delivery, but this is not required.
- 10.33. The Contractor must communicate the moderated outcome of the Summative Assessment (pass or fail) to the Participants within three months of submission of their submission.
- 10.34. The Contractor must allow Participants to re-sit the Summative Assessment up to a total of one additional time, in the event they fail the first assessment.
- 10.35. The Contractor will be funded only to develop one assessment task per Cohort and so, to ensure case studies remain unseen prior to assessment, it is recommended that resits are administered at the same time as the next Cohort of the same qualification, using the case study prepared for the next Cohort.
- 10.36. If the Contractor does not have a Call Off for the next Cohort, it should administer the re-sit no later than 6 months after the Participant received their original result, using the case study/mark scheme that would have been used for the next Cohort. The cost associated with any re-sits will not be paid separately.
- 10.37. At the end of each Cohort, the Contractor must confirm with the Department for each Participant whether they fulfilled the two assessment requirements (participation metrics and the Summative Assessment) and therefore whether they were awarded the qualification.

- 10.38. Subject to the Contractor confirming that a Participant has passed the assessment requirements, a certificate will be made available for Participants to download from the Department's teacher self-service portal.
- 10.39. The Contractor must ensure that, if NPQH delivery is extended for a Participant taking the NPQH in their first two years of headship, Summative Assessment takes place during an appropriate assessment window, as outlined at paragraph 10.26, and is subject to the same moderation procedures.

Appeals

- 10.40. The Contractor must design a policy for, and operate, a fair and accessible appeals process, that can be shared with the Department on request. Where the cause for appeal relates to the marking of the Summative Assessment (including re-sits), the process must involve a minimum of one person not involved in the original marking and moderation. The policy must also cover cases where the cause of appeal relates to participation metrics (for example, a Participant believes there has been an administrative or technical error in recording engagement).
- 10.41. The Department and/or its External Body working on its behalf will be the final arbiter if all processes internal to the Contractor have been exhausted. The Contractor must endeavour to resolve appeals within a reasonable time period, and the Department therefore expects internal procedures would take no longer than 3 months from the date the appeal is submitted by the Participant.
- 10.42. A Participant's decision to appeal must not affect their ability to re-sit the Summative Assessment up to one additional time.
- 10.43. The associated cost of handling any appeals will be borne by the Contractor at its own expense.

Early Headship Coaching Offer for New Head Teachers

- 10.44. The Contractor must develop and deliver an exemplary, tailored, face-to-face support offer for New Head Teachers taking the NPQH in their first five years of headship. This must also be suitable for New Head Teachers who have taken the reformed NPQH before headship if taken within two years of becoming a New Head Teacher.
- 10.45. The Contractor must make sure the Early Headship Coaching Offer lasts for at least the duration of the New Head Teacher's first academic year in role, and delivery should take into account the workload of a New Head Teacher. The Contractor must ensure that the Early Headship Coaching Offer works for all New Head Teachers, regardless of phase or context.
- 10.46. The Contractor must give due consideration to different delivery methods; these could include, but are not limited to, a combination of coaching sessions, one-to-one support discussions and peer network support. The Early Headship Coaching Offer should enhance delivery of the NPQH, regardless of whether the New Head Teacher is currently taking the NPQH or has already completed it within two years of becoming a New Head Teacher. The Early Headship Coaching Offer must be based on the content of the NPQH Content Framework and work in relation to, and fit around, the wider NPQH programme. Individuals delivering the Early Headship Coaching Offer should have expertise in this content.

Part-time availability and portability

- 10.47. The Contractor must ensure its NPQ programmes are suitable for Participants who work on a part-time basis and be adaptable for those who move school mid-programme. The Participant should continue with their original NPQ provider (either an NPQ Lead Provider or the Contractor) unless there are exceptional circumstances i.e. moving to a different geographical area not covered by the original NPQ Provider. In such a situation, the Department will not make any further Output Payments to the original NPQ Provider for the Participant(s), as they will no longer be delivering the programme to the individual(s).
- 10.48. The Contractor must develop a policy that outlines how Participants who are part-time, defer or transfer schools during their NPQ will be handled. The Contractor must update this policy and resubmit to the Department as part of their quotation for each Annual Cohort Award ensuring it incorporates all further guidance provided by the Department.

Curriculum and training content review

- 10.49. The requirements relating to submitting content for review and approval are set out in Schedule 8 (Quality Assurance) of the Call Off Contract.

11. NATIONAL LEADERS OF EDUCATION REQUIREMENTS

- 11.1. The Contractor must design and deliver an exemplary development programme following the NLE development framework, for Participants that have provisionally been identified by the Department (or bodies acting on its behalf) as meeting the Department's new rigorous NLE standards. In doing so, the Contractor will create a professional network of the strongest school leaders equipped with the knowledge and skills to provide effective support to underperforming schools.
- 11.2. The aim of the development programme is to ensure Participants:
- 11.2.1. Have a deep, up-to-date knowledge and understanding of the latest research and evidence in each domain of the NLE development framework
 - 11.2.2. Can transfer their knowledge and practice effectively to other schools

Programme Delivery

- 11.3. The Contractor must deliver the programme to at least two Cohorts of NLEs. It is anticipated that the first Call Off Order will include a requirement to deliver to Cohort 1 comprising of approximately 100 Participants, and Cohort 2 comprising of approximately 75 Participants. The Department reserves the right to Order the delivery of the programme to additional Cohorts of approximately 50-150 Participants as required. Exact volumes, delivery timescales and numbers of Cohorts will be confirmed at the Call Off stage.
- 11.4. Cohort 1 shall commence as early as possible in academic year 2022/23 but no later than end of December 2022.
- 11.5. Cohort 2 shall commence in the summer term 2023 but no later than end of July 2023

Programme Design

- 11.6. The design and structure of the development programme (including sequencing, delivery methods and assessment approach) is set out in the Contractor's Final Tender submission set out in Schedule 18 of the Framework Agreement at Q2e. It must as a minimum be such that the development programme can:
- 11.6.1. be an exemplary leader development programme, meaning that it demonstrates high fidelity to the NLE framework, and is designed and delivered in an exemplary way, in line with the requirements below, as well as those outlined in section 7;
 - 11.6.2. be delivered over 6 school terms; with the 'Teaching' and 'Curriculum and Assessment' domains covered in the first term of delivery;
 - 11.6.3. include the creation of professional development communities so that NLEs can network, share exemplary best practice and continue their development beyond the timeframe of the programme delivered by the Contractor;
 - 11.6.4. include robust and valid mechanisms (which include moderation) to assess Participant progress against the learning aims (in paragraph 11.2 above) during the course of the development programme and communicate the outcomes to the Department; with one summative assessment in the first term, that will lead to full NLE accreditation being confirmed;
 - 11.6.5. include mechanisms to track Participant attendance and communicate this to the Department;
 - 11.6.6. meet the following minimum requirements with respect to delivery methods:

Terms	Minimum Overall Hours	Minimum Synchronous Delivery	Minimum In-Person Delivery
1-3	30 hours	18 hours	5 hours
4-6	15 hours	6 hours	-

- 11.6.7. Synchronous delivery includes in person (i.e. face to face) delivery as well as other live sessions, which could include online lectures/seminars, peer group work, mentoring or talks and briefings from experts or government officials.
- 11.7. The Contractor shall submit their programme design and have it approved by the Department one month in advance of the date specified in paragraph 11.4 above. The requirements relating to submitting content for review and approval are set out in Schedule 8 (Quality Assurance) of the Call Off Contract.
- 11.8. In line with the Institute's broader continuous improvement responsibilities, the Contractor must use Participant feedback, lessons learnt and updates to the associated evidence base to identify potential improvements to the programme and propose these to the Department for agreement.

12. DEVELOPING AND SHARING BEST PRACTICE REQUIREMENTS

- 12.1. The Institute will act as a source of expertise and support for other teacher development organisations, including ITT Providers, Teaching School Hubs, other Lead Providers, and existing ECF/NPQ delivery partners.

12.2. The Contractor must:

- 12.2.1. develop evidence of best practice in teacher development by monitoring and assessing its own delivery and conducting primary research;
- 12.2.2. test approaches to teacher development, rapidly and rigorously assessing these and showcasing results to the sector in a manner that is proportionate with the validity of the findings and caveated accordingly;
- 12.2.3. build upon, synthesise, and translate existing evidence of best practice and expertly communicate the practical applications to the sector;
- 12.2.4. communicate knowledge of best practice most effectively to the sector to ensure the maximum impact.
- 12.2.5. undertake a variety of activities to achieve the requirements of paragraph 12 including but not limited to:
 - a) producing open-source materials that can be used by other teacher development organisations to improve their own training design and delivery;
 - b) providing training and development opportunities to other teacher development organisations with the aim of building their capacity to deliver training and development that optimises their approaches to improve teacher quality;
 - c) building inclusive professional communities to share learning and experiences of what works in teacher development.
- 12.3. The Contractor shall develop and share best practice in accordance with its Solution. The Contractor must consult with the Department when it proposes any changes to how it delivers the objective set out in 12.2.
- 12.4. The Contractor must develop and implement plans to build a positive reputation and relationships with the sector that enable it to disseminate best practice effectively.
- 12.5. The Institute's must be set up to begin delivery of its proposals for developing and sharing best practice by September 2022.
- 12.6. The Contractor must deliver the requirements relating the best practice as set out in this paragraph 12 in accordance with its Delivery Solution.

13. COMMERCIAL MATTERS AND PAYMENT

- 13.1. The Contractor is paid for the delivery of Services in accordance with Schedule 2 of the Call Off Contract.

Scholarship funding for NPQs

- 13.2. The Contractor confirms that any Participants it recruits and trains under a Call Off Order placed by the Department (and are employed at an Eligible Establishment – see Table 5) are eligible (based on the criteria set out in Table 4 below) to have their training funded by the Department. Table 4 below sets out the Scholarship Funding Criteria. The Department reserves the right to amend the Scholarship Funding Criteria from time to time to take account of changes in policy and funding availability. The Scholarship Funding Criteria for Cohorts

delivered after 2023/24 is subject to the outcome of a future spending review but it is likely to have a narrower focus that may be based on factors such as:

- 13.2.1. improving leadership and building capability in schools serving disadvantaged communities or those with an high proportion of pupils eligible for pupil premium;
- 13.2.2. targeting specific geographical locations;
- 13.2.3. and increasing retention.

Table 4: Scholarship Funding Criteria		
Scholarship Funding Criteria	Policy Benefits	Delivery Requirements
<p><u>FOR ACADEMIC YEAR 22/23 & 23/24 ONLY:</u> For all Leadership NPQs, Specialist NPQs and the Early Headship Coaching Offer (for New Head Teachers, during their first five years in role), the Department will provide Scholarship Funding for all teachers and leaders who are employed in:</p> <ul style="list-style-type: none"> • state funded schools in England; • state funded organisations that offer 16-19 places in England. <p>For the NPQ in Early Years Leadership, in addition to the above teachers and leaders, the Department will also provide fully Scholarship Funding for all practitioners and leaders who are employed in Ofsted registered Early Years providers in England but only in accordance with the criteria set out in 13.10 and 13.11</p>	<p>Supports an ambition to build capability in the profession and so that teachers can expertly train and develop other teachers and improve leadership in schools.</p>	<p>The Contractor will validate that the Participant is employed by a school or organisation who meets the criteria.</p> <p>The Contractor is responsible for assessing Participants before registration, to ensure suitability and commitment to the programme.</p> <p>For the Early Headship Coaching Offer the Contractor will confirm the Participant has completed the NPQH before headship or is taking the NPQH, and is in their first five years of headship.</p>

13.3. The targeted recruitment set out in delivery Call Offs will relate to teachers funded by the Department only. Those teachers who have their training funded by a School will not count towards NPQ targets. The value of delivery direct to Schools will, however, count towards the overall value of the Framework.

13.3.1. For the NPQ in Early Years Leadership only, while it is envisioned that Participants should hold a full and relevant Level 3 qualification or higher prior to starting the NPQ, there may be instances where it is appropriate for Participants without this to take this NPQ. The Contractor should work with prospective Participants to ensure suitability and commitment to the course.

13.4. Teachers and leaders who have previously undertaken an NPQ will be eligible for funding on the reformed suite, subject to meeting the Scholarship Funding

Criteria. This includes all those who have previously deferred, withdrawn from or failed an NPQ prior to 2021 (including, but not limited to, the legacy 2017 suite). A Participant will not be eligible for Scholarship Funding and their enrolment on a Cohort will not be considered when calculating the Contractor's KPI performance if they have previously withdrawn from or failed the same reformed NPQ qualification since 2021.

Targeted Delivery Payments

- 13.5. Subject to available funding, an Uplift Payment of £100 will be paid to the Contractor for each Participant that works in a school or 16-19 organisation with between 1 and 600 pupils. The maximum amount of Uplift Payments that will be made will be specified in the Call Off Contract.
- 13.6. Uplift Payments will not be paid for Participants who work for the following organisation types:
 - 13.6.1. Local Authorities (LA-employed supply teachers and Virtual Schools);
 - 13.6.2. Young Offenders' Institutions;
 - 13.6.3. Hospital Schools that are not included in any other Scholarship Funding Criteria; and
 - 13.6.4. non-school based Early Years settings (group-based providers and childminders).
- 13.7. Uplift Payments of £100 will be paid for each ECF Participant who comes from a school from Local Authority Districts identified as in the top 20% most sparse in terms of schools per hectare or that has at least 40% of pupils eligible for pupil premium, in order to incentivise Contractors to deliver in these areas. The Uplift Payment will be paid when a Participant starts on the programme.

Table 5: Eligible Establishments
Academy 16 to 19 sponsor led
Academy 16-19 converter
Academy alternative provision converter
Academy alternative provision sponsor led
Academy converter
Academy special converter
Academy special sponsor led
Academy sponsor led
Agricultural & Horticultural College
Art, Design and Performing Arts College
City technology college
Community school
Community special school
Foundation school
Foundation special school
Free schools
Free schools 16 to 19
Free schools alternative provision
Free schools special
General Further Education College
Local authority*
Local authority nursery school
Non-maintained special school
Other Independent Special School**
Pupil Referral Unit
Secure units
Service Children's education
Sixth Form College (General)
Sixth Form College (Voluntary Aided)
Sixth Form College (Voluntary Controlled)
Special post 16 institution
Studio schools
University technical college
Voluntary aided school

Voluntary controlled school
Young Offenders' Institutions***

Eligible Establishment specific criteria

- 13.8. The Department reserves the right to:
- 13.8.1. amend the list of Eligible Establishments from time to time; and
 - 13.8.2. restrict and / or target Scholarship Funding for all or some NPQs only to individuals who work at specific Eligible Establishments to take account of changes in policy and funding availability.
- 13.9. Only Local Authority (LA) employed supply teachers and employees of virtual schools (LA run organisation that support the education of children in care) are eligible for Scholarship Funding. Potential Participants from these institutions will follow a separate registration journey from the registration service managed by the Department and they should contact the Department's helpdesk if they identify that they should be eligible for funding.
- 13.10. Other Independent Special Schools include hospital schools not included in other categories listed. Potential Participants from these institutions will follow a separate registration journey from the registration service managed by the Department and they should contact the Department's helpdesk if they identify that they should be eligible for funding.
- 13.11. Potential Participants employed at Young Offenders' Institutions will follow a separate registration journey from the registration service managed by the Department and they should contact the Department's helpdesk if they identify that they should be eligible for funding.

NPQ for Early Years Leadership

- 13.12. In accordance with the criteria stated in Table 4, potential Participants working in any of the organisations listed in Table 5 will be eligible for Scholarship Funding Criteria for the NPQ for Early Years Leadership, (providing they are suitable candidates for the course), as well as other NPQs.
- 13.13. In accordance with the criteria stated in Table 4, Early Years practitioners and leaders working in establishments set out in Table 6 below in England will be eligible for Scholarship Funding for the NPQ in Early Years Leadership only:

Table 6 - Scholarship Funding for the NPQ for Early Years Leadership only
<ul style="list-style-type: none"> • Childcare providers registered on the Ofsted Early Years Register, providing childcare on non-domestic premises i.e. People or organisations providing care for individual children in premises that are not someone's home. These are usually nurseries, pre-schools, holiday clubs and other group-based settings.
<ul style="list-style-type: none"> • Childcare providers registered on the Ofsted Early Years Register, providing childcare on domestic premises i.e. Providers where 4 or more people look after children together in a home that is not the child's.

- **Childminders, registered on the Ofsted Early Years Register** i.e. People who look after one or more children who they are not related to for payment or reward. The care takes place in a home that is not the child's own.
- **Childminders, registered with an Ofsted-registered Childminder Agency, caring for early years children.** Childminder agencies were introduced in September 2014 as an alternative registration option for childminders. As of October 2021, there were 7 Childminder Agencies registered with Ofsted.

13.14. Individuals working in establishments set out in Table 7 below will not be eligible for Scholarship Funding for any NPQ:

Table 7
British schools overseas
Higher education institutions
Independent schools/ learning providers
Non programme funded provider
Education establishments in Wales, Scotland, or Northern Ireland
Offshore schools
Other independent school
Other international schools
Other FE provider
Specialist Designated College

14. QUALITY ASSURANCE (QA)

- 14.1. The Contractor is responsible for ensuring that any Services it delivers (including those by any partners or Sub-Contractors) are quality assured in accordance with, and that they comply with, Schedule 8 of the Call Off Contract.

15. PERFORMANCE REQUIREMENTS

- 15.1. The Contractor must comply with the performance requirements and meet the SLAs and KPI targets specified in in Schedule 2 of the Call Off Contract.
- 15.2. The Contractor must also comply with the performance management and reporting requirements set out in Schedule 16 of the Framework Agreement.

