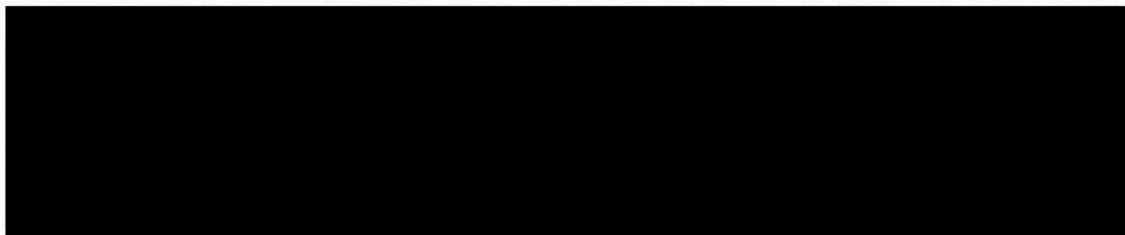


Schedule 3

Financials

1. The DfE shall pay the Contractor the Charges in accordance with the Contract, subject to successful delivery of the Services against the KPIs or Service Levels set out in schedule 4. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise between the Contractor and the DfE, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
2. The DfE may review the detailed costs set out in the Implementation Plan to ensure that the Contract is value for money.
3. Indexation shall not apply to the Charges.
4. The Contractor shall be entitled to invoice the Charges following acceptance by the DfE of satisfactory completion of the Services or, where performance of the Services will continue, either quarterly in arrears or on satisfactory completion of milestones as set out in the delivery milestones, outputs or outcomes (as set out in the tables below).

Table 1

A large black rectangular box redacting the content of Table 1.

5. Funds allocated to a particular expenditure heading in Table 1 are available for that expenditure heading only unless otherwise agreed with the DfE. Funds allocated to a particular accounting year are available for that accounting year only.

