**This contract is made on day of 2016**

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

2 Teach First of 4 More London Riverside, London SE1 2AU - registered in England and Wales under number 4478840 whose registered office is 4 More London Riverside, London SE1 2AU (the “**Contractor**”)

each a “**Party**” and together the “**Parties**”.

**It is agreed that:**

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

(a) schedule 2 (Terms and Conditions);

(b) schedule 1 (Specification);

(c) schedules 3 to 9; and

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

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

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

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**Specification (the Services)**

1. **Background and aims**

1.1 The Department for Education (DFE) wants to achieve a highly educated society in which opportunity is equal for children and young people, no matter what their background or family circumstances. To help achieve this it is offering funding for a Programme that will supplement the supply of excellent new teachers into schools serving economically disadvantaged pupils, particularly those schools with below average attainment. These teachers will form a corps of highly motivated and well qualified professionals, many of whom will go on to become excellent practitioners.

1.2 National College for Teaching and Leadership (NCTL) are an Executive Agency of the Department for Education.

1. **Purpose**

2.1 At a local and immediate level, the High Potential Initial Teacher Training (HPITT) Programme (“the Programme”) is to support schools serving economically disadvantaged pupils (see point 7.3), particularly those schools with below average attainment, by supplying them with high quality graduates to teach in said schools. These graduates will be employed to fill vacancies (although with a reduced teaching timetable) and contribute to the schools’ overall improvement.

2.2 The national and longer term purpose of the Programme is twofold.

2.2.1 Firstly it is to add to the stock of high quality graduates coming into teaching. By focusing on graduates who otherwise would not consider teaching or working in a challenging school, the Programme adds to the number of graduates coming in to teach, including in subjects where there are shortages e.g. maths and in schools facing particularly challenging circumstances.

2.2.2 Secondly, the Programme supplements the pipeline of future middle and senior leaders and head teachers in all schools. Although not all of the recruits will stay in teaching beyond the Programme, it is expected that many will; and the Programme should prepare and inspire them to move into school leadership roles.

**3 Mandatory High Level Requirements**

3.1 The Contractor will attract and train up to 4,200 and as a minimum at least 3,500 high quality graduates and career changers (“participants”) who would not otherwise be likely to join the teaching profession, so that they can work in low attainment/ high deprivation schools throughout England. This is to be delivered across two academic year cohorts, with the first cohort of participants placed in schools in September 2017.

3.2 The Contractor will also deliver high quality leadership development training for up to 4,200 and as a minimum at least 3,500 high quality graduates and career changers (“participants”) in order to prepare them for teaching/leadership roles in schools. This is to be delivered as stated in the detailed requirement across two academic year cohorts with the first cohort of participants starting their training in September 2017.

3.3 The Contractor of services will make all reasonable efforts to seek to ensure that all applicants to the scheme are registered with the DfE’s “Get into teaching” service. This means that applicants need to be asked to agree to such data sharing as necessary to support this requirement. The Contractor will work with the DfE to maximise the likelihood that any unsuccessful applicant, with the potential to teach, but who is not successful in his/her application for this Programme, applies for a mainstream training route.

**Detailed Services**

4 The Contractor will design, develop and deliver a high quality Initial Teacher Training (ITT) and leadership development Programme (“the Programme”) that will recruit the best and brightest graduates and career changers onto the Programme. This will entail delivery of the following services:

• Attraction and Recruitment of appropriate applicants

• Selection and assessment of applicants

• Recruitment and vetting of schools

• Preparation of schools e.g. school mentor training

• Placement of participants in schools

• Initial Teacher Training

• Leadership Development

• Monitoring of progress

• Management and reporting

• Governance of the Programme and contract

**5 Attraction and Recruitment of appropriate applicants**

**The Contractor will be responsible for ensuring that:**

5.1 The Programme attracts high quality applicants who would not otherwise consider a career in teaching or working in a challenging school (i.e. defined by low attainment and/or high deprivation – see paragraph 7 Table 7.1 on school eligibility)

5.2 They will attract and train up to 4,200 and as a minimum at least 3,500 high quality graduates and career changers who would not otherwise be likely to join the teaching profession, so that they can work in low attainment/ high deprivation schools throughout England. 2017.

5.2.1 This Programme recruits at least 1,750 graduates each academic year, of which 95% with a 2.1 undergraduate degree or above and 70% from Russell Group universities.

5.2.2 This Programme is to be delivered across two academic year cohorts, with the first cohort of participants placed in schools in September 2017

5.3 The recruits are recent graduates or career changers. NCTL expects significant liaison work with undergraduates to secure numbers of graduates; and other stakeholders to identify potential career changers. NCTL will require the Contractor to make all reasonable efforts to seek to ensure that all eligible applicants to the scheme are registered with the DfE’s “Get into teaching” service. This includes those who are rejected at any point in the process. (“Get into teaching” is NCTL’s information line for, and database of, prospective applicants to teacher training.)

5.4 The marketing of this Programme should be no cost/low cost to the Department and take account of NCTL’s marketing to attract trainee teachers and must not contradict its messages. Subject to agreement with NCTL, the messages can be distinct from NCTL marketing to reflect the niche target audiences for this Programme.

5.5 Any marketing spend may be subject to approval by the Cabinet Office. The Contractor must submit a costed marketing plan which identifies if/how Department funding will be spent and where appropriate receive full approval before proceeding.