16. EVALUATION

- 16.1. The Institute will be subject to its own specific evaluation as well as being evaluated in the same way as other ECF and NPQ Lead Providers.
- 16.2. The Department intends to commission an independent evaluation of the Institute to ensure that lessons are learned for future delivery. The Contractor will be required to take measures to ensure an independent evaluation of the IoT can be conducted. These measures may include collecting appropriate MI and working with the Department and/or an independent evaluator to encourage participation

in any research fieldwork. The nature of the evaluation will be determined in due course, and specific requirements will be determined in conjunction with the successful bidder.

- 16.3. The aim of the evaluation will be to ensure that delivery is meeting the stated aims of the Institute, and the needs of teacher development Providers, teachers, schools and the wider sector. The scope of the evaluation and detail of the method are still being developed. Broadly, this is likely to comprise a process evaluation focussing on the successes and challenges during implementation; in addition to measuring specific outcomes such as any effects on teaching practices and Participant retention.
- 16.4. The Department will endeavour to ensure that any evaluation activity is proportionate and low burden to all. However, the Contractor must participate in the evaluation activity as specified by the Department and ensure that teachers and schools are aware of the importance of engaging in the evaluation and take action to encourage teachers and schools to respond to evaluation activity. The Contractor must also support continuous improvement by sharing knowledge and experiences of the successes and challenges faced, with the Independent Evaluator and the Department. The Contractor must make efforts to align their own evaluation activities with that of the Independent Evaluator where appropriate.

17. CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION (MI)

- 17.1. The Contractor must put in place and maintain effective management arrangements throughout the Contract Period. The Contractor must comply with the requirements of Part 2 of Schedule 2 of the Call Off Contract and Schedule 16 of the Framework Agreement.

18. COMMUNICATIONS AND MARKETING

- 18.1. The Contractor must develop a communications and marketing strategy, which effectively promotes the offer of the Institute to the teacher and leader development sector.
- 18.2. The Contractor must maintain and update their communications and marketing strategy, to be reviewed by the Department on a monthly basis as part of contract management arrangements.
- 18.3. The Contractor's approach to communications and marketing must include, but not be limited to:
 - 18.3.1. a list of all proposed activities, inclusive of events (virtual or physical) and marketing activities.
 - 18.3.2. the rationale for the proposed activities.
 - 18.3.3. a clear timeline of when each activity will be conducted and, if applicable, any milestones the activity aligns to - e.g. teacher resignation dates.
- 18.4. The Contractor must adhere to the following minimum requirements for the Institute within its communications and marketing strategy:
 - 18.4.1. implement the communications and marketing strategy complying with the Department's branding guidelines. Seek the approval of and work collaboratively with the Department in the development of, or refresh of

the branding for the Institute and also any major strategic developments or shifts in the marketing of the programme;

- 18.4.2. demonstrate and articulate a clear connection with the Department's 'Teaching' brand and set out in detail how the programme brand will be integrated with the wider teaching brand. The Contractor should specifically consider how they present this relationship from an audience perspective so the audience understand the range of options available to them and why they may choose one over the other;
- 18.4.3. submit all media plans and materials (e.g. press releases, media interviews or media statements) for clearance by the Department's press office. These materials/plans should be sent at least 48 hours in advance (not including weekends) of their proposed use. The Contractor must take on board all required amendments from the Department's Press Office;
- 18.4.4. where using plans with language in communications that has not previously been signed off by the Department, the Contractor must submit the marketing materials 5 working days ahead of publication for the Department to review. The Department will provide comments and or clearance within 3 days. In the event the Department expects the Contractor to make changes, these must be carried out with the marketing materials resubmitted to the Department for clearance before publication;
- 18.4.5. positively contribute towards the Department's wider aim of increasing the overall appeal of teaching so that it is viewed as a more attractive profession;
- 18.4.6. adhere to government guidelines when designing marketing materials. Guidelines will be provided upon award of the Call Off Contract and will be updated regularly where needed.
- 18.5. The Contractor must utilise permitted Communications and Marketing activity to raise awareness of, and increase demand for, recruitment, for example but not limited to matters such as:
 - 18.5.1. work with the Department to maximise the likelihood that any ITT candidate with the potential to teach but who is not successful in their application for the Institute or who registers interest but does not apply for the Institute applies via an alternative training route; and
 - 18.5.2. signpost any potential ITT candidate that has an initial engagement with the Institute and is interested in teaching but not this specific route to Get Into Teaching.
- 18.6. The Contractor must be flexible and proactive in adapting their delivery to align with wider Department Communications and Marketing activity and Cabinet Office guidance.
- 18.7. All spend on communication and marketing activity within the scope of the Government Communications Service (GCS) Professional Assurance (PASS) controls is restricted. The PASS is the Cabinet Office process through which the Department gains approval for all communications spend.

- 18.8. The Contractor must base its delivery model on the assumption that only communications and marketing activity that is outside the scope of the PASS, in other words no-cost activity, is permitted. Activities considered in scope of PASS may only be undertaken with prior approval from the Cabinet Office and the Department, see 18.10 below. Activity considered in scope of PASS is:
- 18.8.1. Advertising including TV; radio; digital advertising; outdoor; print; advertorials; recruitment; costs of media; fees and commission for media buying; media planning; creative development and production;
 - 18.8.2. Marketing activities including: design and branding; direct and relationship marketing; customer relationship management programmes; telemarketing; campaign help lines; partnership marketing; sponsorship marketing; field or experiential marketing; merchandising; advertiser funded programming; audio-visual activity; storage and distribution of marketing materials;
 - 18.8.3. Consultation activities including associated publicity, events, resources and materials, research, analysis and evaluation;
 - 18.8.4. Communication strategy, planning, concept and proposition testing and development;
 - 18.8.5. Market research that informs marketing and advertising activity and evaluation of marketing and advertising activity;
 - 18.8.6. Printing and publications;
 - 18.8.7. Events, conferences and exhibitions, including stakeholder, public and internal communication events, but excluding training events;
 - 18.8.8. Public Relations (PR) activity; and
 - 18.8.9. Digital activity including website and application development; search engine marketing, including pay-per-click; digital display advertising; content partnerships; email marketing; mobile and SMS marketing; interactive online content.
- 18.9. Examples of no-cost activities are:
- 18.9.1. Non-paid social media posts;
 - 18.9.2. Existing Department e-mail channels;
 - 18.9.3. Webinars or online engagement events;
 - 18.9.4. Networking, engagement, and other business development activity related to the recruitment of schools and Sub-Contractors.
- 18.10. If, in the event any budget is allocated towards these marketing activities listed (18.8.1 to 18.8.9 inclusive), the Contractor must follow the Cabinet Office approvals process (PASS) for the approval of all its intended marketing spend under the Framework Agreement or a Call Off Contract:
- 18.10.1. the requested budget allocation will be considered as part of the wider overarching teacher recruitment campaign PASS that the Department

submits, and the Contractor will be required to jointly write relevant sections with the Department;

- 18.10.2. the Contractor acknowledges that marketing spend is approved via PASS on a financial year basis (1st April to 31st March) and therefore will likely span recruitment cycles. The Contractor must take this into account in its planning. The Contractor must not commit any marketing budget, for example booking media or advertising slots, without PASS approval for the relevant financial year being in place. The PASS process is subject to change and there is no guarantee that any level of marketing spend approved under the Framework Agreement or Call Off Contract will remain the same year-to-year;
- 18.10.3. any marketing budget allocation that is approved under PASS will also be subject to [Cabinet Office guidance](#) on procuring communications services for approved spending including but not limited to paid-for media. All new contracts entered into by the Contractor for the supply of any communications services approved by PASS must be procured through government frameworks approved by the Cabinet Office. For guidance on procurement through approved frameworks please refer to the [Crown Commercial Service website](#).
- 18.10.4. furthermore, the Contractor must report to the Department regularly against the performance indicators included in the PASS submission for submission to Cabinet Office. The cycle of approvals and reporting will be agreed before the Call Off Contract commences based on the phases of the proposed campaign activity.
- 18.11. To help raise awareness of the Institute, the Department may carry out its own Department-led communications and marketing activities. The Department may do this by utilising its own network of stakeholders, commissioning all no-cost communications and marketing activities available to its disposal and, at its own discretion and subject to approvals. The Contractor must not seek to place any reliance on such Department-led awareness raising activity within its tender submission.
- 18.12. The Contractor must ensure Management Information relating to the Communications and Marketing service is captured and reports are made available to the Department at agreed times.
- 18.13. When requested, the Contractor must provide further analysis and evaluation of its Communication and Marketing activities to the Department.

19. DIGITAL REQUIREMENTS

- 19.1. The Contractor must develop a website for the Institute that is publicly accessible. This website must provide prospective trainees, teachers and leaders with thorough information on the Institute's offer: exemplary delivery of ITT, ECF, NPQ and NLE programmes, as well as its role in developing and sharing evidence and best practice.
- 19.2. The Department will develop, host and manage a digital platform to register the schools and teachers who will be accessing the ECF Full Induction Programme and full suite of NPQs offered by the Contractor. The Department's Digital Platform will also host advice and guidance about the ECF and NPQ programmes on offer to schools.

- 19.3. The Department will provide the Contractor with timely access to the Participant data in order to set up user accounts and manage progress and attendance on the Contractor's platforms.
- 19.4. Participant data, such as TRN, name and date of birth, will be validated by the Department before being shared with the Contractor.
- 19.5. The Contractor must develop, host and manage a Digital Platform with the capability of hosting the Contractor's ECF Full Induction Programme, the Core Induction Programme and its NPQ programmes.
- 19.6. The Contractor's website and any other digital or technology solution must:
 - 19.6.1. comply with the requirements of Schedule 14 the Call Off Contract;
 - 19.6.2. comply with government technology standards and guidance and service standard⁹;
 - 19.6.3. ensure that suitable assurance certification be provided in the form of ISO2700 or equivalent. As a minimum the Contractor shall provide evidence that it holds and thereafter maintains Cyber Essentials certification;
- 19.7. The Contractor must collaborate with the Department to test the shared end-to-end user journey including any points at which the Department's and the Contractor's digital platforms integrate. The Contractor must ensure that all digital elements delivered as part of its Service and any Ordered Services, including by any Sub-Contractors:
 - 19.7.1. are tested with representative users of the service including those who are low on the digital inclusion scale and have impairments. Insight from the Contractor's user testing, as well as feedback from users of the live service, must be shared with Department and used to develop, resolve issues and continually improve the services;
 - 19.7.2. undergo and pass a penetration test before the launch date and periodically thereafter for the lifetime of the platform;
 - 19.7.3. have operational security processes in place;
 - 19.7.4. have a documented process for managing source code;
 - 19.7.5. have a documented process for changing, upgrading or deploying new versions of the software;
 - 19.7.6. provide evidence that these activities have been conducted, highlighting the risks found and mitigations applied;
 - 19.7.7. provide opportunities for users to give feedback on their service via digital and other channels e.g. via service support, complaints processes, phone, feedback forms;

⁹ <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice-related-guidance#security> & <https://www.gov.uk/service-manual/service-standard>

- 19.7.8. detail their process for reviewing user feedback, ensuring issues are communicated to Department as appropriate and resolved in a timely manner. The Contractor must set out their approach to achieve continuous service improvement in consultation with Department;
- 19.7.9. comply with GDPR requirements where personal data is held by the Contractor, notifying users of what data is being held, who has access to it and how to change permissions on its use;
- 19.7.10. ensure notifications to users be triggered at the right place in the journey to satisfy the needs of end users for example, account creation notifications for the Contractor's platform;
- 19.7.11. ensure that where attachments, downloadable PDFs or print-friendly versions are provided on the Contractor's platform, then in addition to the HTML content, the Contractor must ensure they are accessible. This will be done by having a logical structure based on tags and headings, meaningful document properties, readable body text, good colour contrast and text alternatives for images. More information on accessible PDFs is available on GOV.UK and at Microsoft;
- 19.7.12. ensure that prior to the commencement of the programme, and then reviewed at periodic points throughout service delivery, the Contractor must audit their compliance with WCAG 2.1 level AA accessibility requirements and identify opportunities to improve accessibility as part of testing, feedback, and continuous improvement. In line with the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018, the Contractor must make their platform accessible and publish an Accessibility Statement. See [here: https://www.gov.uk/guidance/make-your-website-or-app-accessible-and-publish-an-accessibility-statement#publish-your-accessibility-statement](https://www.gov.uk/guidance/make-your-website-or-app-accessible-and-publish-an-accessibility-statement#publish-your-accessibility-statement) for more details;
- 19.7.13. have the capability to capture Participant data and to record a Participant's progress throughout their learning journey, and enable the export of data, for example, through modern RESTful APIs as outlined in the [Technology Code of Practice \(https://www.gov.uk/guidance/the-technology-code-of-practice\)](https://www.gov.uk/guidance/the-technology-code-of-practice), or through user interfaces provided by the Department;
- 19.7.14. be able to provide Department with training attendance data to evidence ongoing engagement with the ECF Full Induction Programme and the suite of NPQs;
- 19.8. The Contractor must follow the Cabinet Office spending controls¹⁰ relating to the approval of technology or digital spending under the Contract. As part of this process, the Contractor must consult with the Department during the development of its proposals and submit them to the Department. The Contractor must not commit to any technology or digital spending without prior approval by the Department being in place.

¹⁰ <https://www.gov.uk/government/collections/cabinet-office-controls>

20. EXIT STRATEGY

- 20.1. The Contractor must prepare and submit its Exit Strategy and Exit Plan relating to the Framework Agreement in accordance with Schedule 17 of the Framework Agreement.
- 20.2. For each Call Off Contract, the Contractor must comply with the requirements of clause 15.

21. CONTINUOUS IMPROVEMENT

- 21.1. The Contractor must, within three months of the Service Commencement Date, submit its Continuous Improvement Plan (CIP) in accordance with Schedule 15 of the Call Off Contract.

22. SOCIAL VALUE

- 22.1. The Contractor must be committed to delivering Social Value during the Contract Period with a specific focus on:
 - 22.1.1. tackling economic inequality by creating new jobs and skills; and
 - 22.1.2. improving health and wellbeing.
- 22.2. The Contractor must develop, submit, and maintain a Social Value Plan in accordance with clause 31 of the Call Off Contract.
- 22.3. The Contractor must meet the objectives set out in paragraph 22.1 by making commitments in its Social Value Plan to undertake activities, implement policies and develop initiatives that:
 - 22.3.1. create employment and training opportunities, particularly for those who face barriers to employment and/or are located in deprived areas; and
 - 22.3.2. seek to improve the health and wellbeing (including physical and mental health) of the Contractor Personnel and influence, Sub-Contractors, Participants, customers and communities to do the same through the delivery of the Call Off Contract.
- 22.4. The Contractor must deliver the proposals set out in its Best and Final Offer submission at Schedule 18, Q5a and Q5b.

SCHEDULE 4 – ORDERING PROCEDURES

Preamble

This schedule comes in two parts:

Part A - relates to procedures that apply to Call Offs made by the Department; and

Part B - relates to procedures that apply to Call Offs made by Schools

SCHEDULE 4 – ORDERING PROCEDURES

PART A – DEPARTMENT CALL OFFS

1. DEFINITIONS

1.1 In Part A of this Schedule, the following definitions shall apply:

“Annual Cohort Award”	means awarding a Call Off Contract for a scheduled annual cohort of Services as specified in paragraph 4;
“Direct Award”	means awarding a Call Off Contract without a competition, as specified in paragraph 3;
“Economic and Financial Standing Assessment”	An assessment of the Contractor’s economic and financial standing;
“Service Requirement”	means the specification of the Department’s wants or needs to be delivered under the Order;
“Statement of Service Requirement”	means a written definition of the Department’s Service Requirement.

2. CALL OFFS AND ORDERING

2.1 The Department Calls Off the services of a Contractor under the Framework Agreement via a Direct Award without competition and places an Order after following the most appropriate procedure set out in this Schedule.

3. DIRECT AWARD PROCEDURES

3.1. For all Orders (other than Annual Cohort Awards and the first Call Off) the Department develops a Statement of Requirements for the Call Off and applies the criteria set out in paragraph 3.2 below to help it determine if the Contractor is best placed to provide the Service Requirements.

3.2. The Contractor is assessed according to one or more of their:

- 3.2.1 performance against Framework Agreement KPIs;
- 3.2.2 capacity to deliver;
- 3.2.3 geographical locations;
- 3.2.4 availability to deliver;
- 3.2.5 value for money.

3.3. If the Department is satisfied the Contractor meets with the criteria set out in paragraph 3.2 above, the Department follows the Quotation Procedure set out in paragraph 7. The Department will award the Call Off Contract subject to the Contractor submitting an acceptable Quotation based on the following evaluation criteria:

- 3.3.1 confirmation that the Contractor’s prices submitted in the Quotation are no more than the Framework Agreement Prices set out in Annex 1 of Schedule 7 (Pricing);
- 3.3.2 confirmation that the Contractor (and any proposed Key Sub-Contractor) passes the Economic and Financial Standing Assessment conducted in accordance with paragraph 6 of this Schedule (if required and deemed appropriate by taking account of the estimated value and scope of the proposed Call-Off Contract) by the Department;

- 3.3.3 assurance that the Contractor is able to deliver the Service Requirements by assessing their Delivery Solution in accordance with paragraph 5.4, or other such assurances or criteria as specified in the invitation to submit a Quotation.

The First Call Off

- 3.4. The Department will award a Call Off Order (the “**First Call Off**”) to cover the Establishment and Mobilisation requirements set out in section 6 of the Specification as soon as practicable after the award of the Framework Agreement.

4. THE CONTRACTOR’S DELIVERY SOLUTION

- 4.1. For each Call Off Order (except the First Call Off), the Contractor shall prepare a Delivery Solution that sets out in detail how the Contractor proposes to deliver the Department’s Service Requirements that are stated in the Call Off Order.
- 4.2. Where the Services include ECF, NPQ and/or NLE service delivery, the Delivery Solution shall comply with the requirements set out in Table A below and (unless otherwise agreed with the Department) be in the form of the template (which is amended from time to time) included as Annex C of Schedule 11 of the Framework Agreement.