Table 2

Schedule 4

KPIs, Service Levels and Service Credits

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

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

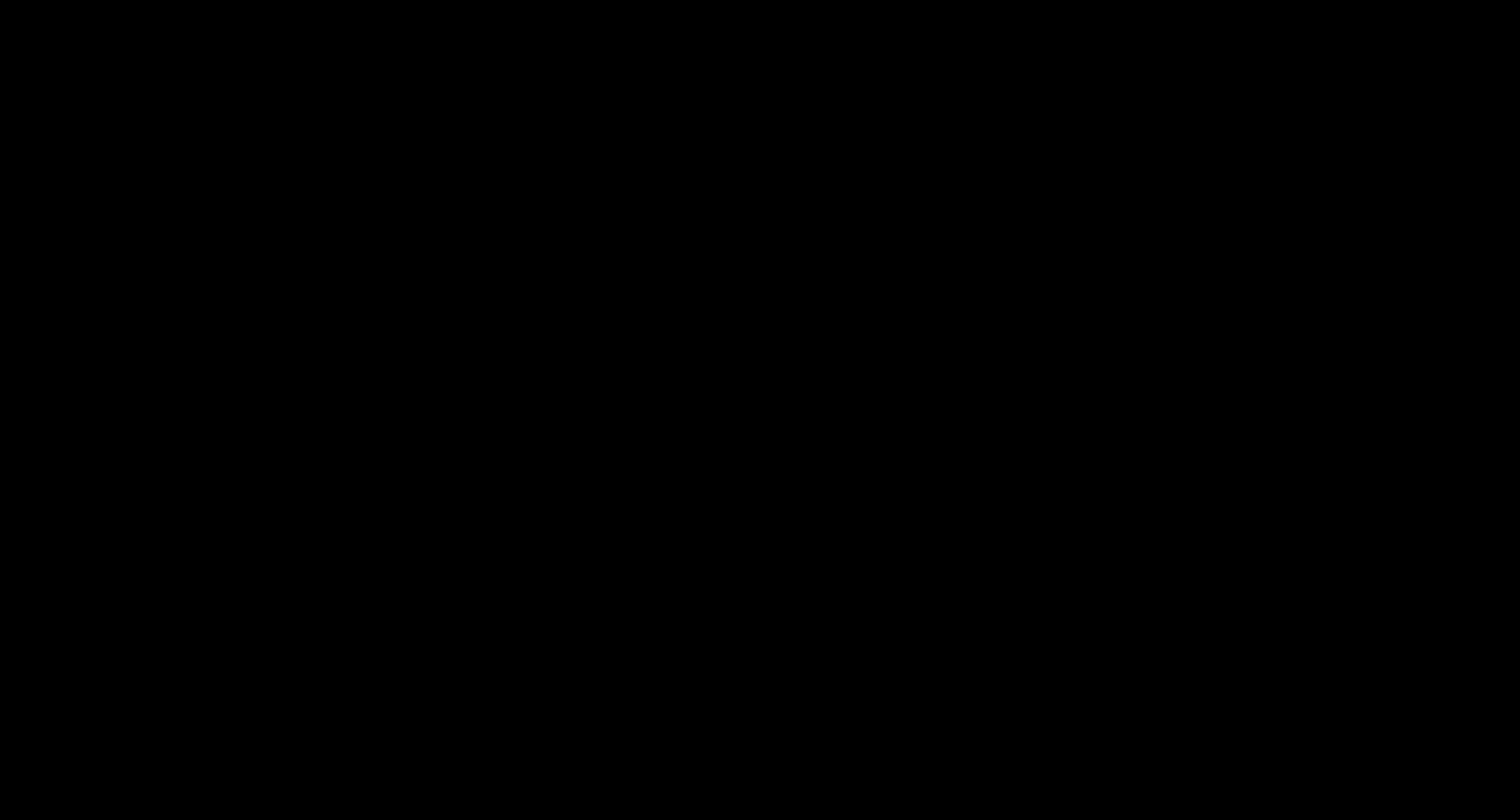
- 2 This schedule 4 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
- 3 The Contractor shall monitor its performance against of each of the KPIs and Service Levels in and send the DFE a report detailing the KPIs and Service Levels which were achieved in accordance with the provisions of this schedule 4.

PERFORMANCE STANDARDS/MEASURES

- 4 The Contractor must meet the Performance Measure for each identified KPI as set out in table 1 below within the agreed Service Period (defined Schedule 2 and within table 1)
- 5 No service credits apply to this contract.
- 6 The Contractor will be expected to meet/comply with all Service Levels as set out within table 2 below.

CONSEQUENCES OF FAILURE TO MEET KPIS

- 7 A failure to meet at least the required performance level will be considered a "Service Failure" in respect of the KPIs set out in Table 1a below
- 8 If performance level is a Service Failure in one or more of the KPIs listed in Table 1a in any given service period/calendar month, DfE will be entitled at its sole discretion, to reduce the total amount of charges payable to the Contractor ("Service Credit") for that period/month by:
 - 8.1 5% for one KPI failed
 - 8.2 10% for two KPIs failed
 - 8.3 to a maximum of 15% for three or more KPIs failed
- 9 A failure to meet the required performance level for the other KPIs (table 1b) will not be considered a Service Failure in the context of paragraph 7 but expects to meet the required performance levels and will consider repeated failures as breaches of this contract
- 10 In addition to its rights under paragraph 7, if there are one or more Service Failures in 3 (three) consecutive Service Periods/calendar months, DFE will be entitled, as its sole discretion, to terminate this contract on 30 days written notice.