5.6 NCTL accepts the Contractor’s budget and bid as per their Best and Final Offer submitted 1st April 2016

**6.** **Selection and assessment of applicants**

6.1 The Contractor will have a robust process to assess and select applicants for the Programme as outlined in **Schedule 10 – Contractor’s solution – Response 17.03 (insofar as it is consistent with this Schedule 1)**

6.2 The Contractor’s assessment process will comply with all relevant legislation and be undertaken in a way that is fair, open and transparent and avoids adverse impact on any minority groups.

6.3 The Contractor will ensure that all applicants have passed the Skills Tests that form part of the normal ITT Entry Requirement before they can become participants.

6.4 The Contractor’s process should maximise the number of potential recruited participants in shortage subjects as agreed with NCTL in advance.

6.5 NCTL is willing to fund a probationary period for applicants in these shortage subjects that have strong academic credentials but need more time to undergo some preparation for ITT before they can successfully demonstrate that they have the other skills and/or capabilities needed to start teaching as an unqualified teacher in their placement school in September. These applicants will not count towards the annual targets of participants (set out in point 5.1) agreed with NCTL if they do not successfully move into schools in September. **As outlined in Schedule 10 – Contractors Solution – Response to 17.03 (2.3.3.1) (insofar as it is consistent with this Schedule 1)**

6.6 The Contractor will be expected to encourage applicants who have the potential to become good teachers, but who are not suitable for this Programme, to consider other ITT routes. As outlined in **Schedule 10 – Contractors Solution – Response to 17.03 (2.3.3.2) (insofar as it is consistent with this Schedule 1)**

**6.7** As part of the participant assessment process, the Contractor will deliver a regional and national Summer Institute (SI) (an intensive, five-week residential training course) for each Cohort to prepare them for taking up a participant position in schools in September. The Summer Institute will take place in June/July of each year**. As referred to within Schedule 10 – point 2.1**

7 **Recruitment and vetting of schools**

7.1 The school eligibility criteria for this Programme are set out below. These will be subject to annual review with the appointed Contractor, to ensure they remain aligned with DfE priorities and with other changes, eg to pupil outcome measures and cold spots/achieving excellence areas.

7.2 The Contractor will need to have a system for assessing and recruiting schools to the Programme that match these criteria. The Contractor will also need to make sure that the host schools have sufficient capacity and capability to provide adequate support to the participants in school.

7.3 NCTL expects schools with 5 “Eligibility points” or more to be eligible, with priority to be given to schools that score highest. Table 7.1 sets out the Eligibility Points.

7.4 The current Programme has worked with up to 800 schools. The Contractor will need a plan for how they work with existing partner schools.

**Table 7.1**

**HPITT Eligibility Criteria:**

|  |  |  |
| --- | --- | --- |
| **Primary Schools** | |  |
| Category | Explanation | Eligibility Points |
| Cat 1 | The Local Authority average for either group (FSM\* and non-FSM) of children reaching Level 4 at Key Stage 2 has been 3 percentage points (pp) below the national average for comparable pupils in both of the previous two years | 1 |
| Cat 2 | The Local Authority average for both groups (FSM and non-FSM) reaching Level 4 at Key Stage 2 has been 3pp below the national average for comparable pupils in both of the previous two years | 2 |
| Cat 3 | The Local Authority average for FSM group of pupils reaching Level 4 at Key Stage 2 has been 5pp below the national average, and for the non FSM group it has been 3pp below the national average, for comparable pupils in both of the previous two years | 3 |
| IDACI\*\*  school Intake | School’s intake of children from the bottom 30% of IDACI | 1 point for every 10% of intake (up to a maximum of 5 points) |

\*FSM is Free School Meals

\*\*IDACI is the Income Deprivation Affecting Children Index, which measures the proportion of children under the age of 16 that live in low income households in a local area.

|  |  |  |
| --- | --- | --- |
| **Secondary Schools** | |  |
| Category | Explanation | Points |
| Cat 1 | The Local Authority average for either group (FSM and non-FSM) of children reaching the 5A\*-C GCSE threshold has been 3pp below the national average for comparable pupils for two of the past four years | 1 |
| Cat 2 | The Local Authority average for both groups (FSM and non-FSM) reaching the 5A\*-C GCSE threshold has been 3pp below the national average for comparable pupils for two of the past four years | 2 |
| Cat 3 | The Local Authority average for both groups (FSM and non-FSM) reaching the 5A\*-C GCSE threshold has been 5pp below the national average for comparable pupils for two of the past four years | 3 |
| IDACI\*\*  school Intake | School’s intake of children from the bottom 30% of IDACI | 1 point for every 5% of intake above 20% (up to a maximum of 5 points) |

**8. Preparation of schools e.g. school mentor training**

**The Contractor will be responsible for ensuring:**

8.1 That all schools involved in the training of teachers offer the following support. (Additional support may also be proposed, where the Contractor believes it will be effective and offer best value for money).

o a trained and quality-assured mentor

o a reduced teaching timetable

o ongoing support to the participants

o release time to allow the participants to experience other settings

8.2 The Contractor will have a clear plan as to how they will prepare schools to be effective in supporting ITT participants and NQTs. **As outlined in Schedule 10 – Contractors Solution – Response to 17.01 (Section 2 and 6) (insofar as it is consistent with this Schedule 1)**

**9. Placement of participants in schools**

**The Contractor will be responsible for ensuring:**

9.1 Participants are placed in an eligible school ready to start teaching as an unqualified teacher from September 2017 (cohort 1) and September 2018 (cohort 2)

9.2 Participants are placed in an eligible school ready to start teaching as a newly qualified teacher in September 2018 (cohort 1) and September 2019 (cohort 2).