Table A: Delivery Solution requirements for ECF, NPQ and NLE service delivery

- 1) An Implementation Plan which is a timetable with specific activities and measurable and specific key milestones and how they will be achieved.
- 2) A recruitment strategy that is specific to the Order including:
 - demand generation and management;
 - details of targeting (by Participant type)
 - how the proposed recruitment strategy aligns to ECF, NPQ and NLE policy and the Department’s funding policy and the approach submitted as part of the Contractor’s Proposal.
 - the proposed recruitment and deployment strategy for the Early Headship Coaching Offer for New Head Teachers
 - information on schools and Local Authorities it intends to target and recruit;
 - induction arrangements and how they will be managed during each Call Off Order.
- 3) A communications and marketing plan that meets the requirements set out in section 18 of the Specification.
- 4) A policy (or revised policy if previously submitted under an earlier Quotation) that outlines how ECF or NPQ participants who are part-time, defer or transfer schools during their course will be handled.
- 5) The proposed Sub-Contractors for the Call Off Contract setting out:
 - who the Sub-Contractors would be;
 - what role the Sub-Contractors will carry out;
 - why and how the Sub-Contractors have been chosen and their onboarding arrangements;
 - a declaration that the Sub-Contractors meet with the criteria set out in section 3.4 of the Specification and, if a Sub-Contractor is delivering 10% or more of the Call Off Order value, that a Financial Viability Risk Assessment Tool (FVRAT) has been submitted for them;
 - how performance of Sub-Contractors will be monitored and managed.
- 4) Where the Services include NPQ and NLEs, details of:
 - how the Assessment Function (NPQ and NLEs only) will be delivered;

- who will administer them and how they will be managed; and
- which organisations within or beyond their supply chain will be delivering the Assessment Function and their respective roles, including whether they will also be delivering NPQs.

- 5) Risk Management – a risk register detailing the key risks and mitigations relevant to the Service requirements.
- 6) Quality Management – details of the proposed quality management and assurance arrangements which ensure that the Service Requirements and KPIs will be achieved.

- 4.3. Where the Call Off Contract includes Best Practice Function service delivery, the scope and content of the Delivery Solution shall be proportionate to the service requirements specified in the Call Off Order. As a minimum, it shall include an Implementation Plan (including details of relevant activities and tasks and when they will be delivered) and set out how the Service Outputs will be achieved.

5. ANNUAL COHORT AWARD

The Department's Obligations

- 5.1 The Department intends to follow this procedure to award Orders to deliver ECF, NPQ and NLE services. For the avoidance of doubt, an Annual Cohort Award may result in the award of a Call Off Contract that covers multiple Cohorts and / or multiple Services.
- 5.2 In order to award a Call Off Contract under this Framework Agreement through the Annual Cohort Award the Department shall:
 - 5.2.1 develop a Statement of Service Requirements, including Cohort specific budgets, Recruitment Targets, geographical and disadvantaged/hard to reach targets, and any communications and marketing approvals for restricted activity;
 - 5.2.2 notify the Contractor by 31st March in each year of the Framework Agreement that it intends to follow the Annual Cohort Award and confirm the proposed Recruitment Targets for the Contractor;
 - 5.2.3 amend or refine the Model Call Off Contract Terms to reflect its Service Requirements only to the extent permitted by and in accordance with the requirements of the Regulations or to comply with any guidance issued by the UK government in respect of public spending (such as PPNs¹¹);
 - 5.2.4 invite the Contractor to submit a Quotation and comply with its obligations set out in Quotation Procedure set out in paragraph 7;
 - 5.2.5 apply the award criteria set out in paragraph 5.4 to the Contractor's Quotation and accept or reject the Contractor's Quotation; and
 - 5.2.6 subject to 5.2.5 above, award the Call Off Contracts to the Contractor in accordance with paragraph 7.7.

The Contractor's Obligations

- 5.3 If the Contractor is eligible to participate in the Annual Cohort Award, the Contractor shall:
 - 5.3.1 in writing, by no later than 14 days after the Department's notification sent in accordance with 5.2.2, provide the Department with either:
 - (a) a statement to the effect, including with reason(s) why, that it does not wish to participate in the Annual Cohort Award; or

¹¹ <https://www.gov.uk/government/collections/procurement-policy-notes>

(b) confirmation it wishes to participate in the Annual Cohort Award.

5.3.2 comply with its obligations set out in the Quotation Procedure set out in paragraph 7.

Award Criteria

5.4 The Department will evaluate Quotations in accordance with criteria set out in Table 1 below:

Table 1 – Annual Cohort Award Criteria

Criteria		Weighting
Quality (assessed on the content of Contractor's Delivery Solution which incorporates the following)	<p><u>Recruitment Strategy</u></p> <p>The Contractor's recruitment strategy must meet with the criteria set out in in Paragraph 4 of this Schedule and demonstrate:</p> <ul style="list-style-type: none">• a clear demand generation plan;• a clear targeting plan, including breakdowns of targeted Potential Participants;• the proposed recruitment and deployment strategy for the Early Headship Coaching Offer for New Head Teachers; and• that the proposed recruitment strategy aligns to ECF, NPQ and NLE policy, the Department's funding policy and the approach submitted as part of the Contractor's tender.	Pass / Fail
	<p><u>Delivery</u></p> <p>The Contractor's Delivery Solution shall meet the requirements set out in paragraph 4 of this schedule and:</p> <ul style="list-style-type: none">• demonstrate that the proposal aligns to ECF, NPQ and NLE policy and the approach submitted as part of the Contractor's Tender;• include details of any Sub-Contractors and demonstrate they have the capability, coverage and resources to deliver the Service Requirements;• include a risk register which demonstrate the Contractor has adequately identified, assessed and mitigated any risks;• detail the proposed quality management and assurance arrangements which ensure that the Service Requirements and KPIs will be achieved;• demonstrate an appropriate approach to Summative Assessments for NPQs	

	<p>and NLEs, who will administer them and how they will be managed; and</p> <ul style="list-style-type: none"> include a policy (or revised policy if previously submitted under an earlier Quotation) that outlines how ECF or NPQ participants who are part-time, defer or transfer schools during their course will be handled. 	
	<p><u>Implementation Plan</u></p> <p>The Contractor's Implementation Plan shall set out the activities and tasks the Contractor intends to undertake in order to deliver the Services, when it intends to deliver them and demonstrate:</p> <ul style="list-style-type: none"> the Contractor's capacity to deliver the service requirements within the timescales required by the Department. 	
	<p><u>Comms and Marketing Plan</u></p> <p>The Contractor's Communication and Marketing Plan must meet with the criteria set out in section 17 of the Specification and demonstrate:</p> <ul style="list-style-type: none"> A clear strategy with defined aims, objective(s) and outcomes, timings, messaging and value for money; and alignment to the ECF, NPQ and NLE policy. 	
Price (based on the submitted Pricing Schedule and declaration of Economic and Financial Standing Assessment)	<p><u>Prices</u></p> <p>The Contractor shall submit a detailed Cost Breakdown Structure in their Pricing Schedule. The Contractor's prices to deliver the Call Off Contract shall:</p> <ul style="list-style-type: none"> be no more than the Framework Agreement Prices set out in Schedule 7 (Pricing); and reflect a volume discount and demonstrate value for money; and <p>if required and deemed appropriate by the Department:</p> <ul style="list-style-type: none"> the Contractor must include a confirmation that the Contractor (and any proposed Key-Subcontractor) passes the Economic and Financial Standing Assessment conducted in accordance with paragraph 5 of this Schedule. 	Pass / Fail

5.5 If in the Department's opinion, the Contractor's Quotation has failed to meet the criteria due to minor omissions or reasons which are resolvable without significant variation to the Quotation, the Department will allow the Contractor an opportunity to revise and resubmit

their Quotation within a reasonable timescale. The Annual Cohort Award Criteria will be applied to any resubmitted Quotation before a final award decision is made.

- 5.6 The Department reserves the right to review the Annual Cohort Award Criteria prior to commencing the procedure and where at its sole discretion make revisions to Table 1 above to ensure that the criteria remain fit for purpose and are relevant to the scope and priorities of the Cohort.
- 5.7 In addition to the Annual Cohort Award Criteria, the Contractor must pass the Economic and Financial Standing Assessment in order to be eligible for the award of any Call Off Order.

First Annual Cohort Award Recruitment Targets

- 5.8 The Year 1 Recruitment Targets will be confirmed by the Department prior to the Contract Commencement Date and will be subject to the Contractor's capacity to deliver.

Other Annual Cohort Award Recruitment Targets

- 5.9 In the event the Department awards further Orders under this Annual Cohort Award Procedure, the Contractor's Recruitment Targets will be reviewed on an annual basis and the Department will take account of the following:
 - 5.9.1 performance against KPIs or other performance measures;
 - 5.9.2 capacity to deliver;
 - 5.9.3 value for money;
 - 5.9.4 geographical locations;
 - 5.9.5 the Contractor's financial standing;
 - 5.9.6 changes in funding and eligibility criteria; and
 - 5.9.7 effective use of resources, including geographical coverage and priority targeting.
- 5.10 Where the Department is not satisfied in respect of 5.8 and a Contractor's Recruitment Targets are reduced for failing to meet previous performance targets, the reduction the Department can apply shall be no more than the amount the Contractor previously failed by. For example, if one of their previous Recruitment Targets was 100 and the Contractor achieved 90, the maximum reduction the Department could apply to that specific Recruitment Target for a future Call Off would be 10.

6. Economic and Financial Standing (EFS) Assessment

- 6.1. The Department may undertake an appropriate EFS Assessment and due diligence to assure itself that the Contractor is financially capable of delivering any Call Off Contract. The extent of the EFS Assessment will be subject to the value (and number) of the proposed Call Off Contracts to be delivered (and number of Call Contracts currently being delivered by the Contractor). This may include the use of the FVRAT which is updated from time to time.
- 6.2. Subsequent to the updated EFS and due diligence being undertaken, the Department may require the Contractor to submit additional information, assurances or guarantees to satisfy the Department of the Contractor's on-going viability.
- 6.3. Prior to the award of any Call Off Contract, the Department also reserves the right to undertake an economic and financial standing assessment on the Contractor's proposed Key Sub-Contractors.
- 6.4. The Department reserves the right to undertake financial due diligence on the Contractor at any point throughout the duration of the Framework.

7. QUOTATION PROCEDURE

- 7.1. After identifying which of the award procedures will apply, the Department and Contractor follow the Quotation Procedure set out in this paragraph.

Invitation to Quote

- 7.2. The Department invites the Contractor to submit a Quotation in writing by giving written notice to the Contractor. The Department may use its eProcurement platform to facilitate the Quotation Procedure. The invitation shall be in the form set out in Schedule 11 (or as revised by the Department) and include;
- 7.2.1. the Service Requirements and timescales associated with delivery of the proposed Order;
 - 7.2.2. confirmation of the Call Off Contract terms, including detailing any specific amendments, refinements or supplementary additions to those included in the Model Call Off Contract;
 - 7.2.3. the documentation that the Contractor(s) will be required to submit with their Quotation;
 - 7.2.4. instructions on how to submit a Quotation;
 - 7.2.5. the deadline for receipt of a Quotation. The time allowed will take into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit a Quotation but it shall be no shorter (unless agreed with the Contractor) than 7 calendar days from the date the Contractor is invited to submit a Quotation; and
 - 7.2.6. the Award Criteria that will determine the award of the Call Off Contract.

The Contractor's Offer

- 7.3. The Contractor reviews the Department's invitation and responds to the Department (as required by the Department) by no later than the deadline specified in the invitation with either:
- (a) a statement to the effect, including reason(s) why it does not wish to submit a Quotation; or
 - (b) a Quotation that meets with the requirements set out in paragraph 7.4.
- 7.4. The Contractor's Quotation shall be in the form set out in Schedule 11 (or as revised by the Department, or by the Contractor in agreement with the Department) and submitted to the Department as follows:
- The Quotation must:
- 7.4.1. Be submitted in accordance with the instructions set out by the Department including clearly identifying the Contractor and what the Quotation relates to;
 - 7.4.2. include the Contractor's Delivery Solution, which shall comply with the requirements set out in paragraph 4 of this Schedule, to deliver the Order;
 - 7.4.3. include a completed Pricing Schedule;
 - 7.4.4. include any documents prescribed by the Department;
 - 7.4.5. ensure that the prices submitted in the Quotation are no more than the Framework Agreement Prices set out in Schedule 7 (Pricing); and
- 7.5. When submitting a Quotation, the Contractor agrees that:
- 7.5.1. any Quotations shall remain open for acceptance by the Department for ninety (90) Working Days (or such other period specified in the Invitation to Quote issued by the Department).
 - 7.5.2. Quotations are made and will be made in good faith and that the Contractor has not fixed or adjusted and will not fix or adjust the price of the Quotation by or in accordance with any agreement or arrangement with any other person. The Contractor certifies that it has not and undertakes that it will not:

- 7.5.2.1. communicate to any person other than the person inviting the Quotations the amount or approximate amount of the Quotation, except where the disclosure, in confidence, of the approximate amount of the Quotation, was necessary to obtain Quotations required for the preparation of the Quotation; and
- 7.5.2.2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any Quotation to be submitted.

Assessment of Quotations

- 7.6. The Department will assess Quotations in accordance with criteria in paragraph 3.3 or 5.4 and, subject to the Economic and Financial Standing Assessment (including on the proposed Key Sub-Contractors), either;
 - (a) accepts the Contractor's Quotation; or
 - (b) rejects the Contractor's Quotation and provide written feedback which states the reason(s) why their Quotation was unsuccessful.

Award of Call Off Contracts

- 7.7. Pursuant to paragraph 7.6 the Department will award a Call Off Contract to the Contractor by instructing the Contractor to sign the Call Off Contract terms and conditions as set out in the Invitation to submit a Quotation.
- 7.8. The Contractor accepts the Call Off Contract returning (including by electronic means) a signed copy to the Department.
- 7.9. The Department countersigns the Call Off Contract, it is executed and the Contractor provides the Services in accordance with the Call Off Contract.

8. NO AWARD

- 8.1 Notwithstanding the fact that the Department has followed a procedure as set out in this Schedule, the Department shall be entitled at all times to decline to make an award. Examples of when the Department may decide not to make an award include, but are not limited to, if the Contractor does not submit an acceptable Quotation or the Department's funding position changes during the Quotation Procedure.

- 8.2 For the avoidance of doubt if the Contractor;

- 8.1.1 does not achieve Milestones associated with the Establishment and Mobilisation under the First Call Off Contract; or
- 8.1.2 does not submit a Delivery Solution; or
- 8.1.3 submits an unsatisfactory Delivery Solution;

the Department reserves the right not to award a Call Off Contract and / or to terminate any Call Off Contracts that have been entered into in accordance it the terms of the relevant Call Off Contracts. In these circumstances the Contractor may, at the Department's discretion, be suspended or have their Framework Agreement and/or any Charges already paid to the Contractor may be subject to recovery by the Department.

SCHEDULE 4 – CALL OFF PROCEDURES –

PART B – SCHOOL CALL OFFS

9. DEFINITIONS

9.1 In Part B of this Schedule, the following definitions shall apply:

“Direct Award”	means awarding a Call Off Contract without a competition, as specified in paragraph 12;
“Service Requirement”	means the specification of the School’s wants or needs to be delivered under the Order;
“Statement of Service Requirement”	means a written definition of the School’s Service Requirement.

10. AWARD PROCEDURES

10.1 A call off the Services of a Contractor under the Framework Agreement via a Direct Award without competition and places an Order after following the procedure set out in this Schedule.

11. DIRECT AWARD PROCEDURE

11.1 The School develops a Statement of Requirements for the Call Off and applies the criteria set out in paragraph 11.2 below to help it determine if the Contractor is best placed to provide the Service Requirements.

11.2 The Contractor is assessed according to its:

11.2.1 performance against Framework Agreement KPIs

11.2.2 capacity to deliver;

11.2.3 geographical locations (including their Delivery Partner locations)

11.2.4 value for money.

11.3 If the School is satisfied the Contractor meets with the criteria set out in paragraph 11.2 above, the Department follows the Quotation Procedure set out in paragraph 12. The School will award the Call Off Contract subject to the Contractor submitting an acceptable Quotation based on the following evaluation criteria:

11.3.1 confirmation that the Contractor’s prices submitted in the Quotation are no more than the Framework Agreement Prices set out in Annex 1 of Schedule 7 (Pricing);

11.3.2 assurance that the Contractor is able to deliver the Service Requirements by assessing their Delivery Solution (see paragraph 11.4 below), or other such assurances or criteria as specified in the invitation to submit a Quotation.

11.4 If required by the School, the Contractor develops and delivers a School Delivery Solution. The scope and content of the School Delivery Solution shall be proportionate to the service requirements specified in the School Call Off Order. The Contractor shall submit their School Delivery Solution with the Quotation it submits to the School. Schools can choose to evaluate Quotations submitted in accordance with criteria set out in Table 3 below.