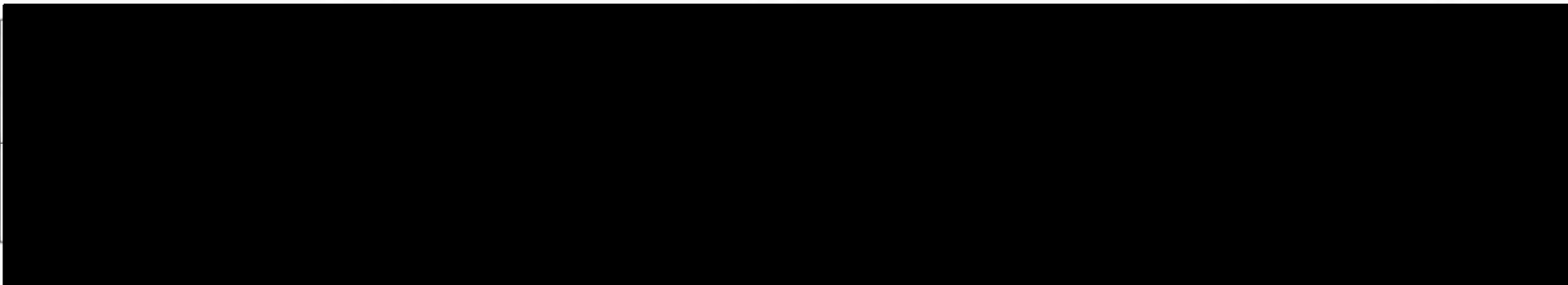


Table 2 Service Levels

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

Schedule 5

Implementation Plan

1. The Contractor shall provide the Services in accordance with the Implementation Plan set out below.
2. The Implementation Plan shall be sufficiently detailed as is necessary to manage the Services and any proposed changes are subject to the Change Control Procedure.

3. The Contractor shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that from the Service Commencement Date the Contractor is able to provide the Services:
 - 3.1 in accordance with the provisions of the Contract; and
 - 3.2 in a manner that maintains the continuity of Services to the DFE.
4. The Contractor shall monitor its performance against the Implementation Plan and report to the DFE monthly (or more frequently if so required by the DFE) on its performance.

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Schedule 6

Change Control Procedure

- 1 The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.
- 2 The Contractor shall use reasonable endeavours to incorporate minor changes requested by the DFE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.
- 3 Either Party may request a Variation provided that such Variation does not amount to a material change.
- 4 The DFE may request a Variation by completing the Change Control Note and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the DFE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
- 5 If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the DFE may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with clause 36.
- 6 If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on DFE.
- 7 The DFE shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.
- 8 The DFE shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.
- 9 The DFE may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

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

Schedule 7

Key Personnel and Key Sub Contractors

Key Personnel

The individuals listed in the table below are Key Personnel:

| Name | Role | Period of Involvement |
|-------|--------------------|-----------------------|
| ■■■■■ | Programme Director | Life of contract |

Key Sub-Contractors

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

| Key Sub-Contractor Name and Address (if not the same as the registered office) | Registered Office and Company Number | Related Product/Service Description | Sub-contract Price expressed as a percentage of total projected Charges over Term | Role in delivery of the Services |
|--|--------------------------------------|--|---|--|
| [REDACTED] | [REDACTED] | [REDACTED] – specialising in accessible, flexible and highly-personalised training development and delivery. | 23.4% | Course and Content Development Lead |
| [REDACTED] | [REDACTED] | [REDACTED] – providing academic teaching and learning to the sector | 4% | Partnership and Learning lead and Local Delivery Partner |
| [REDACTED] | [REDACTED] | [REDACTED] – providing academic teaching and learning to the sector | 5% | Course Development Lead and Local Delivery Partner |
| [REDACTED] | [REDACTED] | [REDACTED] – providing academic teaching and learning to the sector | 0.4% | Local Delivery Partner |

| | | | | |
|--|--|--|------|------------------------|
| | | providing academic teaching and learning to the sector | 0.4% | Local Delivery Partner |
| | | partnership – providing academic teaching and learning to the sector | 0.4% | Local Delivery Partner |
| | | is a not-for-profit providing training, consultancy and research globally to help civil society organisations and networks be more effective | 0.4% | Local Delivery Partner |
| | | – providing academic teaching and learning to the sector | 0.4% | Local Delivery Partner |
| | | partnership – providing academic teaching and learning to the sector | 0.4% | Local Delivery Partner |
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