9.3 The majority of places will be outside London and NCTL expect that at least 13% of recruits in each cohort are placed in coastal areas. This percentage should increase cohort-by-cohort. (As set out in the Schedule 4 – KPIs – Reference:2.2).

9.3.1 The Contractor will need to ensure that they adopt a flexible approach in the allocation of places to align with the “Achieveing Exellence areas”.

9.4 That no more than 10% of participants to be placed in schools with above average attainment. (As set out in the Schedule 4 – KPIs – Reference:2.4)

9.5 There may be a case for some participants being placed in schools that do not meet the Eligibility Criteria. NCTL will expect this to apply to no more than 5% of participants. As set out in the Schedule 4 – KPIs – Reference:2.1) The criteria for these exceptions will need to be agreed with NCTL in advance.

**10. Initial teacher training (ITT)**

**The Contractor will be responsible for ensuring that:**

10.1 The ITT Programme is developed in close consultation with schools and delivered in partnership with them.

10.2 The ITT Programme requires participants to work as unqualified teachers in their ITT year, with an unsupervised teaching timetable of at least two-thirds full time equivalent (FTE).

10.3 The ITT Programme leads to Qualified Teacher Status (QTS) after one year. There will be some flexibility over deferrals for reasons including but not limited to maternity, paternity and illness and the criteria for these will be agreed with NCTL in advance.

10.4 The whole Programme must equip participants to start their ITT and work as unqualified teachers by September. This will require some pre-ITT training. In shortage subjects, this is likely to include more subject knowledge enhancement in cases where the subject degree does not exactly match the ITT subject.

**11. Leadership Development**

**The Contractor will be responsible for ensuring the delivery of Leadership development training that:**

11.1 Spans the 2 year Programme.

11.2 Trains and supports participants to become effective teachers. This should prepare participants to become excellent practitioners and be additional to a full ITT Programme and should include:

o providing training and experiences to prepare participants for school leadership.

o providing opportunities to form and maintain networks committed to improving the educational opportunities for disadvantaged pupils.

**12. Monitoring of progress**

12.1 The Contractor must have in place systems and processes to track and monitor progress of participants in both their ITT and NQT years.

12.2 The Contractor will monitor and identify risks of non-completion (e.g. due to failure to meet standards) and implement a Programme of support.

12.3 The Contractor, where required, will implement an appropriate process for removing under-performing teacher participants ( Year 1 participants).

**13. Management information and reporting**

13.1 The Contractor will provide information as required by any parties appointed on behalf of NCTL to monitor the Programme – including, but not limited to, any independent evaluator(s). *NCTL intends to conduct or commission an independent evaluation of the Programme’s impact in schools and as such, is not expecting to fund similar activity by the Contractor*

13.2 The Contractor will include information on participants in their census returns and audited accounts.

13.3 The Contractor will provide reports including but not limited to those set out within Schedule 4 – Key Performance Inidcators (KPIs) and Service Level Agreements (SLAs)

13.4 NCTL reserves the right to verify (spot-check) reports, or claims made in reports – in whole or in part – independently or directly with schools and/or participants and/or HEIs.

13.5 The Contractor will cooperate and support NCTL in a timely manner with respect to any requests for information made to NCTL under the Freedom of Information Act 2000, responses to Parliamentary Questions, Ministerial Briefings and any other queries in connection with the Services provided under the Contract.

**14. Governance of the Programme and contract**

14.1 The Contractor will plan and execute all activity through rigorous and robust project management techniques, including but not limited to:

o An implementation plan (as set out in Schedule 5)

o Risks and issues logs: the Contractor will identify and monitor the key risks to these Services, their impact and proposed mitigations via a risk and issues log. (See Appendix 1) Risks and issue logs will be shared with NCTL on a regular and agreed basis.

o Resource plan: the Contractor will maintain an organisation chart detailing the personnel to be deployed to ensure sound governance, strong leadership and effective operational management of the requirement. This will be kept under regular review (see Schedule 7 of the contract and Appendix 3)

14.2 The Contractor will attend a Programme of monthly contract management meetings (see Schedule 4 – SLAs)

14.3 The Contractor will attend development meetings as required and this may include an annual face-to-face meeting to conduct a full review of services; and interim meetings. These may be face-to-face or by phone/video-conference.

**15. Quantity**

**The Contractor will be responsible for ensuring:**

15.1 95% of recruits are graduates with a 2:1 or above.

15.2 70% of all recruits are from Russell Group universities.

15.3 The Programme is delivered to a minimum number of 1,750 per cohort; for cohort 1 and 2 the maximum numbers are respectively 2,000 and 2,200 places.

15.4. Allocations will be agreed with NCTL in advance during the academic Autumn term each year of the Contract, which reflect the importance NCTL attaches to recruiting in shortage subjects. At the time of contract award these are: maths, physics, chemistry, biology, computing, modern languages and geography. The details of allocations by phase and subject will be subject to annual review, to ensure alignment with DfE priorities, system needs and the Teacher Supply Model.