Table 3 – Example School Direct Award Criteria

Criteria		Weighting
Quality	<u>Delivery</u> The Contractor’s proposals to deliver the School Call Off provide assurance that the Contractor has the capacity, capability, resources and management arrangements in place to deliver the	Pass / Fail

	Service Requirements and ensure that KPIs will be achieved.	
	<u>Implementation Plan</u> The Contractor's Implementation Plan demonstrate the Contractor's capacity to deliver the service proposal to scale within the timescales required by the School.	
Price	<u>Prices</u> The Contractor's prices to deliver the Order shall be no more than the Framework Agreement Prices set out in Schedule 7 (Pricing).	Pass / Fail

12. QUOTATION PROCEDURE

12.1 The School and Contractor follow the Quotation Procedure set out in this paragraph.

Invitation to Quote

12.2 The School invites the Contractor to submit a Quotation. The invitation shall be in the form set out in Schedule 12 (or as revised by the School) and include:

- 12.2.1 the Service Requirements and timescales associated with delivery of the proposed Order;
- 12.2.2 confirmation of the Call Off Contract Terms, including detailing any specific amendments, refinements or supplementary additions to those included in the Model Call Off Contract;
- 12.2.3 confirmation of the Payment Method that will apply to the Call Off Contract;
- 12.2.4 the documentation that the Contractor will be required to submit with their Quotation;
- 12.2.5 instructions on how to submit a Quotation;
- 12.2.6 the deadline for receipt of the Quotation. The time allowed will take into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit a Quotation but it shall be no shorter (unless agreed with the Contractor) than 7 days from the date the Contractor is invited to submit a Quotation; and
- 12.2.7 the award criteria that will determine the award of the Call Off Contract.

The Contractor's Offer

12.3 The Contractor reviews the School's invitation to submit a Quotation and responds to the School in the manner required by the School and by no later than the deadline specified in the invitation to submit a Quotation with either:

- (a) If the Contractor does not intend to submit a Quotation, a statement to that effect, including the reason(s) why it does not wish to submit a Quotation; or
- (b) a Quotation that meets with the requirements set out in paragraph 12.4.

12.4 The Contractor's Quotation shall be in the form set out in Schedule 12 (or as revised by the School, or by the Contractor in agreement with the School) and submitted to the School's representative as follows:

- 12.4.1 by means set out by the School and so as to ensure the communication clearly identifies the Contractor and what the Quotation relates to;
- 12.4.2 include the Contractor's proposals, which shall comply with the requirements set out in invitation, to deliver the Order;
- 12.4.3 include any documents that are prescribed by the School; and
- 12.4.4 The Contractor shall ensure that the prices submitted in the Quotation are no more than the Framework Agreement Prices set out in Schedule 7 (Pricing). If Payment

Method 1 applies then the Contractor shall offer a discount in accordance with paragraph 3.1.1 of Part B of Schedule 7.

12.5 When submitting a Quotation, the Contractor agrees that:

12.5.1 any Quotations shall remain open for acceptance by the School for ninety (90) Working Days (or such other period specified in the Invitation to Quote issued by the School);

12.5.2 Quotations are made and will be made in good faith and that the Contractor has not fixed or adjusted and will not fix or adjust the price of the Quotation by or in accordance with any agreement or arrangement with any other person. The Contractor certifies that it has not and undertakes that it will not:

12.5.2.1 communicate to any person other than the person inviting the Quotation the amount or approximate amount of the Quotation, except where the disclosure, in confidence, of the approximate amount of the Quotation was necessary to obtain quotations required for the preparation of the Quotation; and

12.5.2.2 enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any Quotation to be submitted.

Assessment of Quotations

12.6 The School assess Quotations in accordance with the criteria set out in in the Invitation to Quote and either;

- (a) accepts the Contractor's Quotation; or
- (b) reject the Contractor's Quotation and provides written feedback which states the reason(s) why their Quotation was unsuccessful.

Award of Call Off Contracts

12.7 Pursuant to Paragraph 12.6 the School shall award a Call Off Contract to the Contractor by instructing the Contractor to sign the Call Off Contract terms and conditions as set out in the Invitation to submit a Quotation.

12.8 The Contractor accepts the Call Off Contract returning (including by electronic means) a signed copy to the School.

12.9 The School countersigns the Call Off Contract, it is executed and the Contractor provides the Services in accordance with the Call Off Contract.

13. NO AWARD

12.10 Notwithstanding the fact that a School has followed the procedures set out in this Schedule, a School can choose not to award a Call Off Contract if the Contractor does not submit an acceptable Quotation or the School's funding position changes during the Quotation Procedure.

14. RESPONSIBILITY FOR AWARDS

12.11 The Contractor acknowledges that Schools are solely responsible for the conduct of its award of Call Off Contracts under this Framework Agreement and that the Department is not responsible or accountable for and shall have no liability whatsoever in relation to:

12.11.1 the conduct of the School in relation to this Framework Agreement; or

12.11.2 the performance or non-performance of any Call Off Contracts between the Contractor and the School entered into pursuant to this Framework Agreement.

SCHEDULE 5 – CONTRACT CHANGE PROCEDURE

1. INTRODUCTION

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

2. PRINCIPLES

- 2.1. The Department and the Contractor shall conduct discussions relating to proposed changes to this Framework Agreement in good faith. Neither Party shall unreasonably withhold or delay consent to the other Party's proposed changes.
- 2.2. Until such time as a Contract Change Notice (CCN) has been signed by both Parties, the Contractor shall continue to fulfil its obligations and deliver the Establishment and Mobilisation activities and provide and make available to the Department the Services in accordance with this Framework Agreement and relevant Call Off Contracts.
- 2.3. Any work undertaken in connection with any proposed change to this Framework Agreement by the Contractor, its Sub-Contractors or agents (other than that which has previously been agreed in accordance with the provisions of paragraph 2.2 of this Schedule 5) shall be undertaken entirely at the expense and liability of the Contractor unless otherwise agreed between the Department and the Contractor in advance.
- 2.4. Any discussions, negotiations or other communications which may take place between the Parties in connection with any proposed change to this Framework Agreement, including but not limited to the submission of any written communications, prior to the signing by both Parties of the relevant CCN, shall be without prejudice to the rights of either Party.
- 2.5. The Parties acknowledge that minor changes to the Framework Agreement may be necessary to reflect operational and administrative procedures during the Contract Period and that such minor changes may be agreed in writing between the Parties' respective contract managers.
- 2.6. The Contractor shall use reasonable endeavours to incorporate minor changes requested by the Department 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 Framework Agreement.
- 2.7. Either Party may request a Variation provided that such Variation does not amount to a material change. For the avoidance of doubt, the Contractor must request a Variation in the event it is unable or wishes to change its method of delivery or Proposals.
- 2.8. The Department and the Contractor shall conduct discussions relating to proposed changes to this Contract in good faith. Neither party shall unreasonably withhold or delay consent to the other party's proposed changes.
- 2.9. Until such time as a Change Control Notice (CCN) has been signed by both parties, the Contractor shall continue to provide the Services in accordance with this Contract.
- 2.10. Any work undertaken in connection with any proposed change to this Contract by the Contractor, its Sub-Contractors or Agents (other than that which has previously been agreed in accordance with the provisions of paragraph 2.5 of this Schedule 5) shall be undertaken entirely at the expense and liability of the Contractor unless otherwise agreed between the Department and the Contractor in advance
- 2.11. Any discussions, negotiations or other communications which may take place between the parties in connection with any proposed change to this Contract, including but not limited to the submission of any written communications, prior to the signing by both parties of the relevant CCN, shall be without prejudice to the rights of either party.
- 2.12. The pricing of Variations shall be in accordance with Schedule 7.

3. PROCEDURE

- 3.1. Should the Department require amendments to this Framework Agreement, it shall follow the procedure set out in this paragraph and a CCN, shall be completed.
- 3.2. The Department shall draft a CCN in the format at Annex 1 to this Schedule 5 and shall send it to the Contractor's Framework Manager to initiate a discussion on the proposed change.
- 3.3. Discussion between the Parties following the submission of a draft CCN shall result in either:
 - 3.3.1. no further action being taken on that draft CCN; or
 - 3.3.2. agreement between the Parties on the changes to be made to this Framework Agreement (including agreement on the date upon which the changes are to take effect (the "effective date")), such agreement to be expressed in the form of proposed revisions to the text of the relevant parts of this Framework Agreement.
- 3.4. Where agreement is reached in accordance with paragraph 3.3.2, the Party submitting the draft CCN shall prepare the final CCN for execution by both Parties. The final CCN, the content of which has been agreed between the Parties in accordance with paragraph 3.3.2 of this Schedule 5, shall be uniquely identified by a sequential number allocated by the Department.
- 3.5. Two (2) copies of each CCN shall be signed by the Contractor and submitted to the Department not less than ten (10) Working Days prior to the effective date agreed in accordance with paragraph 3.3.2 of this Schedule 5.
- 3.6. Subject to the agreement reached in accordance with paragraph 3.3.2 of this Schedule 5 remaining valid, the Department shall sign both copies of the approved CCN within five (5) Working Days of receipt by the Department. Following signature by the Department, one (1) copy of the signed CCN shall be returned to the Contractor by the Department.
- 3.7. A CCN signed by both Parties shall constitute the basis of a Variation Agreement for the purposes of amending this Framework Agreement pursuant to clause 5.1 of this Framework Agreement.

ANNEX 1 TO SCHEDULE 5

CONTRACT CHANGE NOTE PRO FORMA

(a) Contract Change Note for the Contract Change Procedure

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

WHEREAS the Contractor and the Department entered into a Framework Agreement for the provision of National Professional Qualifications Services dated [date] and now wish to amend that Framework Agreement;

Reason for proposed change

[Party proposing change to complete]

Full details of proposed change

[Party proposing change to complete]

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

[Party proposing change to complete]

IT IS AGREED as follows:

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

Signed for and on behalf of the Contractor

By

Name

Title

Date

Signed for and on behalf of the Department

By

Name

Title

Date

SCHEDULE 7 – PRICING

Preamble

This schedule comes in two parts:

Part A - relates to pricing for Call Offs made by the Department

Part B - relates to pricing for Call Offs made by Schools

SCHEDULE 7 – PRICING AND PERFORMANCE

Part A – PRICING FOR DEPARTMENT CALL OFFS

1. Charges

- 2.1 For each Order the Department pays the Contractor the Charges that have been calculated in accordance with this Schedule and are based on the Framework Agreement Prices for the Establishment and Mobilisation, ECF, NPQ, NLE and Best Practice Function Services as set out in Annex 1 of this Schedule. All payments for Services will be made under and in accordance with the terms of the relevant Call Off Contract.
- 2.2 The Contractor shall ensure that any prices submitted in accordance with the Quotation Procedure are the same price or lower than the Framework Agreement Prices in Annex 1 of this Schedule.
- 2.3 If the Contractor is not awarded a Call Off Contract for any of the NPQ, ECF or NLE 2022 Cohorts, or Best Practice Function service delivery, or the Contractor fails to meet any of the Milestones set out in Schedule 16, any Establishment and Mobilisations Costs paid by the Department may be subject to recovery.
- 2.4 The Contractors' Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise in writing between the Contractor and the Department, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
- 2.5 Indexation shall not apply to the Framework Agreement Prices or any Order.
- 2.6 At any time during the Contract Period (including, for the avoidance of doubt, at any time before and/or after payment by the Department to the Contractor) the Department shall be entitled to validate any claim for payment made by the Contractor. At all times the Contractor shall provide all necessary assistance as requested by the Department (including without limitation, procuring the consent of Sub-Contractors, Participants or Schools) to enable the Department to validate any claim for payment made by the Contractor.
- 2.7 The provisions of this Schedule shall apply to all Ordered Services by the Department under the Framework Agreement.
- 2.8 The Framework Agreement Prices are exclusive of VAT.

2. Framework Agreement Prices

- 2.1 The Framework Agreement Prices in Annex 1 of this Schedule are composed of the following:

Table 1 – components of the Framework Prices		
Type of Services	Components	Prices/Rates
Establishment and Mobilisation	<ul style="list-style-type: none"> Payment Milestones 	As specified in Table 1 of Annex 1
ECF	<ul style="list-style-type: none"> Per Participant Price for each volume band; and Uplift Payment 	As Specified in Table 2 and Table 7 of Annex 1
NPQ	<ul style="list-style-type: none"> Per Participant Price for each NPQ, Early Headship Coaching Offer for New Head Teachers; and/or a price per case study; and Uplift Payment 	As Specified in Table 3, Table 4 and Table 7 of Annex 1

NLE	<ul style="list-style-type: none"> Per Cohort Price 	As Specified in Table 5 of Annex 1
Best Practice Function	<ul style="list-style-type: none"> Service Outputs 	As Specified in Tables 6 of Annex 1

- 2.2 The Framework Agreement Prices will be used to determine the Call Off Contract Values as demonstrated in paragraph 3.

3. Call Off Contract Value

- 3.1 To calculate the Call Off Contract Value for Establishment and Mobilisation, the relevant Framework Agreement Prices will be added together.
- 3.2 To calculate the Call Off Contract Value for ECF or NPQ services, the Per Participant Prices (set out in table 2 of Annex 1 of this Schedule) will be multiplied by the required Recruitment Targets (Participant numbers for NLE) and the totals added together where appropriate. For NLE, the total of the Per Cohort Prices (set out in table 2 of Annex 1 of this Schedule) will determine the Call Off Contract Value.
- 3.3 The Call Off Contract Value for the Best Practice Function will be based on the total price submitted by the Contractor in the Quotation to deliver the Services included in the proposed Call Off Contract.
- 3.4 For further information on how the Call Off Contract Value is determined and paid over the duration of each Call Off Contract for each Service, see Schedule 2: Part 1 of the Call Off Contract and the Pricing Schedule determined by the Department for each Call Off.

4. Service Fee

- 4.1 A Service Fee is not payable for Establishment and Mobilisation. The Call Off Contract Value for the First Call Off Contract will be paid in the form of Payment Milestones.
- 4.2 For each Call Off Order that includes, ECF and NPQ Related Services, 40% of the Call Off Contract Value will be paid as a Service Fee.
- 4.3 For each Call Off Order for the Best Practice Function, 60% of the Call Off Contract Value will be paid as a Service Fee.
- 4.4 A Service Fee is not payable for NLE Related services. The Call Off Contract Value will be paid in the form of Output Payments, as specified in paragraph 6.12.
- 4.5 The Service Fee will not reimburse any fixed costs for any duplicate activity within a supply chain or where the fixed costs are already being reimbursed under another Government contract.
- 4.6 The Department reserves the right to review and change the payment model after the initial Call Off Contract for a Service, including changing the approach to the Service Fee with it either being removed or reduced to reflect increased certainty in volume and pricing over the length of the Framework.

Payment of Service Fee for ECF services

- 4.7 For each Call Off Contract that includes ECF service delivery, the Service Fee (relative to the ECF services only) is payable from the month of the Contract Date in the relevant Call Off Contract. The total Service Fee value is divided by the Call Off Contract length to calculate a monthly Service Fee which is paid in equal monthly instalments as described in paragraph 4.8 below.
- 4.8 The total Service Fee is 40% of the Call Off Contract Value which is divided by the duration of the Call Off Contract to give a monthly Service Fee. For example, if the Call Off Contract Value is £1,000,000 (one million) and the number of months the Service Fee was due to be paid was twenty, the monthly Service Fee payable to the Contractor would be £20,000 (£400,000 divided by 20).

Payment of Service Fee for NPQ services

- 4.9 For each Call Off Contract that includes NPQ service delivery, the Service Fee (relative to the NPQ services only) is payable from the month following the first Cohort Commencement Date in each Call Off Contract.
- 4.10 The Service Fee for each qualification is paid in line with the duration of the respective qualification, lasting for a period of up to 31 months, depending on qualification length and timing. To generate the monthly Service Fee for each qualification, the total Service Fee sum for each qualification is divided by the minimum number of months required to deliver, assess, moderate and award a mark over the applicable number of Cohorts in the Call Off Contract. The number of monthly Service Fee payments made per NPQ is set out in Table 2 below.

Table 2 - Number of Monthly Service Fee Payments	
Qualification	Number of Monthly Service Fee Payments
NPQ for Leading Teacher Development	19
NPQ for Leading Teaching	19
NPQ for Leading Behaviour and Culture	19
NPQ for Leading Literacy	19
NPQ for Senior Leadership	25
NPQ for Headship	31
NPQ for Executive Leadership	25
NPQ for Early Years Leadership	25
[additional NPQs developed during the Contract Period]	[to be confirmed]

Payment of Service Fee for Best Practice Function service delivery

- 4.11 For each Call Off Contract that includes Best Practice Function service delivery, the Service Fee (relative to the Best Practice Function services only) is payable from the month of the Contract Date in each Call Off Contract. The total Service Fee value is divided by the Call Off Contract length to calculate a monthly Service Fee which is paid in equal monthly instalments as described in paragraph 4.12 below.
- 4.12 The total Service Fee is 60% of the Call Off Contract Value which is divided by the duration of the Call Off Contract to give a monthly Service Fee. For example, if the Call Off Contract Value is £1,000,000 (one million) and the number of months the Service Fee was due to be paid was twenty, the monthly Service Fee payable to the Contractor would be £20,000 (£400,000 divided by 20).

5. Milestone Payments for the Establishment and Mobilisation Costs

- 5.1 For the First Call Off Order that includes Establishment and Mobilisation, 100% of the Call Off Contract Value will be paid according to the achievement of Payment Milestones.

6. Output Payments

- 6.1 For each Call Off Order that includes ECF or NPQ service delivery, 60% of the Call Off Contract Value will be paid according to the achievement of Outputs.
- 6.2 For each Call Off Order that includes NLE service delivery, 100% of the Call Off Contract Value will be paid according to the achievement of Outputs.
- 6.3 For each Call Off Order that includes Best Practice Function service delivery, 40% of the Call Off Contract Value will be paid according to the achievement of Service Outputs.
- 6.4 The Output Payments for Best Practice Function service delivery will be confirmed as part of the Call Off Procedure. There will be one Output Payment for each Service Output.

- 6.5 The Output Payments will be paid according to the timings and retention points stated in each Call Off Order and summarised in paragraphs 6.6 to 6.13 below.