* 1. Further KPIs are set out within Schedule 4

15.6 The table below is a **guide only** as to how 2,000 places allocated to this Programme may break down by subject and phase. NCTL will advise the Contractor‎ of how actual places are allocated on an annual basis.

|  |  |
| --- | --- |
|  | ***Places allocated*** |
| **Early Years** | ***82*** |
| **Primary** | ***425*** |
| **Secondary** | ***1,493*** |
| English | *430* |
| Mathematics | *308* |
| Sciences | *300* |
| Biology | *190* |
| Chemistry | *60* |
| Physics | *50* |
| ICT | *30* |
| D&T | *15* |
| ML | *143* |
| Geography | *110* |
| History | *77* |
| Music | *20* |
| RE | *30* |
| Business Studies | *30* |
| **Total** | ***2,000*** |

**16. Contract Term**

16.1 The Contract Initial term will be a maximum of 53 months, from contract award in June 2016 until the end of October 2020. The Contract will include: initial set up phase following contract award and delivery of 2 full cohorts (2017 cohort and 2018 cohort) The 2017 cohort will complete by July 2019; and the 2018 cohort by July 2020. Contract exit activity is expected to take until October 2020

16.2 Subject to satisfactory Contractor performance; ministerial support and agreement; and availability of funding, the Department reserve the right to exercise an option to extend the contract to deliver a further two cohorts (2019 cohort and 2020 cohort) – or any part thereof.

Any extension, would be subject to a new spending review period and will not be confirmed until 2018. The 2019 cohort will then complete by July 2021; and the 2020 cohort by July 2022. Contract exit activity would be expected to take until October 2022. (Taking the full contract term to a maximum of 77 months in total)

16.3 NCTL/DfE reserves the right to reduce or flex the scope of any agreement should funding be withdrawn, changed or there is a significant change in government policy relating to the delivery of the Programme and outputs required as part of this contract, by giving 3 months’ notice.

**Schedule 2**

**Terms and Conditions**

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**1. DEFINITIONS AND INTERPRETATION**

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

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

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

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

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

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

**“Commercially Sensitive Information”** means the information set out in schedule 1:

(a) which is provided by the Contractor to DFE in confidence for the period set out in schedule 9; and/or

(b) that constitutes a trade secret.

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Contractor Trademarks**” means the Teach First trademarks numbers 003581741 and 009794793 as renewed from time to time.

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

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

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

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

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

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

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

**“Effective Date”** means date when the Contract is duly executed by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Initial Term”** means the period from the Effective Date to **31st October 2020**.

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

**“IP Materials”** any IP Materials shall have the meaning set out in clause 12.1

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

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

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

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

(a) a substantial portion of the Contract; or

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

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

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

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

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

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

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

**“Prohibited Act”** means:

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

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

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

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

(c) an offence:

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

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

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

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

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

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

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

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

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

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

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

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

**“Services Commencement Date”** means 27 June 2016

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

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

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

(a) the first Service Period of the Contract shall begin on the Services Commencement Date and shall expire at the end of the first period defined in schedule 4 (being a calendar month or quarter) in which the Services Commencement Date falls; and

(b) after the first Service Period of the Contract a Service Period shall be the period defined in schedule 4 (being a a calendar month or quarter) during the Contract save that the final Service Period of the Contract shall commence on the first day of the period defined in schedule 4 (being a calendar month or quarter) in which the Contract expires or terminates and shall end on the expiry or termination of the Contract.

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

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

**“Sub-Contract”** a contract between the Contractor and a Sub-Contractor.

**“Sub-Contractor”** means a third party directly or indirectly contracted by the Contractor (irrespective of whether such person is an Associated Company) whose services are used by the Contractor (either directly or indirectly) in connection with the provision of the Services.

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

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

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

* 1. The following notes of construction and interpretation apply to the Contract:
     1. references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of the Contract which are in force prior to the date of the Contract;
     2. the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
     3. the words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context;
     4. the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require;
     5. any reference in the Contract to a clause or schedule is a reference to a clause or schedule of the Contract and references in any schedule to paragraphs relate to the paragraphs in that schedule;
     6. the clause headings are included for convenience only and shall not affect the interpretation of the Contract; and
     7. the schedules and appendices form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the schedules.
  2. Where there is a change to terms or measures that are referred to in the KPIs, eligibility criteria or Contract, the parties will negotiate a replacement mechanism. Examples of changes are: measures of pupils’ attainment at 11 and 16; UCAS; QTS. When definitions of cold spots and coasting are proposed, the parties will review the effect of these on the schools we can work in and discuss solutions.

**2. TERM**

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

2.2 DFE may extend the Initial Term for such further period as the DFE may choose (the **“Extended Period”**) by giving not less than 3 months’ written notice served no later than 28 February 2018, to the Contractor prior to the expiry of the Initial Term.

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

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

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

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

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

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

3.3.3 comply with Good Industry Practice;

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

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

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

3.3.7 comply with the Implementation Plan;

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

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

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

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

**4. CONSORTIA**

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

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

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

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

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

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

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

**5. TRANSFER AND SUB-CONTRACTING**

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

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

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

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

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

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

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

**6. PERSONNEL**

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

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

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

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

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

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

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

6.8 Any replacements to Key Personnel shall be subject to DFE consent and shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

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

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

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

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

**7. TUPE**

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

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

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

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

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

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

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

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

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

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

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

7.5.1 the provision of TUPE Information;

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

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

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

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

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

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

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

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

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

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

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

**8. CHARGES**

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

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

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

8.4 Content has been redacted as the content is commercially sensitive.

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

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

8.7 Invoices shall be submitted and/or sent, within 30 days of the end of the relevant invoicing date, to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA. An invoice is a **“Valid Invoice”** if it is legible and includes:

8.7.1 the date of the invoice;

8.7.2 Contractor’s full name and address;

8.7.3 Contract reference number;

8.7.4 the charging period;

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

8.7.6 days and times worked (if applicable);

8.7.7 Service Credits (if applicable); and

8.7.8 VAT if applicable.

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

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

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

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

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

8.13 The Contractor shall ensure that a term is included in its Sub-Contracts which requires the Contractor to pay any undisputed sums to Sub-Contractors within 30 days from the date the Contractor receives the Sub-Contractor's invoice.

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

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

**9. TAX and VAT**

Content has been redacted as the content is commercially sensitive.

**10. PREVENTION OF CORRUPTION**

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

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

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

10.2 The Contractor shall not:

10.2.1 commit a Prohibited Act; or

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

10.3 The Contractor shall:

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

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

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

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

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

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

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

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

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

10.6.2 immediately terminate the Contract.

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

**11. DISCRIMINATION**

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

11.2 The Contractor shall comply with DFE’s equality and diversity policy as given to the Contractor from time to time and any other requirements and instructions which the DFE reasonably imposes in connection with any equality obligations imposed on the DFE at any time under equality law.

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

**12. INTELLECTUAL PROPERTY**

12.1 All Intellectual Property Rights in materials:

12.1.1 furnished to or made available to the Contractor by or on behalf of the DFE (the **“DFE IP Materials”**) shall remain the property of the DFE; and

12.1.2 prepared by or for the Contractor on behalf of the DFE in connection with the Contract (the **"Service Specific IP Materials"**) shall vest in the DFE

(together the **“IP Materials”**).

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

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

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

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

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

12.6.1 items or materials supplied by the DFE; or

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

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

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

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

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

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

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

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

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

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

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

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

12.13 The Contractor grants to the DFE a royalty-free non-exclusive licence for the duration of this Agreement only, to use any Intellectual Property Rights the Contractor owned prior to the Effective Date (for the avoidance of doubt including all materials referred to in Appendix 5 - IPR Log) or otherwise not in connection with the Contract (**“Contractor IP”**) and which the DFE reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided and the use and further development of the IP Materials.

12.13.1 The Contractor grants to the DFE a royalty-free and non-exclusive licence to use the Contractor Trademarks for the duration of this Agreement

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

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

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

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

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

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

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

12.17 The Contractor shall comply with the DFE’s branding guidelines and shall not use any other branding, including its own, other than as set out in the DFE’s branding guidelines or as otherwise agreed with the DFE.

12.18 When using DFE Trade Marks the Contractor shall observe all reasonable directions given by the DFE from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Contractor may not:

12.18.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any DFE Trade Mark, or unfairly competes with any DFE Trade Mark; or

12.18.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any DFE Trade Mark as to be likely to deceive or cause confusion.

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

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

**14. PUBLICITY AND PROMOTION**

14.1 Subject to clause 15.2, without prejudice to the DFE’s obligations under the FOIA, the EIR, the Public Contracts Regulations 2015, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

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

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

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

**15.** **CONFIDENTIALITY**

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

15.2 The Contractor hereby gives its consent for the DFE to publish the whole Contract including from time to time agreed changes to the Contract. Without prejudice to clause 16 and before any publication of the Contract (or changes to the Contract) pursuant to this clause 15.2, the DFE shall give the Contractor the opportunity to redact from the Contract any Confidential Information or personal data belonging to the Contractor.

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

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

15.5 Clause 15.1 shall not apply to the extent that:

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. FREEDOM OF INFORMATION**

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

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

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

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

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

16.3 Where DFE receives a Request for Information in relation to Commercially Sensitive Information or Confidential Information belonging to the Contractor, it shall provide a copy of such Request for Information to the Contractor and give the Contractor the opportunity to make representations as to;

(i) whether such Information requested should be disclosed; and if not

(ii) the extent to which its disclosure would or would be likely to harm the Contractor’s commercial interests and/ or would constitute a breach of confidence actionable by the Contractor.

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

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

17.1 Insofar as they apply to the Contract and the Services, the Contractor shall comply with the provisions of:

17.1.1 the Official Secrets Acts 1911 to 1989; and

17.1.2 section 182 of the Finance Act 1989.

**18. LIABILITY**

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

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

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

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

18.1.4 for its own fraud; or

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

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

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

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

18.4.1 for any losses of an indirect or consequential nature;

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

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

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

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

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

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

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

18.6.2 any wasted expenditure or charges;

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

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

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

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

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

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

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

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

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

**19. WARRANTIES AND REPRESENTATIONS**

19.1 The Contractor warrants and represents that:

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. FORCE MAJEURE**

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

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

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

**21. MONITORING AND REMEDIATION**

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

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

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

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

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

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

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

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

**22. STEP IN RIGHTS**

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

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

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

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

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

22.1.5 it is necessary to discharge a statutory duty; or

22.1.6 the Contractor becomes insolvent.

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

22.3 The Step-In Notice shall set out:

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

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

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

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

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

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

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

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

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

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

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

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

of the exercise of the Step In Rights.

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

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

they are the subject of the Required Action; and

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

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

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

22.7.1 the Required Action it has taken; and

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

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

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

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

**23. TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23.4.2 it is for any reason dissolved;

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

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

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

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

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

23.4.6.2 a petition is presented for his bankruptcy;

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

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

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

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

23.5.2 it is for any reason dissolved;

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

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

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

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

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

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

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

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

23.7 The DFE may terminate with immediate effect if the Contractor commits a Default and:

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

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

23.7.3 the Default is a Material Breach.