ECF services

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

Uplift Payment for ECF services only

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

NPQ services

- 6.8 Output Payments represent 60% of the Call Off Contract Value. The Output Payments will be made when a Participant starts the programme, at retention points (as set out in Annex 1 of Schedule 2: Part 1 – Payment Process of the Call Off Contract) throughout the programme for all Participants who remain enrolled and once they have been assessed, moderated and awarded a mark. Of the total Price Per Participant per NPQ, the Contractor will claim percentage values for each Output Payment as set out in Annex 1 of Schedule 2: Part 1 - Payment Process of the Call Off Contract).

Additional Case Study Development for NPQ services only

- 6.9 The Department will make Output Payments for each additional case study that is developed at the Framework Agreement Prices set out in Table 3 of Annex 1 to this Schedule. The Charges for the additional case studies will be paid when the case studies have been developed and approved by the Department.

Price Per Participant for Early Headship Coaching Offer for New Head Teachers

- 6.10 The Department will make Output Payments in equal instalments of £200 per output achieved. These will be paid at quarterly fixed points as demonstrated in Table 3 below. The quarterly fixed points will be determined by the length of the Early Headship Coaching Offer for New Head Teachers offered by the Contractor, which shall be for a minimum of one academic year.
- 6.11 The Output Payments will be paid when outputs are achieved and verified by the Department as being completed. The Output Payments will be made after a Participant has commenced the Early Headship Coaching Offer for New Head Teachers, at retention points for all Participants who remain enrolled and on completion as set out in Annex 1 of Schedule 2: Part 1 – Payment Process of the Call Off Contract.

Table 3 - Example Payment Schedule for Early Headship Coaching Offer For New Head Teachers Over One Academic Year Commencing from September

Output	Month of payment
Output 1 – Teacher Starts Early Headship Coaching Offer for New Head Teachers	November (Month 3)
Output 2 – Retention Point	February (Month 6)
Output 3 – Retention Point	May (Month 9)

Uplift Payments for ECF services only

- 6.12 An Uplift Payment of £100 will be paid to the Contractor for each Participant that works in a school or 16-19 organisation with between 1 and 600 pupils. The maximum amount of Uplift Payments that will be made will be specified in the Call Off Contract.

NLE services

- 6.13 Output Payments represent 100% of the Call Off Contract Value and will be made when a participant starts the programme and at termly retention points (as set out in Annex 1 of Schedule 2: Part 1 – Payment Process, of the Call-off Contract). Up to 70% of each Call Off Contract will be paid for Output 1 with the remaining percentage of each Call Off Contract Value paid over Outputs 2-6.

Best Practice Function service delivery

- 6.14 Output Payments will represent up to 40% of the total Call Off Contract Value and will be made on completion of the agreed Service Outputs (as set out in Annex 1 of Schedule 2: Part 1 – Payment Process, of the Call-off Contract). Output Payments will be agreed on the basis of:

6.14.1 The Department will retain 10% of the total Output Payments value for the completion the last Service Output; and

6.14.2 No singular Output Payment may compromise more than 30% of the Call Off Contract Value.

7. Charges for Other Services

- 7.1 For each Call Off Order that includes any other Services, the Contractor is paid according to the prices and rates submitted in the Pricing Schedule.

8. Charges to Teachers and Schools

- 8.1 Neither the Contractor nor its agents or Sub-Contractors shall levy any charge on Participants or Schools in respect of NPQ, NLE or ECF related Services which are delivered under Department Call Offs.

9. Discounts and Rebates on Cross-Subsidising Contracts

- 9.1 The Contractor shall make known any efficiencies that are generated from their position across all contracts which the Department has with the Contractor including any subsequent contracts awarded during the Contract Period.
- 9.2 The Contractor shall provide Management Information that includes, but is not limited to, resource deployment and information technology usage along with a costed proposal on the discount it shall provide to the Department for the Department's subsequent approval.
- 9.3 Any discounts that the Contractor identifies throughout the duration of the Framework Agreement will be applied to the Framework Agreement Prices in Annex 1 of this Schedule via a Contract Change Notice.

10. Costing Management Information and Open Book Contract Management

- 10.1 The Contractor shall submit with each Quotation a Pricing Schedule to support their quoted prices.
- 10.2 The Pricing Schedule shall be in the form prescribed by the Department and proportionate to the scope of the Order.
- 10.3 For Quotations relating to an Annual Cohort Award, the Pricing Schedule shall include a Cost Breakdown Structure and Staff Resourcing template for the duration of the respective

Cohorts. The Cost Breakdown Structure will be itemised and provide a time series across the delivery period.

11. Benchmarking

- 11.1 Throughout the Contract Period the Department will undertake performance, process and price benchmarking at a Framework Agreement level using the costing and pricing information provided by the Contractor as part of each Call Off Contract.
- 11.2 The Contractor is required to support the Department with this work by responding to requests for additional Management Information or pricing information, validated cost breakdowns, and additional context in regard to cost drivers and milestones. The Contractor will be expected to act openly and in good faith with all such requests.
- 11.3 The Contractor may, at the Department's discretion, also be required to participate in collaborative and open benchmarking exercises with Lead Providers or Contractors that provide similar services to the Department, such as the ECF and NPQs Framework.
- 11.4 The Department reserves the right to ask the Contractor to review their Framework Prices if through benchmarking the Department believes there is evidence to suggest Framework Prices should be decreased. The Department will not increase Framework Prices.

SCHEDULE 7 – PRICING AND PERFORMANCE

PART B – PRICING FOR SCHOOL CALL OFFS

1. Charges

- 1.1 For each Order the School will pay the Contractor Charges that have been calculated in accordance with this Schedule and are based on the Framework Agreement Prices set out in Annex 1 of this Schedule.
- 1.2 The Contractor shall ensure that any prices submitted in accordance with the Quotation Procedure are the same price or lower than the Framework Agreement Prices in Annex 1 of this Schedule.
- 1.3 The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise in writing between the Contractor and the School, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
- 1.4 Indexation shall not apply to the Framework Agreement Prices or any Order.
- 1.5 The provisions of this Schedule shall apply to all School Ordered Services under the Framework Agreement.
- 1.6 The Framework Agreement Prices are exclusive of VAT.

2. Payment of Charges

Per Participant Price

- 2.1 The Framework Agreement Prices in Annex 1 of this Schedule are composed of a Price Per Participant for each NPQ or Early Headship Coaching Offer for New Head Teachers. Per Participant Prices will be used to determine the Call Off Contract Value as demonstrated in 2.2.

Call Off Contract Value

- 2.2 To calculate the Call Off Contract Value, the relevant Per Participant Price for each NPQ or Early Headship Coaching Offer for New Head Teachers will be multiplied by the agreed number of teachers undertaking the respective NPQ or Early Headship Coaching Offer for New Head Teachers. The aforementioned totals will then be added together to determine the Call Off Contract Value.

3. Payment Method options

- 3.1 Schools have two Payment Method options for the payment of Contractors for the provision of the Services as set out below. The School shall specify which Payment Method option applies in the Order. The conditions for each Payment Method are set out in detail in Schedule 2 of the Schools Call Off Contract.

3.1.1. Payment Method 1:

Schools pay the Call Off Contract Value no later than 1 week prior to the Cohort Commencement Date. If the School chooses this Payment Method the Contractor should offer a discount on the Framework Agreement Prices when submitting their Quotation.

3.1.2. Payment Method 2:

Schools pay 40% of the Price Per Participant prior to the Cohort Commencement Date. The remaining 60% of the Price Per Participant is split into Milestone payments as specified for each programme in Schedule 2: Part 1 of the Schools Call Off Contract.

4. Charges to Participants

- 4.1 Neither the Contractor nor its Agents or Sub-Contractors shall levy any charge on Participants in respect of the Services delivered under a School Call Off Contract.

SCHEDULE 8 – NOT USED

SCHEDULE 9 NOT USED

SCHEDULE 10: FINANCIAL REPORTS AND AUDIT RIGHTS

1. FINANCIAL TRANSPARENCY OBJECTIVES

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

Understanding the Charges

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

Agreeing the impact of Change

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

Continuous improvement

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

2. OPEN BOOK DATA

- 2.1 The Contractor shall keep or cause to be kept full and proper books of account in relation to the provision of the Services and the entries made therein shall be kept up-to-date at all times and shall include all such matters and things which are usually entered in books of account in the United Kingdom kept by persons or companies engaged in concerns of a similar nature in accordance with best accountancy practices.
- 2.2 Such books of account, invoices, charge out rates, time sheets, or other time recording documents kept by the Contractor in connection with the provision of the Services and all vouchers, receipts, invoices, orders, contractual documentation and other documentation relating to the Services to which the Contractor is a Party ("**Open Book Data**") shall be open to inspection by the Department or any persons appointed to act on the Department's behalf at any reasonable time having made prior appointment with the Contractor. The Department shall be entitled to ask for a copy of the Open Book Data or any part thereof which (subject to the prior payment of the Contractor's reasonable copying and administrative charges) the Contractor shall provide within 10 Workings Days of the Department's written request.
- 2.3 If the Department reasonably considers the Open Book Data does not accurately represent and detail sums relating to the Charges and the Services then the Contractor shall provide the Department with documentary evidence relating to such sums and contractual obligations.
- 2.4 During the Contract Period, and for a period of 7 years following the Expiry Date, the Contractor shall:
- 2.4.1 maintain and retain the Open Book Data; and
 - 2.4.2 disclose and allow the Department and/or the auditor (whether internal or external) of the Department access to the Open Book Data.

3. AUDIT RIGHTS

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

SCHEDULE 11 – DEPARTMENT CALL OFF PROFORMAS

1. Introduction

- 1.1 Unless otherwise agreed with the Department, the Parties use the templates and documents included in this Schedule when following the Ordering Procedures set out in Schedule 4. The Department reserves the right to amend or replace these templates from time to time.
- 2.2 The Contractor may be required to submit additional documents. Any such requirements will be set out in the Invitation to Quote sent to the Contractor.

2. INVITATION TO QUOTE TEMPLATE (ANNEX A)

- 2.1. The Department completes Part A of the template and sends it to the Contractor(s).
- 2.2. The Contractor(s) completes Part B or C of the template and sends it to the Department.

3. CALL OFF ORDER TEMPLATE (ANNEX B)

- 3.1. The Department completes this document and sends it to the Contractor(s) with the Invitation to Quote.

4. DELIVERY SOLUTION TEMPLATE (ANNEX C)

[Note: This will be the same or similar to Tender Document 5c provided during the Tender process]

- 4.1. The Contractor completes the Delivery Solution template and sends it to the Department.

5. CALL OFF CONTRACT PRICING SCHEDULE (ANNEX D)

[Note: this will be the same or similar to Document 4 provided during the Tender process.]

- 5.1. The Contractor completes the Pricing Schedule template and sends it to the Department.

SCHEDULE 12 – SCHOOL CALL OFF PROFORMAS

1. Introduction

- 1.1 Unless otherwise agreed with the School, the Contractor uses the templates and documents included in this Schedule when following the Ordering Procedures set out in Schedule 4.
- 1.2 The Contractor may be required to submit additional documents. Any such requirements will be set out in the Invitation to Quote sent to the Contractor.

2. SCHOOL INVITATION TO QUOTE TEMPLATE (ANNEX A)

- 2.1. The School completes Part A of the template and sends it to the Contractor(s).
- 2.2. The Contractor(s) completes Part B or C of the template and sends it to the School.

3. SCHOOL CALL OFF ORDER TEMPLATE (ANNEX B)

- 3.1. The School completes this document and sends it to the Contractor(s) with the Invitation to Quote.

4. SCHOOL DELIVERY SOLUTION TEMPLATE (ANNEX C)

[Note: This will be the same or similar to Document 5c provided during the Tender process.]

- 4.1. If required by the School, the Contractor completes the School Delivery Solution template and sends it to the School.

SCHEDULE 13 – ACCESS BY OTHERS

1. ACCESS CRITERIA

- 1.1 Organisations that meet with the criteria listed in Table 1 below are entitled (but not obliged) at any time during the Contract Period to order Services in accordance with the Ordering Procedures (Schedule 4).
- 1.2 The Department has the right to the criteria included in Table 1 to reflect changes such as the introduction of newly defined or newly created educational establishments or to withdraw access for international schools overseas.

Table 1 Type of Establishment
Academy 16 to 19 sponsor led
Academy 16-19 converter
Academy alternative provision converter
Academy alternative provision sponsor led
Academy converter
Academy special converter
Academy special sponsor led
Academy sponsor led
City technology college
Community school
Community special school
Foundation school
Foundation special school
Free schools
Free schools 16 to 19
Free schools alternative provision
Free schools special
Local authority nursery school
Non-maintained special school
Pupil referral unit
Studio schools
University technical college
Voluntary aided school
Voluntary controlled school
British schools overseas
Higher education institutions
Independent schools
Welsh establishment
Miscellaneous
Offshore schools
Secure units
Other independent school

Other independent special school
Service children's education
Sixth form centres
Special post 16 institution
Further education/ Further education and sixth form colleges which receive state funding for 16-19 education from the ESFA
Institution funded by other Government Department
Other international schools*

**As defined by schools overseas which do not fit into other categories above*

SCHEDULE 14 - CONTRACTOR'S DIGITAL PLATFORM

1. DEFINITIONS

1.1. In this Schedule, the following words shall have the following meanings and:

"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Contractor or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Contractor System"	means the information and communications technology systems and software used by the Contractor in supplying the Services, including the Provider's hosted website or webpages (relevant to the services), mobile app, COTS software, the Provider's equipment, configuration and management utilities, calibration and testing tools and related cabling.
"Critical Service Level Failure"	means a failure by the Contractor to meet any Service Level for a continuous period of 7 calendar days or a combined period of more than 14 days in a 28-day period;
"Department Property"	the property, other than real property and IPR, including the Department System, any equipment issued or made available to the Contractor by the Department in connection with this Contract;
"Department Software"	any software which is owned by or licensed to the Department and which is or will be used by the Contractor for the purposes of providing the Services;
"Department System"	the Department's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Department or the Contractor in connection with this Contract which is owned by or licensed to the Department by a third party and which interfaces with the Contractor System or which is necessary for the Department to receive the Services;
"Defect"	any of the following: <ul style="list-style-type: none">a) any error, damage or defect to the Contractor's System that affects the delivery of the Services; orb) any error or failure of code within the software which causes any part of the Contractor's or Department System to malfunction or to produce unintelligible or incorrect results; orc) any failure to provide the performance, features and functionality specified by the Contractor (including any adverse effect on response times) regardless of whether or not it prevents the relevant part of the Contractor's System from passing any test required under this Contract; ord) any failure of any part of the Contractor's System to operate in conjunction with or interface with any other part of the Contractor's or Department System in order to provide the

	performance, features and functionality required to deliver the Services;
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Contractor where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Department System and the Contractor System;
"Licensed Software"	all and any Software licensed by or through the Contractor, its Sub-Contractors or any third party to the Department for the purposes of or pursuant to this Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 5 of this Schedule;
"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;
"New Release"	an item produced primarily to extend, alter or improve the Contractor System or any part of it by providing additional functionality or performance enhancement (whether or not defects in the Software are also corrected) while still retaining the original designated purpose of that part of the Contractor's System;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Department System and any premises (including the Department Premises, the Contractor's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Services are (or are to be) provided; or b) the Contractor manages, organises or otherwise directs the provision or the use of the Services; or c) where any part of the Contractor System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 55.2 of this Schedule;
"Service Levels"	means the service levels set out in Table A of this Schedule 14;
"Service Level Failure"	means a failure by the Contractor to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure"	shall be as set out against the relevant Service Level in Table A of this Schedule 14.
"Software"	Specially Written Software COTS Software and non-COTS Contractor and third party Software;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Contractor (or by a Sub-Contractor or other third party on behalf of the Contractor) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

2. LICENSED SOFTWARE WARRANTY

2.1. The Contractor represents and warrants that:

- 2.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software used by the Contractor (and/or any Sub-Contractor) which are necessary for the performance of the Contractor's obligations under this Contract;
- 2.1.2. all components of the Specially Written Software shall:
 - 2.1.2.1. be free from Defects, material design and programming errors;
 - 2.1.2.2. perform in all material respects in accordance with the Annex A of this Schedule; and
 - 2.1.2.3. not infringe any IPR.

3. PROVISION OF THE DIGITAL PLATFORM

3.1. The Contractor shall:

- 3.1.1. ensure that the release of any new COTS Software in which the Contractor owns the IPR, or upgrade to any Software in which the Contractor owns the IPR complies with the interface requirements of the Department and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Department three (3) Months before the release of any new COTS Software or Upgrade;
- 3.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Contractor are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 3.1.3. ensure that the Contractor System will be free of all encumbrances;
- 3.1.4. ensure that the Contractor System is fully compatible with any Contractor Software, Contractor System, or otherwise used by the Contractor in connection with this Contract;
- 3.1.5. minimise any disruption to the Services and the ICT Environment and/or the Department's operations when providing the Services;

3.1.6. Correct any Defects as soon as practicable;

Non-functional requirements:

3.1.7. ensure that the Digital Platform is fully scalable to meet current and future needs, without having any negative impact upon the performance (and user experience) of the solution;

3.1.8. have an understanding of non-functional requirements and build them into the Digital Platform i.e. volumetrics, usability, security, accessibility, interoperability, reliability, maintainability, availability, scalability, portability and compatibility;

3.1.9. makes use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.

3.1.10. ensure that where possible each release of the Contractor's Digital Platform is checked for defects using automated testing - including OWasp security testing and dependency checking - for more details see <https://www.gov.uk/service-manual/technology/managing-software-dependencies>

Accessibility:

3.1.11. ensure its Digital Platform meets industry standards for accessibility and is compliant with WCAG V2.1 to 'AA' Standard <https://www.w3.org/TR/WCAG21/> and ISO 9241-171:2008 (Ergonomics of human-system Interface);

3.1.12. ensure that the Digital Platform is compatible with the following 'Assistive Technologies': JAWS, Zoomtext, Dragon NaturallySpeaking, and Dolphin Supernova or equivalent.