23.8 If the DFE terminates the Contract under clause 23.7:

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

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

23.9 Either Party may terminate the Contract (or any part of it) at any time by giving at least 3 months' prior written notice to the other Party.

23.10 If the DFE terminates the Contract under clause 23.9 the DFE shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DFE.

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

23.12 If the DFE terminates the Contract under clause 23.11 the DFE shall pay to the Contractor for Services supplied prior to the termination and in accordance with the Contract, and any disengagement costs and other costs reasonably incurred by the Contractor as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Contractor shall use all reasonable endeavours to mitigate the amount of such costs and has provided written evidence of the reasonableness and unavoidability of such costs.

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

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

23.15 Save as otherwise expressly provided in the Contract:

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

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

**24. RETENDERING AND HANDOVER**

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

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

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

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

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

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

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

**25. EXIT MANAGEMENT**

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

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

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

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

25.5 If the Contractor:

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

25.5.2 reasonably incurs additional costs

the Parties shall agree a variation of the Charges.

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

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

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

**26. AUDIT**

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

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

26.3 The Contractor shall permit duly authorised representatives of the DFE and/or the National Audit Office to examine the Contractor’s records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.

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

**27. ENTIRE AGREEMENT**

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

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

**28. PARTNERSHIP**

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

**29. WAIVER**

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

**30. CHANGE CONTROL**

30.1 Either Party may at any time request in writing a Variation in accordance with the change control procedure set out in schedule 6 (the **“Change Control Procedure”**). No Variation shall be effective unless made in accordance with the Change Control Procedure.

**31. COUNTERPARTS**

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

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

32.1 The Parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

**33. CONFLICTS OF INTEREST**

33.1 The Contractor shall:

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

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

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

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

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

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

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

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

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

**34. FURTHER ASSURANCE**

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

**35. NOTICES**

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

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

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

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

35.2.3 if given or made by facsimile or e-mail, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post or (where being sent to an address in a different country to where posted) airmail to the other Party within 24 hours after transmission and that, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

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

**36. DISPUTE RESOLUTION**

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

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

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

**37. GOVERNING LAW AND JURISDICTION**

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

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

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

**Schedule 3**

**Financials**

Content has been redacted as the content is commercially sensitive.

**Schedule 4**

**KPIs, Service Levels and Service Credits**

1. The objectives of the Service Levels are to:
   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.

**SERVICE LEVELS**

1. This schedule 4 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
2. The Contractor shall monitor its performance against of each of the Service Levels in and send the DFE a report detailing the Service Levels which were achieved in accordance with the provisions of this schedule 4.
3. If, during a Service Period, the Contractor:
   1. achieves a Service Level no Service Credits will accrue to the Contractor in respect of that Service Level;

4.3 is below a Service Level the appropriate number of Service Points will accrue to the Contractor in respect of that Service Level; or

4.4 fails to meet 4 or more Service Levels in any consecutive 3 periods, the DFE may terminate the Contract and/or seek damages in addition to any Service Credits which have already been accrued by the Contractor and are payable by the Contractor to the DFE.

**SERVICE CREDITS**

**SERVICE CREDITS as a result of Significant Failure**

1. Content has been redacted as the content is commercially sensitive.
2. “**Significant Failure” is defined as against the following KPIs:**
   1. Recruitment below the 1,750 Summer Insitute target. Content has been redacted as the content is commercially sensitive.
   2. Achievement of QTS below the 90% target. Content has been redacted as the content is commercially sensitive.
   3. Retention, of those that receive QTS, completing year 2 below the 94% target. Content has been redacted as the content is commercially sensitive.

1. “Service Credit” will be defined and calculated in line with the payment schedule tables provided in Schedule 3. Service Credit will be calculated following the KPI measure point.
2. Following agreement of the Service Credit the Contractor will process a credit against the next invoice (in line with the offset provisions detailed in Schedule 2 - clause 8.6) until such time that the full amount of the credit is paid.
3. The Contractor confirms that it has modelled the Service Credits and has taken them into account in calculating the Charges. Both Parties agree that the Service Credits are a reasonable method of adjusting the Charges to reflect poor performance