Hosting:

3.1.13. ensure the Digital Platform is hosted within the UK mainland, ensuring all development, management, support, processing and storage of Departmental Data remains within the UK and in compliance with domestic standards. Hosting within the European Union (EU) is also acceptable, provided that the supplier can demonstrate its adherence to the Information Commissioner's Office's (ICO) regarding preparation for EU exit.

4. AUDIT

4.1. The Contractor shall allow any auditor access to the Contractor premises to:

4.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);

4.1.2. review any records created during the design and development of the Contractor System and pre-operational environment such as information relating to testing;

4.1.3. review the Contractor's quality management systems relating to the Contractor's System including all relevant quality plans.

5. MAINTENANCE OF THE ICT ENVIRONMENT

5.1. The Contractor shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Department.

5.2. The Contractor shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

- 5.3. The Contractor shall give as much notice as is reasonably practicable to the Department prior to carrying out any Emergency Maintenance.
- 5.4. The Contractor shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Services.

6. MALICIOUS SOFTWARE

- 6.1. The Contractor shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 6.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Services to its desired operating efficiency.
- 6.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 6.2 shall be borne by the Parties as follows:
- 6.3.1. by the Contractor, where the Malicious Software originates from the Contractor Software, the third party Software supplied by the Contractor or the Government Data (whilst the Government Data was under the control of the Contractor) unless the Contractor can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Department when provided to the Contractor; and
 - 6.3.2. by the Department, if the Malicious Software originates from the Department Software or the Department Data (whilst the Department Data was under the control of the Department).

7. SERVICE MANAGEMENT SOFTWARE & STANDARDS

- 7.1. The Contractor complies with relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
- a) ITIL v3 2011;
 - b) ISO/IEC 20000-1 2011 "ITSM Specification for Service Management";
 - c) ISO/IEC 20000-2 2012 "ITSM Code of Practice for Service Management";
 - d) ISO 10007 "Quality management systems – Guidelines for configuration management"; and
 - e) BS25999-1:2006 "Code of Practice for Business Continuity Management" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of "IT Service Continuity Strategy" or "Disaster Recovery" plans.

8. SERVICE LEVELS

- 8.1. If the level of performance of the Contractor's System:
- 8.1.1. is likely to or fails to meet any Service Level Performance Measure; or
 - 8.1.2. is likely to cause or causes a Critical Service Level Failure to occur,
- the Contractor shall immediately notify the Department in writing and the Department, in its absolute discretion and without limiting any other of its rights, may:

8.1.3. require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Department and to rectify or prevent a Service Level Failure from taking place or recurring; or

8.1.4. apply the measures outlined in paragraph 8 of Part C of Schedule 16 (Consequence of Performance Failure).

9. PLANNED MAINTENANCE

9.1. The current planned maintenance times are as specified in the Contractor's latest Maintenance Schedule

10. FAILURE TO MEET THE SERVICE LEVELS

10.1. The Contractor shall at all times meet the Service Level Performance Measure for each Service Level.

10.2. The Contractor acknowledges that any Service Level Failure shall entitle the Department to the rights set out in paragraph 8 of this Schedule.

10.3. The Contractor shall send MI Reports to the Department detailing the level of compliance which was achieved against each Service Level Performance Criteria in accordance with the provisions of Schedule 16.

Table A - Service Levels			
Service Level Performance Criteria	Service Level Reference	Description	Required Compliance (%) (Service Level Performance Measure)
Contractor's System	CS1	The Contractor's System shall be resilient and made available 24 hours per day, fifty-two (52) weeks a year, except for agreed downtime and maintenance. Plans should be made if the system is to be offline.	100%
Maintenance and Upgrades	MU1	All essential scheduled maintenance and/or system upgrades to the Contractor's System shall occur outside the hours of 07:30 to 20:00 GMT (or BST as appropriate) Monday to Friday.	100%
	MU2	The Contractor shall provide prior notification of maintenance and/or system upgrades to the Department .	100%
	MU3	Where applicable (e.g. on a website or app), a message shall be placed on the Contractor's System at least 2 weeks in advance of any maintenance or upgrade taking place, followed by subsequent reminders 48 and 24 hours prior to the maintenance or upgrade.	100%
	MU4	When required the Contractor and Department shall ensure any system	100%

		maintenance/upgrades are tested prior to the upgraded version release going live.	
Correction of Defects	D1	Defects to be corrected within 24hrs of identification.	99%

SCHEDULE 15 DEPARTMENT SECURITY STANDARDS

Definitions

"BPSS"	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further information can be found at:
"Baseline Contractor Staff Security Standard"	https://www.gov.uk/government/publications/government-baseline-contractor-staff-security-standard
"CCSC"	is NCSC's approach to assessing the
"Certified Cyber Security Consultancy"	services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website:
	https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy
"CCP"	is a NCSC scheme in consultation with
"Certified Professional"	government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors. See website:
	https://www.ncsc.gov.uk/scheme/certified-professional
"CC"	the Common Criteria scheme provides assurance
"Common Criteria"	that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria.
"CPA"	is an 'information assurance scheme' which
"Commercial Product Assurance"	evaluates commercial off the shelf (COTS)
[formerly called "CESG Product Assurance"]	products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry. See website:
	https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa
"Cyber Essentials"	Cyber Essentials is the government backed,
"Cyber Essentials Plus"	industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.
	There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers: https://www.iasme.co.uk/apply-for-self-assessment/

"Department's Data"	is any data or information owned or retained in order to meet departmental business objectives and tasks, including:
"Department's Information"	(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"Department"	means the Department for Education
"Department"	
"Departmental Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.
"Digital Marketplace / GCloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules.
"Good Industry Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"Industry Good Practice"	
"Good Industry Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"Industry Good Standard"	
"GSC"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at:
"GSCP"	https://www.gov.uk/government/publications/government-security-classifications
"HMG"	means Her Majesty's Government

"ICT"	means Information and Communications Technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG is the UK government's National Technical Department for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL" "OFFICIAL-SENSITIVE"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the 'OFFICIAL–SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.
"Secure Sanitisation"	Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by "Information Assurance Standard No. 5 - Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can now be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media

The disposal of physical documents and hardcopy materials advice can be found at:
<https://www.cpni.gov.uk/secure-destruction>

“Security and Information Risk Advisor”

“CCP SIRA”

“SIRA”

the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:

<https://www.ncsc.gov.uk/articles/about-certified-professional-scheme>

“SPF”

“HMG Security Policy Framework”

This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.

<https://www.gov.uk/government/publications/security-policy-framework>

“Tailored Assurance”

[formerly called “CTAS”, or,
“CESG Tailored Assurance”]

is an ‘information assurance scheme’ which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks.

<https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology>

- 1.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following paragraphs included in this Schedule
- 1.1A Any ICT solution implemented or used by the Contractor (i.e. its Digital Platform) shall also comply with the requirements set out in Schedule 14.
- 1.2. As the Contractor will be handling information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 1.3. The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 1.5. Departmental Data being handled in the course of providing an ICT solution or

service must be segregated from all other data on the Contractor's or Sub-Contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any Sub-Contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.

- 1.6. The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas.
- 1.7. The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised Staff have access to Departmental Data.
- 1.8. The Contractor shall have in place and shall maintain procedural, Staff, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 1.9. Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 1.10. Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Paragraph 1.11 and 1.12 below.
- 1.11. Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.12. All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or Sub-Contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.13. Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 1.14. When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 1.15. At the end of the Contract Period or in the event of equipment failure or

obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or Sub-Contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

- 1.16. Access by Contractor or Sub-Contractor Staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Contractor Staff Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or Sub-Contractor Staff must complete this process before access to Departmental Data is permitted.
- 1.17. All Contractor or Sub-Contractor Staff who handle Departmental Data must have annual awareness training in protecting information.
- 1.18. The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19. Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 1.20. The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 1.21. The Contractor or Sub-Contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or Sub-Contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 1.22. The Department reserves the right to audit the Contractor or Sub-Contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any Sub-Contractors, compliance with the clauses contained in this Section.

- 1.23. The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, Sub-Contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 1.24. Contractor and Sub-Contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and Sub-Contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the Department Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and Sub-Contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

SCHEDULE 16 – GOVERNANCE, CONTRACT MANAGEMENT AND PERFORMANCE

PART A - GOVERNANCE

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Board Member”	the initial persons appointed by the Department and Contractor to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3;
“Boards”	the Framework Executive Board and Framework Management Board and “Board” shall mean any of them;
“Framework Executive Board”	the body described in Paragraph 4;
“Framework Management Board”	the body described in Paragraph 5; and
“Framework Managers”	the individuals appointed as such by the Department and the Contractor in accordance with Paragraph 2 and named in Part B of this Schedule;

2 MANAGEMENT OF THE FRAMEWORK

- 2.1 The Contractor and the Department shall each appoint a Framework Manager for the purposes of day-to-day management of this Framework Agreement.
- 2.2 Each Party shall ensure that appropriate resources are made available to their respective Framework Manager so that the aims, objectives and specific provisions of this Framework Agreement can be fully realised.

3 BOARDS

Establishment and structure of the Boards

- 3.1 The Department shall establish the Boards in accordance with the provisions set out in this paragraph 3.
- 3.2 In relation to each Board, the:
- (a) Department Board Members;
 - (b) Contractor Board Members;
 - (c) frequency that the Board shall meet (unless otherwise agreed between the Parties);
 - (d) location of the Board's meetings; and
 - (e) planned start date by which the Board shall be established,

shall be as set out in Annex 1.

- 3.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Department Board Member has at all times a counterpart Contractor Board Member of equivalent seniority and expertise.
- 3.4 The Parties may agree to the creation of a new Board and/or delegate their roles and responsibilities as agreed between the Board Members.

Board meetings

- 3.5 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:
- (a) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - (b) that he/she is debriefed by such delegate after the Board Meeting.
- 3.6 A chairperson shall be appointed by the Department for each Board as identified in Annex 1. The chairperson shall be responsible for:
- (a) scheduling Board meetings;
 - (b) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - (c) chairing the Board meetings;
 - (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - (e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven Working Days after the Board meeting; and
 - (f) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.7 Board meetings shall be quorate as long as at least two representatives from each Party are present.
- 3.8 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.
- 3.9 The Parties cover their own expenses for attending Board Meetings and the Contractor is not paid separately for complying with the provisions of this Schedule.

4 ROLE OF THE FRAMEWORK EXECUTIVE BOARD

- 4.1 The Framework Executive Board shall be responsible for providing executive and strategic oversight of the Institute and shall:
- (a) provide senior level guidance, leadership and strategic steer for the Institute;
 - (b) be the point of escalation from the Framework Management Board; and
 - (c) carry out the specific obligations attributed to it in Paragraph 4.2
- 4.2 The Framework Executive Board shall:
- (a) ensure that the Framework Agreement is operated throughout the Contract Period in a manner which optimises the value for money and operational benefit to be derived by the Department and the commercial benefit derived by the Contractor;
 - (b) receive and review reports from the Framework Management Board and review reports the service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;
 - (c) provide guidance on policy matters which may impact on the implementation of the Services or the role of the Institute;
 - (d) consider/review the longer term aims and objectives and matters affecting the expiry of the Framework Agreement; and
 - (e) provide senior guidance to the Framework Management Board.

5 ROLE OF THE FRAMEWORK MANAGEMENT BOARD

- 5.1 The Management Board shall be responsible for the general oversight and management and shall:
- (a) ensure that the Framework Agreement and the relationship between the Parties is being managed effectively;
 - (b) provide assurance to the Framework Executive Board that the Contractor is complying with its obligations, delivering the agreed activities and that the Institute is being set up and operated in accordance the Contractor's Proposals;
 - (c) report to the Framework Executive Board on significant issues requiring decision and resolution by the Framework Executive Board and on progress against the Mobilisation Plan;
 - (d) receive reports from the Framework Managers on matters such as issues relating to the Establishment and Mobilisation, delivery of the Services and performance against KPIs, progress against the Mobilisation Plan and Delivery Solutions and possible future developments;
 - (e) review and report to the Framework Executive Board on service management, co-ordination of individual projects and any integration issues;
 - (f) deal with the prioritisation of resources and the appointment of Framework Managers on behalf of the Parties;

- (g) consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary, escalate the Dispute to the Framework Executive Board;
- (h) develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same;
- (i) review the Contractor's Continuous Improvement Plan; and
- (j) provide recommendations, seek guidance and authorisation from the Executive Board as required.

5.2 In respect of Change Management and Variations, the Management Board shall:

- (a) analyse and record the impact of all Changes, specifically whether the proposed Change:
 - (i) has an impact on other aspects of this Framework Agreement, and/or the delivery of the Services or other policy areas;
 - (ii) has an impact on the ability of the Department to meet its agreed business needs within agreed time-scales;
 - (iii) will raise any risks or issues relating to the proposed Change; and
 - (iv) will provide value for money in consideration of any changes to the Framework Agreement Prices, future Charges and/or KPIs and Performance Levels;
- (b) provide recommendations, seek guidance and authorisation from the Executive Board as required; and
- (c) approve or reject (close) all proposed Changes.

5.3 In respect of Risk Management, the Management Board shall:

- (a) provide assurance to the Framework Executive Board that risks are being effectively managed by the Contractor, including reporting the 'top 5' risks;
- (b) identify the risks to be reported to the Framework Executive Board via the regular risk reports;
- (c) subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in the Risk Register;

ANNEX 1: REPRESENTATION AND STRUCTURE OF BOARDS

Framework Executive Board

Department Members of Executive Board	<p><redact></p> <p></p> <p></p> <p>Plus representatives from the following:</p> <p>NIoT Policy</p> <p>Commercial</p> <p>Finance</p> <p>NPQ policy</p> <p>ECF policy</p> <p>NLE policy</p> <p>ITT policy</p> <p>Evaluation</p> <p>Digital</p>
Supplier Members of Executive Board	<p><redact></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>
Start Date for Executive Board meetings	TBC
Frequency of Executive Board meetings	Twice a year
Location of Executive Board meetings	Unless otherwise agreed, meetings will be held online/virtual e.g. via Microsoft Teams.

Framework Management Board

Department members of the Framework Management Board	<p><redact></p> <p></p> <p></p> <p></p> <p>Plus representatives from the following:</p> <p>NIoT Policy</p> <p>Commercial</p> <p>Finance</p> <p>NPQ policy</p> <p>ECF policy</p> <p>NLE policy</p> <p>ITT</p> <p>Evaluation</p> <p>Digital</p>
Supplier members of the Framework Management Board	<p><redact></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>
Start date for the Framework Management Board meetings	TBC
Frequency of the Framework Management Board meetings	Quarterly
Location of the Framework Management Board meetings	Unless otherwise agreed, meetings will be held online/virtual e.g. via Microsoft Teams.

SCHEDULE 16 PART B - CONTRACT MANAGEMENT PROVISIONS

1. INTRODUCTION

- 1.1 For the avoidance of doubt, the Department and the Contractor agree and acknowledge that the work carried out by the Contractor in accordance with the provisions of this Schedule is at no additional charge to the Department.

2. MANAGEMENT OF THE FRAMEWORK

- 2.1 The Framework Managers appointed in accordance with Paragraph 2.1 of Part A of this Schedule and their contact details are as follows:

<redact> for the Department; and

<redact> for the Contractor.

- 2.2 The Contractor's Framework Manager is a Key Contractor Personnel member and clause 15 applies in the event the Contractor wishes to change their Framework Manager.
- 2.3 The Framework Managers shall be members of, and report to, the Framework Management Board.
- 2.4 Each Party shall ensure that any additional or appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Schedule 16 (Contract Management and Governance) can be fully realised.

3. CONTRACT PERFORMANCE REVIEWS

- 3.1 The Contractor shall work with the Department to establish and maintain an effective and beneficial working relationship and to ensure the Framework Agreement is being delivered to at least the minimum required standard as specified in Schedule 3 (Specification).
- 3.2 The Department will conduct regular formal Contract Performance Review Meetings ("CPRs") at a frequency (usually monthly) determined by the Department from time to time to monitor, measure and review the Contractor's performance under the Framework Agreement.
- 3.3 The objectives of the CPRs shall be to manage this Framework Agreement and shall include but not be limited to:
- 3.3.1 reviewing the performance of the Contractor against the achievement of Milestones associated with the Establishment and Mobilisation, the KPIs and Performance Levels set out Part C of this Schedule, the Service Levels in Schedule 14 (Digital Solution) and conformance by the Contractor to all other standards and policies set out elsewhere in this Framework Agreement;
 - 3.3.2 monitoring the Contractor's compliance with its obligations under this Framework Agreement;
 - 3.3.3 reviewing Performance Improvement Plans;

- 3.3.4 agreeing any changes to this Framework Agreement, which have been raised through the Change Control Procedure as detailed in Schedule 5 (Change Control Procedure);
 - 3.3.5 reviewing the Specification set out in Schedule 3;
 - 3.3.6 resolving operational and contractual problems, which may have been raised using the Dispute Resolution Procedure as detailed in Clause 16 of this Framework Agreement or through agreed operational routes;
 - 3.3.7 reviewing the Risk Register;
 - 3.3.8 identifying and recording Performance Failures;
 - 3.3.9 agreeing on matters and reports that are to be submitted to the Boards; and
 - 3.3.10 transferring and exchanging information as required to ensure that all business needs are met.
- 3.4 CPRs shall be held between the Department and the Contractor to discuss issues related to the objectives described in Paragraph 3.3 to this Schedule 16 (Contract Management Provisions) and any other relevant business. An agenda shall be produced by the Department and agreed by the Contractor.
 - 3.5 The Contractor shall supply all information requested by the Department for the purpose of conducting the CPRs.
 - 3.6 The Contractor shall provide suitable representatives with the necessary Department to consider service performance and to ensure that any issues impacting the Department are surfaced and resolved.
 - 3.7 The Department shall make, retain, and distribute a record of the meetings.
 - 3.8 Each Party reserves the right to change its nominated representative(s) with staff of the appropriate Department and responsibility and shall notify the other party as soon as practicable of any changes.
 - 3.9 Paragraph 8 of Part C of this Schedule sets out the provisions relating to Performance Failures.