**Table 2 KPIs**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **KPI** | | **Monitoring Method** | **Service Credit** | | **Service Credit Application**  **Content has been redacted as the content is commercially sensitive.** |
| **Recruitment** | | | | | | |
| 1.1 | The Contractor will recruit at least 1,750 suitable participants to Summer Insitute for each contracted cohort according to the subject breakdown agreed with NCTL | | Monthly reporting | Yes | | Content has been redacted as the content is commercially sensitive. |
| 1.2 | The Contractor will recruit at least 700 (or 40% of the cohort if this is higher) suitable participants to Summer Institute in shortage subjects according to the subject breakdown agreed with NCTL | | Monthly reporting | No | |  |
| 1.3 | The Contractor will recruit 70% of participants from tier 1 or Russell Group Universities | | Monthly reporting | No | |  |
| 1.4 | The Contractor will ensure 95% of participants have a 2:1 or higher degree classification and above 300 UCAS points (or equivalent) | | Monthly reporting | No | |  |
| **Placement** | | | | | | |
| 2.1 | The Contractor will ensure 95% of participants are placed within eligible schools (as set out in the eligibility criteria table 7.1) and remain working within eligible schools for the duration of the Programme.\* \*\*\* | | Annual reporting | No |  | |
| 2.2 | The Contractor will ensure 13% of participants are placed in schools serving coastal areas | | Annual reporting | No |  | |
| 2.3 | The Contractor will ensure 55% of participants are placed in schools outside of London | | Annual reporting | No |  | |
| 2.4 | No more than 10% of participants will be placed in schools that have above average attainment at KS2 or at KS4.\* | | Annual reporting | No |  | |
| \* NCTL will tolerate some flexibility on these KPIs provided the exceptions are in the agreed ‘cold spots’. The ‘cold spots’ will be confirmed in due course. Exceptions to be agreed with NCTL.  \*\* To be defined using an agreed national dataset, such as from ONS or DCLG. | | | | | | |
| **Assessment** | | | | | | |
| 3.1 | The Contractor will ensure 100% of recruits that start summer institute are assessed and prepared in accordance with statutory requirements | | Annual reporting | No |  | |
| 3.2 | The Contractor will ensure that 100% of recruits who have subject enhancement needs undergo a tailored Programme | | Annual reporting | No |  | |
| **ITT** | | | | | | |
| 4.1 | The Contractor will ensure that 93% of recruits that start the summer institute are retained on the Programme at the end of term 1 excluding those participants who begin on a probation period and leave the Programme\*\*\*. | | Monthly reporting | No |  | |
| 4.2 | The Contractor will ensure that 90% of recruits that start summer institute achieve Qualified Teacher Status excluding those participants who begin on a probation period and leave the Programme\*\*\*. | | Annual reporting | Yes | Content has been redacted as the content is commercially sensitive. | |
| 4.3 | The Contractor will ensure that 88% of recruits that start summer institute achieve Qualified Teacher Status grade 2 or higher excluding those participants who begin on a probation period and leave the Programme\*\*\*. | | Annual reporting | No |  | |
| 4.4 | The Contractor will ensure that 100% of school mentors are trained or in training | | Quarterly reporting | No |  | |
| 4.5 | The Contractor will ensure their provision in all regions is rated by Ofsted as outstanding | | Annual reporting | No |  | |
| **Retention** | | | | | | |
| 5.1 | The Contractor will ensure that 96% of those that achieve QTS start year 2 as teachers | | Annual reporting | No |  | |
| 5.2 | The Contractor will ensure that 94% of those that achieve QTS complete year 2 as teachers | | Monthly reporting | Yes | Content has been redacted as the content is commercially sensitive. | |
| **Quality** | | | | | | |
| 6.1 | | The Contractor will ensure that 90% of participants rate their initial teacher training as good or better | Annual reporting: Management information only | No |  | |
| 6.2 | | The Contractor will ensure that 90% of participants rate their leadership development as good or better | Annual reporting: Management information only | No |  | |
| 6.3 | | The Contractor will ensure that 90% of schools rate their experience of year 1 of the Programme as good or better | Annual reporting | No |  | |
| 6.4 | | The contractor will ensure that 90% of schools rate their experience of year 2 of the Programme as good or better | Annual reporting | No |  | |
| **Impact** | | | | | | |
| 7.1 | | To be defined with Contractor  *Pupil progress is greater than expected in 75% of participants’ classrooms* | Annual reporting | No |  | |
| **Monitoring** | | | | | | |
| 8.1 | | The Contractor will monitor their recruitment of career changers and young professionals (Aspiration 25%) | Annual reporting: Management information only | No |  | |
| 8.2 | | The Contractor will monitor whether recruits would not have considered teaching as a career (Aspiration 30%) | Annual reporting: Management information only | No |  | |
| 8.3 | | The Contractor will monitor whether recruits would not have chosen to teach in a school in challenging circumstances (Aspiration 50%) | Annual reporting: Management information only | No |  | |
| 8.4 | | The Contractor will monitor the diversity of recruits | Annual reporting: Management information only | No |  | |

\*\*\* Probation period: The criteria for the probationary period is described in Schedule 1 paragraph 6.5: these candidates will not count towards the annual targets if they do not successfully move into schools in September. The Contractor will identify how many participants who began on a probationary period remain on the Programme, by adding a row in the monthly report.

**Table 3 Service Levels**

| **Service Level** | **Measure** | **Compliance** |
| --- | --- | --- |
| Reporting and Meetings | **Monthly reporting:** submit a monthly Programme report by the 10th Business Day of the month, including any exception events within this report. Report format and content to be agreed with NCTL. | 100% - DFE monitoring |
| **Fortnightly reporting:** submit fortnightly recruitment updates during the recruitment cycle to align with ministerial reporting submissions. Report format and content to be agreed with NCTL. NCTL reserve the right to increase the frequency of this report to weekly. |
| **Quarterly reporting:** submit quarterly reports 6 weeks after the last day of the quarter, including narrative against KPIs, any exception events and financial reports with commentary. Report format and content to be agreed with NCTL. |
| **Recruitment plan:** plan to be provided by June of the recruitment cycle year. |
| Operational meetings – monthly |
| Strategic review meetings – quarterly |
| Business development meetings – as required |
| Data management and validation | Ensure that all records are maintained and kept up to date throughout the Term. |
| Ensure that the NCTL Data Management System (DMS) is kept up to date and data is validated in a timely fashion to meet census requirements. (SI start/September/October census/March) |
| Ensure that a weekly file of unsuccessful Teach First applicants is sent to the NCTL. |
| Administration/Communication | Respond to 100% of FoI and PQ requests within 24 hours of receipt. |
| In delivering the Services offer a responsive and supportive service to NCTL, 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. |
| Where a formal complaint is made by a participant to Teach First about the Services, report this to DFE in the next monthly report. If the complaint will cause reputational damage to DFE, report it to DFE within 3 Business Days. |
| Dispute resolution | As per Clause 36, in the first instance, a contract manager representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 days of the Dispute arising, it will be referred to a senior representative of each Party (Deputy Director at NCTL and Executive Director for the Contractor), who shall each use their reasonable endeavours to resolve the Dispute. |
| Delivery | Ensure delivery is compliant with specification and ITT criteria at all times (subject to definition of ‘Material Breach’ and clause 23.7) |
| Evaluation | Contribute to the evaluation of the effects of its delivery by reviewing participant and school satisfaction, learning outcomes, pupil impact and improvements in schools/school systems. |