4. COMPLIANCE MONITORING

- 1.1 The Department will undertake Compliance Monitoring evidence-based checks at a frequency determined by the Department from time to time to:
 - 1.1.1 identify if the Contractor is adhering to the Specification and delivering the Services in accordance with the Contractor's Solution; and
 - 1.1.2 where necessary, observe the delivery of the Services and conduct visits at the Contractor's and Sub-Contractors' premises.
- 1.2 The Department will specify the location where such checks will take place.
- 1.3 The Contractor shall supply all information requested by the Department and must make available the Contractor's systems for inspection.

5. CONTRACTOR'S SYSTEM ASSURANCE

- 5.1 The Contractor shall comply with the Department's requirements for Contractor's Systems Assurance as described in this Paragraph 5.
- 5.2 The Contractor shall have systems in place to
 - 5.2.1 detect and prevent duplicate Charges;
 - 5.2.2 prepare and submit accurate, valid, supported, timely Charges and cost information;
 - 5.2.3 carry out effective monitoring of Sub-Contractors;
 - 5.2.4 quality assure the content of any reports and Management Information; and
 - 5.2.5 respond to PIPs, Compliance Monitoring and Contractor Assurance Reviews ("CARs") with an appropriate action plan.
- 5.3 The Department will undertake Contractor Assurance Reviews ("**CARs**") at a frequency determined by the Department from time to time to provide the Department with an assurance that payments to the Contractor are in accordance with the Department's requirements and HM Treasury policies, that public funds are protected and that value for money has been obtained.
- 5.4 The objectives of the CARs shall be to review the Contractor's internal control systems related to
 - 5.4.1 governance arrangements – Contractor's systems for tracking and reporting performance including anti-fraud measures;
 - 5.4.2 Service delivery – Contractor's systems for ensuring the activities are delivered to the required standards and to prevent any delays to achieving the Milestones;
 - 5.4.3 claim procedures and payment – Contractor's systems to support claims for payment, including appropriate segregation of duties

6. PERFORMANCE RECORDS

- 6.1 The Contractor shall keep appropriate documents and records (including but not limited to Participant eligibility records, attendance sheets, training records, complaints received) in relation to the Services being delivered. The records and documents of the Contractor shall be available for inspection by the Department and/or its nominee at any time and the Department and/or its nominee may make copies of any such records and documents.
- 6.2 In addition to the requirement in Paragraph 6.1 to maintain appropriate documents and records, the Contractor shall provide to the Department such supporting documentation as the Department may reasonably require in order to verify the level of the performance of the Contractor both before and after the Contract Commencement Date.

7. EVALUATION

- 1.1 The Department intends to commission an Independent Evaluation of the Institute to ensure that lessons are learned for future delivery. The nature of this evaluation will be determined in due course. There are a number of associated requirements for the Contractor that need to be factored in to planning.
- 1.2 The Contractor shall co-operate fully with any evaluation of the Institute and the work undertaken by the Department or a third party (the "Independent Evaluator") acting on behalf of the Department. This may include but not be limited to:
 - 1.2.1 access to Participant and Sub-Contractors' contact details and records; and
 - 1.2.2 visits and interviews with Participants and Contractor Personnel.
- 1.3 The aim of the evaluation will be to ensure that delivery is meeting the stated aims of the Institute, and the needs of teacher development providers, teachers, schools and the wider sector. The scope of the evaluation and detail of the method are still being developed. Broadly, this is likely to comprise a process evaluation focussing on the successes and challenges during implementation; in addition to measuring specific outcomes such as any effects on teaching practices and participant retention.
- 1.4 The Department will endeavour to ensure that any evaluation activity is proportionate and low burden to all. However, the Contractor must participate in the evaluation activity as specified by the Department and ensure that participants and schools are aware of the importance of engaging in the evaluation and take action to encourage participants and schools to respond to evaluation activity. The Contractor must also support continuous improvement by sharing knowledge and experiences of the successes and challenges faced, with the Independent Evaluator and the Department. The Contractor must make efforts to align their own evaluation activities with that of the Independent Evaluator where appropriate.

8. OTHER MEETINGS

- 8.1 The Contractor shall attend quarterly strategic marketing meetings with the Department to discuss marketing strategy and planning and shall provide suitable representatives with the necessary responsibility and Department for such meetings.
- 8.2 In addition to the CPRs, the Contractor shall attend and proactively participate in any joint collaborative meetings that the Department convenes under the Framework Agreement. These meetings will cover, but not be limited to networking between other suppliers (who provide similar services) and their delivery partners, emerging challenges, joint solutions, recruitment, sharing best practice and lessons learnt, exploring opportunities for efficiency/resource improvements, and identifying future opportunities to work more collaboratively with the Department and/or other suppliers. No separate payment shall be made for attending and participating in such meetings.

9. RISK MANAGEMENT

- 9.1 Both Parties shall proactively manage risks attributed to them under the terms of this Framework Agreement.
- 9.2 The Contractor shall develop, operate, maintain and update a Risk Register and ensure it has adequate processes for:
 - 9.2.1 the identification and management of risks;
 - 9.2.2 the identification and management of issues; and

9.2.3 monitoring and controlling project plans.

- 9.3 The Risk Register shall be regularly updated (at least monthly) by the Contractor and submitted for review by the Framework Management Board.

10. MANAGEMENT INFORMATION (MI) REQUIREMENTS

Framework Level MI

- 10.1 The Contractor shall collect a range of data and report on its performance against the KPIs set out in Tables 1, 2 & 3 in Part C of this Schedule and the Performance Levels set out in Table 7.
- 10.2 The Contractor submits a Framework level Management Information (MI) Report on a monthly basis. The Department may amend the reporting frequency and format in respect of any or all Management Information or waive the requirement for any aspect of the Management Information to be reported upon, by giving the Contractor not less than one (1) months' notice in writing.
- 10.3 The content and format of the MI Report shall be agreed with the Department but unless otherwise stated, it shall be presented in a tabular format or MS Excel and it shall include the formulas and calculations used by the Contractor to calculate the performance.
- 10.4 An example of the data the Department will require the Contractor to collect for the MI Report is detailed in Table 6 below.
- 10.5 The Contractor shall include in its MI Report suitable commentary and narrative statements in respect of the report performance, including specifying any reasons for reported failures.
- 10.6 The Department will use the data presented by the Contractor and the Management Information (MI) Report to inform CPRs and contract management discussions, trigger payments, progress against Milestones and KPIs, reporting performance to other government departments, for Quality Assurance purposes as well as to support an independent evaluation of the Contractor. The Department will share data and the contents of the MI Report for these purposes.
- 10.7 The Contractor ensures it (and its Sub-Contractors do likewise) receives the necessary consent and puts in place data sharing agreements where necessary (with Participants, Sub-contractors, third parties and the like), in relation to the collation and sharing of any data that is reported in its MI Report.
- 10.8 In addition to the Management Information requirements, the Contractor must respond to ad-hoc requests for information from the Department.
- 10.9 Where any discrepancies, omissions or errors are identified in the MI Report, the Contractor shall correct and rectify the MI Report as soon as practicable.
- 10.10 For the avoidance of doubt, the Contractor is responsible for the collection of data including data collected by Sub-Contractors and ensuring it is collected in a timely, secure, consistent and compliant manner.

- 10.11 Collection of the Unique Reference Number (URN) and Teacher Reference Number (TRN) will provide an opportunity to share the privacy notice(s) and collect consent for data sharing and analysis, collect contact details and consent to receive communications from the Department, Contractor, QA Function and a third party (the “Independent Evaluator”). The Contractor will, upon request, need to provide evidence that any Participants and schools participating in the programme has had sight of a privacy notice and authorised the collection and use of their information.

Table 6: Examples of required MI data				
Frequency	Data Category	Examples	Framework Level	Call Off Level
Monthly	Participant Information	Teacher Reference Number (TRN) Full name Gender Ethnicity Email address(es) Telephone number(s) Home address Date of birth (if available) Job role (if applicable) Funded teacher or self-funded teacher Method of call off for self-funded teacher	X	X
Monthly	School Details	URN School name School address (including post code) Programme point of contact (including email address)	X	X
Monthly	Recruitment Details	Programme Type of qualification Forecast and actual numbers of participants Start/withdrawal/deferral/restart dates Withdrawal/deferral reasons and details	X	X
Annually	Programme Details	Programme name Cohort Region Curriculum design Qualification type / support offer Qualification/Support offer end date Date of assessment submission Date of assessment completion Outcome of qualification Confirmation if Participant has gained promotion (to include promotion date (month/year), role and school) Details of the number of ITT Participants per Cohort who are; students, career finders or career changers, the number of Participants who had not previously considered teaching as a career The number of ITT Participants achieving QTS by region, subject and phase The number of validated PGCEs of other Teacher Development Providers Samples of published research, including details of research design and fieldwork	X	X

Monthly	Get into Teaching Database	For ITT Participants* who have consented to share their data with the "Get Into Teaching" service, details of First Name; Last Name; Date of Birth, Address, Post Code, Telephone number; Email address; Degree Stage, Degree Subject and Degree Class *This should include details of unsuccessful ITT Participants, those that withdraw their applications, those who register interest but don't apply, and any for whom mainstream ITT may be a more suitable option	X	
Quarterly	Performance	Performance against the Mobilisation Plan (including supporting evidence) Performance against Performance Levels, KPIs and Service Levels Continuous Improvement Plan Risk Register QA reports	X	X
Annually	Evaluation	Satisfaction survey responses	X	
Monthly	Complaints	Details of complainant Date, details and outcome of the complaint	X	X
	Ad hoc	Any further information the Department may reasonably request	X	X

Call Off Contract MI data and reports

- 10.12 The Contractor shall collect a range of data and report on its performance against the KPIs and Performance Levels set out in Schedule 2 of the Call Off Contract.
- 10.13 As stated in section 19 of the Specification, it is the intention of the Department to design and host a digital solution that will be used by the Contractor and Participants in respect of ECF and NPQ programmes. In the absence of the digital solution, the Department will require the Contractor to collect Participant and school data using a spreadsheet developed by the Department.
- 10.14 The Contractor will be required to provide personal information about Participants and schools, the Contractor must ensure this data collection template is returned to the Department using an encrypted system such as Egress.

SCHEDULE 16 PART C – PERFORMANCE

1. General

- 1.1 This schedule sets out the Performance levels associated with the Framework Agreement.
- 1.2 The Department and any Schools who access the Framework will monitor the Contractor's performance for each Call Off Contract as set out in Schedule 2: Part 2 (Performance) of the Call Off Contract.

2. Consolidated performance monitoring

- 2.1. In addition to the individual Call Off Contract performance monitoring, the Department will undertake performance monitoring at a Framework Agreement level as set out in this Schedule and reserves the right to apply the provisions of this Schedule where multiple Call Off Contracts (including School Call Offs) are being delivered concurrently.
- 2.2. In accordance with the terms of the Model Call Off Contract, the Contractor is required to produce various plans and comply with obligations in respect of Quality Assurance, Continuous Improvement, Financial Monitoring, Social Value and Exit Plan etc. Where the Contractor is delivering more than one Call Off Contract concurrently, the Department reserves the right to review and assess (including reporting to the Framework Boards) the Contractor's performance against their consolidated plans, proposals etc under this Framework Agreement to ensure the Department has a holistic view of the Contractor's overall performance.
- 2.3. Where any action or changes are required that affect more than one Call Off Contract:
 - 2.3.1. the enforcement of the relevant obligations will take effect under the relevant Call Off Contract(s); and / or;
 - 2.3.2. if changes are required to the Framework Agreement, they will be made in accordance with Schedule 5 of the Framework Agreement and if as a result changes are needed to any Call Off Contracts that are in force at the time, such changes will be considered in accordance with Schedule 5 the relevant Call Off Contract(s).

3. Establishment and Mobilisation Milestones

- 3.1 The Contractor is required to meet the Milestones set out in Schedule 16 of the First Call Off Contract. If the Contractor fails to meet the Milestones, the Department may at its absolute discretion:
 - 3.1.1 Immediately suspend the Contractor in accordance with clause 7.11 and not award any other Call Off Contracts to the Contractor until the Department is satisfied it is able to deliver the Services;
 - 3.1.2 treat the failure to achieve the Milestone as a Performance Failure and apply the rights set out in paragraph 8 of this Schedule;
 - 3.1.3 if the failure is a recurrent or substantial and significant failure; terminate the Framework Agreement as per paragraph 7.4 of this Framework Agreement;
- 3.2 If the Contractor's fails to achieve any of the Milestones and at the same time is delivering Services under other Call Off Contract(s), the Department reserves the right to apply any or all of the following in relation to the live Call Off Contract(s):

- 3.2.1 immediately under the relevant Call Off Contract require the Contractor to stop or not start any part of the Services being delivered, including delaying the Cohort Commencement Date;
- 3.2.2 require the Contractor to;
 - 3.2.2.1 revise and resubmit their Delivery Solution(s);
 - 3.2.2.2 reschedule any activity;
 - 3.2.2.3 attend meetings with the Department and/or its QA Function, submit reports, report on progress, provide additional resources and take the necessary action to provide assurances to the Department that the failure to achieve the Milestone will not adversely affect the Services;
- 3.2.3 treat the failure to meet the Milestone as a Serious Breach and apply clauses 7.4.

4. Recruitment Targets

- 4.1 The Contractor is required to achieve the Recruitment Targets set out in each Order.
- 4.2 If the Contractor fails to meet the Recruitment Targets for the start of any Cohort, the Department may at its absolute discretion:
 - 4.1.1 consider it a Performance Failure and apply the provisions set out in paragraph 8;
 - 4.1.2 reduce the Contractor's Recruitment Targets for future Call Offs as set out in Schedule 4;
 - 4.1.3 suspend the Contractor from the Framework Agreement in accordance with clause 7.11; or
 - 4.1.4 if the failure is a recurrent or substantial and significant failure; terminate the Framework Agreement as per paragraph 7.4 of this Framework Agreement.

5. Key Performance Indicators (KPIs)

- 5.1 The KPIs in Tables 1 to 6 below set out the measures the Department will use to monitor the Contractor's performance.
- 5.2 For the avoidance of doubt, the Contractor's performance against the KPIs set out in Table 1 below shall be measured, monitored and managed by the Department under the Framework Agreement. Failure to meet any of these KPIs will be classed as Performance Failure in accordance with paragraph 8 of this Schedule.
- 5.3 The Contractor's performance against the KPIs set out in table 2 shall be measured, monitored, and managed by the Department under Call Off Contracts (but subject to the provisions of paragraph 2 of this Schedule), with the specific targets and milestones included in the Call Off Contract in Part 2 of Schedule 2.
- 5.4 The Contractor's performance against the KPIs set out in tables 3 to 6 shall be measured, monitored and managed by the Department under Call Off Contracts (but

subject to the provisions of paragraph 2 of this Schedule), with the Cohort specific targets and milestones included in the Call Off Contract in Part 2 of Schedule 2.

- 5.5 The Department reserves the right to tailor, amend or add additional KPIs to those stated in Tables 2, 4, 5 & 6 for Call Off Contracts to ensure they reflect the needs and requirements of the specific Cohort.

Table 1 – Key Performance Indicators for engagement and operations				
Ref	Type	Measure	Monitoring and reporting frequency	Target & Milestone
IoT1	School Leadership Engagement	<p>The percentage of school leaders (by which we mean those who employ ECTs, mentors, NPQ participants and offer placements to ITT trainees) that are surveyed report a positive overall experience of the training delivered by the Contractor.</p> <p>Satisfaction will be measured through a survey completed by leaders at the end of each year of the relevant programme.</p> <p>An Independent Evaluator will design and administer the survey and the Contractor shall support the Independent Evaluator to encourage completion.</p>	Annually	<p>No less than 80% of school leaders who report positive overall experience of the training delivered by the Contractor.</p> <p>Performance measured at the end of each academic year and reported no later than 31st of August.</p>
IoT2	School Engagement	<p>Percentage of schools (across all Campus locations), where ECF or NPQ Participants work, are not part of a trust that is involved in running the Institute.</p> <p>Measured for each academic year.</p>	Annually	<p>No less than 65% of schools, where ECF or NPQ Participants work are not part of a trust that is involved in the running the Institute or delivery of the Services.</p> <p>Performance measured at the end of each academic year and reported no later than 31st of August.</p>
IoT3	Payments	Percentage of Sub-Contractors paid by the Contractor within 30 days from the receipt of a valid invoice (across all Call Off Contracts)	<p>Quarterly and Annually</p> <p>Reporting period 1st April to 31st March</p>	100%

SV1	Tackling Economic Inequality	Number of full time equivalent employment opportunities created under the contract, by UK region	Annually	At least 120 FTE at the Institute's maximum capacity, with at least 50% of FTE appointed to the North East and North West campuses
SV2	Tackling Economic Inequality	Percentage of apprenticeship and other training opportunities (Level 2, 3 and 4+) created or retained under the contract	Annually	No less than 2.3% of support staff headcount Performance measured at the end of each academic year and reported by 31 August
SV3	Tackling Economic Inequality	Number of people-hours of learning interventions delivered under the contract, by UK region	Annually	600 hours per annum at the Institute's maximum capacity, with at least 50% of these delivered to staff in the North East and North West campuses
SV4	Improving Health and Wellbeing	Percentage of suppliers committing to paying the Living Wage	Termly	100% Performance measured at the end of each term and reported by 31 December, 30 April and 31 August
SV5	Improving Health and Wellbeing	Percentage of suppliers committing to the Mental Health at Work Standards	Termly	100% Performance measured at the end of each term and reported by 31 December, 30 April and 31 August
SV6	Improving Health and Wellbeing	Percentage of subcontractor agreement including Social Value Commitment	Termly	100% Performance measured at the end of each term and reported by 31 December, 30 April and 31 August
SV7	Improving Health and Wellbeing	Percentage of staff participation in regular wellbeing Pulse Surveys	Termly	70% Performance measured at the end of each term and reported by 31 December, 30 April and 31 August

Table 2 – Key Performance Indicators for Best Practice Function

Ref	Type	Measure	Monitoring and reporting frequency	Target & Milestone
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BP1	Developing and sharing best practice	Percentage of published research that is quality assured through an external quality assurance process. Measured for each academic year.	Annually	100%. Performance measured at the end of each academic year and reported no later than 31st of August.
BP2	Timeliness	Completion of the Service Outputs by the Service Output Date	Annually	100% Performance measured at the end of each academic year and reported no later than 31st of August.
BP3	School Engagement	Percentage of schools that know about and engage with the Institute's best practice research	Annually	90% by 2028 with year on year increases (e.g. 2022 – 10%, 2023 – 20%, 2024 – 30%, 2025 – 50%, 2026 – 70%, 2027 – 80%). Performance measured at the end of each academic year and reported by 31 August.
BP4	School Engagement	Percentage of hard to reach (e.g. lower performing schools that know about and use the Institute's best practice research	Annually	90% by 2028 with year on year increases (e.g. 2022 – 10%, 2023 – 20%, 2024 – 30%, 2025 – 50%, 2026 – 70%, 2027 – 80%). Performance measured at the end of each academic year and reported by 31 August.

Table 3 – Key Performance Indicators for ITT

Ref	Type	Measure	Monitoring and reporting frequency	Target & Milestone
ITT1a	Recruitment	The number of ITT trainees who commence their training in each academic year.	Monthly and Annually	100% of the target achieved at the start of each Cohort. Annual performance confirmed on the 30 th of September in each year.
ITT1b	Recruitment	The number of ITT trainees who commence their training in each academic year, who spend at least half of their placement time schools where at least 40% of pupils are eligible for pupil premium.	Monthly and Annually	No less than 5% of the recruitment target. Annual performance confirmed on the 30th September in each year.

ITT2a	Achievement	The percentage of ITT trainees that achieve QTS at the end of their training	Annually	No less than 93% achieve Qualified Teacher Status Performance measured at the end of each Cohort and reported no later than 31st of August.
ITT2b	Achievement	The percentage of ITT trainees that are awarded a PGCE (or equivalent qualification).	Annually	No less than 93% of ITT trainees have been award a PGCE (or equivalent qualification) Performance measured at the end of each Cohort and reported no later than 31st of August.
ITT3	Satisfaction	The percentage of ITT trainees that are surveyed rate their training as 'good' or above. Satisfaction will be measured through a survey completed by all trainees at the end of the programme. An Independent Evaluator will design and administer the survey and the Contractor shall support the Independent Evaluator to encourage completion.	Annually	No less than 80% of ITT trainees who are surveyed rate their training as 'good' or above. Performance measured at the end of each Cohort and reported no later than 31 st of August

Table 4 – Key Performance Indicators for ECF

Ref	Type	Measure	Monitoring and reporting frequency	Target & Milestone
ECF1a	Recruitment	The number of Participants with a completed start declaration on the Department's digital registration service, for each of the Cohort Commencement Dates. The minimum number will be based on the agreed volume for each Call Off Contract.	Monthly and Annually	100% of the Recruitment Target stated in the Call Off Contract

ECF1b	Recruitment	The number of ECTs and their assigned Mentors recruited onto the programme that come from schools where at least 40% of the pupils are eligible for Pupil Premium.	Monthly and Annually	22% of the Recruitment Target stated in the Call Off Contract
ECF1c	Recruitment	The number of ECTs and their assigned Mentors recruited onto the programme that come from local authority districts identified as in the top 20% most sparse in terms of schools per hectare.	Monthly and Annually	11% of the Recruitment Target stated in the Call Off Contract
ECF2	Retention	<p>The percentage of the ECF participants that start the training are retained at the end of Year 2 of the delivery.</p> <p>Retention rates will be measured for each cohort from the start of the programme through to the end of each year of the programme i.e. at the end of year 2.</p>	Annually	75%
ECF3	Satisfaction	<p>The percentage of the ECF participants rate the training 'good' or above at the end of year 1 and 2.</p> <p>Satisfaction will be measured through a survey completed by all Participants at the end of each year of the programme.</p> <p>An Independent Evaluator will design and administer a survey for all Participants. The Contractor shall support the evaluator to encourage completion.</p>	Annually	80%

Table 5 – Key Performance Indicators for NPQs

Ref	Type	Measure	Monitoring and reporting frequency	Target & Milestone
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NPQ1a	Recruitment	<p>The number of Participants with a completed start declaration on the Department's digital registration service, for each of the Cohort Commencement Dates.</p> <p>The minimum number will be based on the agreed volume for each Call Off Contract.</p>	Monthly and Annually.	100% of the Recruitment Target stated in the Call Off Contract
NPQ2	NPQ Assessment Quality ¹²	<p>Accuracy level for all Summative Assessments undertaken by Participants completing NPQs, within the Call-Off Contract Cohort Windows.</p> <p>To be verified by a national moderation function which will sample Summative Assessments.</p>	Annually, linked to the completion of assessments	95% accuracy level
NPQ3	Retention ¹³	The percentage of Participants who commence NPQ during the Call-Off Contract remain engaged until the end of the programme.	Annually	95%
NPQ4	Satisfaction	<p>Percentage of the Participants who commence NPQ during the Call-Off Contract rate the training 'good' or above at the end of the programme.</p> <p>Satisfaction will be measured through a Department designed survey all NPQ Lead Providers will be required to use¹⁴. To be completed by Participants at the end of each year of the programme</p>	Annually	80%
Table 6 – Key Performance Indicators for NLE				
Ref	Type	Measure	Monitoring and	Target & Milestone

¹² NPQ Assessment accuracy level is the proportion of marks (pass or fail) within a sample that are unchanged following the national moderation process. Only marks changed from pass to fail or vice versa count against the accuracy level.

¹³ The Retention KPI will measure withdrawals for reasons within the Contractor's control (i.e. those leaving due to issues with programme quality or appropriateness of the programme to their needs).

¹⁴ In addition to any measure of satisfaction that will be assessed through the evaluation specifically for the Institute

			reporting frequency	
NLE1a	Timeliness	The percentage of Participants who can access the development programme in the agreed timescale of teachers onto the programme.	Annually	100%
NLE1b	Timeliness	Percentage of Summative Assessments undertaken within the first term of delivery for each Cohort of Participants.	Annually at the end of the first term for each Cohort	100%
NLE2	Retention	The percentage of Participants who commence the development programme during the Call-Off Contract complete all learning hours.	Annually	80%
NLE3	Quality	Percentage of the Participants who commence the development programme during the Call-Off Contract rate the course 'good' or above at the end of the programme.	Annually	80%
NLE4	Accuracy of assessment	Percentage of assessment decisions overturn at the moderation stage.	Annually	No more than 10%

6. Framework Agreement Performance Levels

- 6.1 The Contractor shall ensure compliance with the Performance Levels listed in Table 7 (Framework Performance Levels).
- 6.2 The Contractor and the Department shall monitor the Contractor's performance against each of the Performance Levels listed in Table 7.
- 6.3 The Contractor shall report their performance against the Performance Levels as part of their MI report and confirm whether they have achieved the required Performance Levels.
- 6.4 If the Contractor fails to meet any Performance Level for three (3) consecutive Reporting Periods, or on four (4) separate occasions, then it will be considered a Performance Failure and the Department reserves the right to apply the measure outlined in paragraph 8 (Consequence of Performance Failure).

Table 7 Framework Performance Levels			
Subject	Ref	Performance Level	Level to be Achieved

Appeals	APP1	Delivery of an internal process to resolve appeals within three (3) months from the date submitted by the appellant.	100% of the internal processes as defined in the Contractors Appeals Policy to be undertaken within the three (3) month appeal window.
	APP2	If unresolved within three (3) months from the date submitted by the appellant and all internal processes exhausted, a complete appeal bundle is to be sent to the Department and/or its designated External Body who will act as the final arbiter.	Refer 100% of unresolved appeals for arbitration on expiration of the three (3) month appeal window.
Communication	C1	Provide a meaningful response to one hundred per cent (100%) of queries raised by the Department and correspondence within three (3) Working Days from the date of receipt or within such other timescales for response as provided specifically for within the terms of the contract. In the event the query raised is complex the Contractor can request an extension of time, which will be subject to agreement by the Department.	100% of responses submitted within three Working Days.
	C2	One hundred per cent (100%) compliance with the timescales set out in Clause 23.2 (Freedom of Information)	100% compliance with timescales.
Digital	D1	Digital Service Levels are set out in Annex A of Schedule 14	As set out in Schedule 14
Finance	F1	Ensure that valid invoices are submitted to the Department by the twenty-fifth (25th) of the month for the relevant Reporting Period.	100% of invoices to be submitted by 25th of the month for the relevant Reporting Period
	F2	Comply and respond to any requests for Open Book or financial validation data within ten (10) Working Days.	100% of responses made to requests for Open book or financial validation data made within 10 Working Days.
	F3	Ensure that all financial discrepancies identified by the Department are 100% accurately reconciled ahead of the next invoice period and any variances to invoicing values offset.	100% of financial discrepancies accurately reconciled and invoicing values offset by the next Reporting Period deadline following identification or notification of the discrepancy.
Management Information	MI1	Submit accurate and complete MI Reports to the Department by the twenty-fifth (25th) of each month.	100% of required monthly management information submitted by the 25th of each month.
	MI2	Ensure that all MI Report data discrepancies identified by the Department including any missing data or inaccurate data are 100% accurately addressed ahead of the next submission of the MI Report.	Resolve 100% of discrepancies by next reporting deadline following notification from the Department.
Meetings	RM2	Contractor's Attendance at CPR and Board Meetings.	100%

Quality and Improvement	QI1	Development, submission and updating of the Contractor's Continuous Improvement Plan and report progress to the Department against agreed milestones.	Meet 100% of deadlines agreed.
	QI2	Cooperate with the requirements of the QA Function by supplying information, facilitating visits, and otherwise supporting the implementation and ongoing work of the QA function.	Respond and comply with to 100% of QA Function requirements and requests.

7. Annual Review

7.1 The Contractor shall contribute to an Annual Review and provide information and draft report(s) as required in respect of the performance of the Framework Agreement and Call Off Orders placed under it, and within that, the Contractor's contribution, including but not limited, to:

7.1.1 Savings – % savings achieved when compared to Framework Agreement Prices;

7.1.2 Savings – amount of Gainshare achieved;

7.1.3 Quality assurance - % of service improvements adopted within required timescales;

7.1.4 Quality assurance – number of Quality and Performance recommendations and Quality Failure;

7.1.5 Performance – % of Performance Levels and Service achieved;

7.1.6 Performance – delivery against KPIs;

7.1.7 Performance – number of Performance Failures and Service Failures;

7.1.8 Continuous Improvement – a summary of the key achievements from the CIP and ways in which the Institute has improved its operations, methods of delivery, reduced costs or made efficiencies in respect of how it operates and/or provides the Services; and

7.1.9 A narrative commentary on the performance and overall view as to whether the Institute is meeting its objectives, future forecasting, strategic risk management and matters relating to planning (including financial) for the future transition and exit from the Framework Agreement.

7.2 Where the Contractor's performance against the measures set out in paragraph 7.1 is deemed unsatisfactory by the Department, the Department reserves the right to consider this as a Performance Failure.

8. Consequence of Performance Failure

8.1 Without prejudice to any other rights or remedies arising under this Contract, if the Contractor incurs a Performance Failure in any Relevant Period, the Contractor acknowledges and agrees that the Department shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

8.1.1 The Department shall be entitled to require the Contractor, and the Contractor

agrees to prepare and provide to the Department, a plan for improvement (an "Improvement Plan") within ten (10) Working Days of a written request by the Department for such an Improvement Plan. Such an Improvement Plan shall be subject to the Department's prior approval and the Contractor will be required to implement any approved Improvement Plan, as soon as reasonably practicable.

- 8.1.2 The Department shall be entitled to require the Contractor, and the Contractor agrees to attend, within a reasonable time one (1) or more meetings at the request of the Department in order to resolve the issues raised by the Department in its notice to the Contractor requesting such meetings.
 - 8.1.3 The Department shall be entitled to serve a notice of improvement ("Improvement Notice") on the Contractor and the Contractor shall implement such requirements for improvement as set out in the Improvement Notice.
 - 8.1.4 The Department shall be entitled to issue interim performance measures and/or milestones in order to monitor the Contractors implementation of any Improvement Plan or Improvement Notice.
- 8.1 In the event that the Department has, in its absolute and sole discretion, invoked one or more of the remedies set in paragraph 8.1 above the Department may not award further Call Off Orders to the Contractor under the Framework Agreement pending the Department being satisfied that the Contractor has;
- 8.1.1 implemented the requirements for improvement set out in the Improvement Notice; and/or
 - 8.1.2 implemented an Improvement Plan approved by the Department; and/or
 - 8.1.3 met the interim performance measures and/or milestones; and/or
 - 8.1.4 provided sufficient assurances they have addressed the causes of the Performance Failure
- Any Contractor that is subject to these measures will not be eligible to be awarded Call Off Orders by the Department or a School until the suspension is lifted.
- 8.2 Whether or not the Department has exercised its rights under pursuant to paragraph 8.2 in the event that the Department has, in its absolute and sole discretion invoked one or more of the remedies set out in paragraph 8.1 above and the Contractor either;
- 8.2.1 fails to implement such requirements for improvement as set out in the Improvement Notice; and/or
 - 8.2.2 fails to implement an Improvement Plan approved by the Department; and/or
 - 8.2.3 fails to meet the interim performance measures and/or milestones,
- then (without prejudice to any other rights and remedies of termination provided for in this Contract), the Department shall be entitled to terminate this Framework Agreement and with immediate effect by notice in writing in accordance with clause 7.4.

SCHEDULE 17 – EXIT PLANNING AND HANDOVER

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Exit Manager” means the person appointed by the Contractor to the manage the Exit Period and (if appropriate) handover from the Framework Agreement and/or an Call Off Contracts in accordance with the requirements of this schedule;

“Exit Plan” means the plan developed by the Contractor in accordance with the requirements of this schedule;

“Exit Strategy” means the Contractor’s strategy to ensure a smooth exit from the Framework Agreement and (where applicable) handover to another supplier

2 GENERAL

2.1 The Contractor must develop an Exit Strategy to ensure there is a smooth exit and where applicable transition of service provision to another supplier or to the Department on termination or expiry of the Framework Agreement.

2.2 The Contractor drafts and implements their Exit Plan in accordance with this schedule.

3 EXIT STRATEGY

3.1 The Exit Strategy must be comprehensive and detail how the Contractor proposes to ensure there is a smooth and effective exit from the Framework Agreement

3.2 For consortia, the Contractor must ensure there are plans in place to ensure business continuity and continuation of delivery under the Framework Agreement in the event there is situation where a Member leaves the consortium for any reason. The Exit Strategy must show how this gap in service provision will be resolved and how the Contractor will ensure that the delivery of Services under Call Offs will continue to be delivered and to agreed standards.

3.3 The Exit Plan must include details of any risks, issues or matters relating to the expiry or termination of this Framework Agreement. It must include, but is not limited to, the following areas:

- (a) Assets and the transfer thereof;
- (b) Systems, software and licencing;
- (c) Data;
- (d) Subcontracts;
- (e) Training and knowledge transfer;
- (f) Staff matters;

- (g) Timescales for any transfer;
- (h) Financial sustainability and future income generation;

4 SUBMITTING, UPDATING AND ADMINISTERING THE EXIT PLAN

- 4.1 The Contractor shall develop and submit to the Department, within 6 (six) months of the Contract Commencement Date, its Exit Plan which meets with the requirements set out in this Schedule.
- 4.2 The Department shall notify the Contractor of its approval or rejection of the proposed Exit Plan (or any updates to it) within twenty (20) Working Days of receipt.
- 4.3 Within ten (10) Working Days of receipt of a notice of rejection of the Contractor's Exit Plan, the Contractor shall submit to the Department a revised Exit Plan reflecting the changes required.
- 4.4 Following the approval of the submission of the first Exit Plan (in accordance with paragraph 4.1 of this schedule) the Contractor shall regularly review, maintain and provide the Department with an updated version of the Exit Plan on at least a six-monthly basis thereafter.
- 4.5 The Contractor must also review and update their Exit Plan within 3 months of the Contract Date of each Call Off Contract.

5 IMPLEMENTING THE EXIT PLAN

- 5.1 The Contractor must appoint an Exit Manager who will be responsible for managing and delivering the Exit Plan. The Exit Manager shall be defined as a Key Person and the provisions of Clause 15 shall apply.
- 5.2 The Contractor must implement its Exit Plan in accordance with Clause 7.16 and notifies the Department it has done so.
- 5.3 Once the Exit Plan has been implemented, the Contractor shall provide a weekly update on progress against it. The Contractor must attend meetings with the Department relating to the demobilisation of the Framework Agreement and arrange for all data relevant to the Services delivered under Call Off Contracts awarded under this Framework Agreement to be handed over to the Department, in the format agreed with the Department.
- 5.4 Within ten (10) Working Days of being requested by the Department, the Contractor shall transfer to the Department, or any person designated by the Department, 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 Department.