**Schedule 5**

**Implementation Plan**

* + - 1. The Contractor shall provide the Services in accordance with the Implementation Plan as set out in Appendix 4.
      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 Services Commencement Date the Contractor is able to provide the Services:

3.1 in accordance with the provisions of the Contract; and

3.2 in a manner that maintains the continuity of Services to the DFE.

4. The Contractor shall monitor its performance against the Implementation Plan and report to the DFE monthly (or more frequently if so required by the DFE) on its performance.

**Schedule 6**

**Change Control Procedure**

1. The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties’ respective contract managers.
2. The Contractor shall use reasonable endeavours to incorporate minor changes requested by the DFE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.
3. Either Party may request a Variation provided that such Variation does not amount to a material change.

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

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

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

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

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

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

**Change Control Note**

:

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **To be entered by the Commercial department:** | | | |
| **Commercial Contact** |  | **Reference Number** |  |
| **Date received** |  | **EC Reference** | **1627** |

**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** |
| Sam Freedman | Executive Director, Programmes | Throughout |
| Reuben Moore | Director, Leadership | Throughout |
| James Shaw-Hamilton | Head, Government Contracts | Throughout |
|  |  |  |

**Key Sub-Contractors**

**Content has been redacted as the content is commercially sensitive.**

**Schedule 8**

**Data, Systems Handling and Security**

**Definitions**

|  |  |
| --- | --- |
| “**BPSS**” | means the Government’s Baseline Personnel Security Standard for Government employees available at:  [www.gov.uk/government/uploads/system/uploads/attachment\_data/file/200551/HMG\_Baseline\_Personnel\_Security\_Standard\_V3\_2\_Apr-2013.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf) |
| **“CESG”** | is the United Kingdom government’s national technical authority for information assurance, details of which can be found at:  <http://www.cesg.gov.uk/Pages/homepage.aspx> |
| **“Control”** | means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** are interpreted accordingly; |
| **“DFE Assets”** | include but are not limited to DFE premises, IT systems and information with a classification up to confidential; |
| **“DFE Data”** | 1. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and: 2. which are supplied to the Contractor by or on behalf of the DFE; or   (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or  (b) which are any Personal Data for which the DFE is the Data Controller; |
| **“DPA”** | the Data Protection Act 1998 and successive legislation; |
| **“Data Processor”, “Personal Data”, “Sensitive Personal Data”, “Data Subject”, “Process”, “Processing” and “Data Controller** | shall have the meanings given in the DPA; |
| **“EEA”** | the European Economic Area; |
| **“IT Security Health Check”** | means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system; |
| **“Malicious Software”** | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
|  |  |
| **“Security Plan”** | the Contractor’s security plan. |

|  |  |
| --- | --- |
| **“Security Plan”** | the Contractor’s security plan. |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.12 subject to paragraph 5, not Process or otherwise transfer any Personal Data outside the EEA.

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

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

5.2 set out in its request for a Variation:

5.2.1 the Personal Data which will be Processed and/or transferred outside the EEA;

5.2.2 the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the EEA;

5.2.3 any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data outside the EEA; and

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

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

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

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

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

8. The Contractor shall:

8.1 employ appropriate organisational, operational and technological processes and procedures to keep DFE Data safe from unauthorised use or access, loss, destruction, theft or disclosure which comply with ISO/IEC 27001 as appropriate to the Services;

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

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

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

8.5 ensure that DFE Data relating to the Contract is segregated from other data on its IT systems so that DFE Data can be securely deleted if required;

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

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

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

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

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

8.10.1 sent by CD or DVD;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ANNEXE to Schedule 8**

**DFE SECURITY STANDARDS**

1. The Contractor shall comply with ISO/IEC/27001 and ISO/IEC27002 or equivalent standards.
2. The Contractor shall apply the Government’s Protective Marking Scheme (“**GPMS**”) in respect of any DFE Data it handles in the course of providing the Services. If the Contractor has an existing protective marking scheme it may continue to use this but must map the GPMS against it to ensure the correct controls are applied to DFE Data.
3. Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified to FIPS140-2 or certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme and the method shall be approved by the DFE prior to being used to transfer any DFE Data. If the transfer, handling removable media or handling of portable ICT Equipment involves bulk personal data the encryption shall be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
4. Any portable removable media (including but not limited to pen drives, memory sticks, CDs, DVDs, PDPs and USB devices) used to handle, store or process DFE Data, Personal Data and/or Sensitive Personal Data in connection with the Service, shall be under the configuration management of the Sub-Contractor providing that part of the Service, shall be necessary to deliver the Service, and shall be full-disk encrypted using a product certified to FIPS140-2 or under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme. Should the transfer or handling of portable ICT involve bulk Personal Data the encryption shall be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
5. All portable ICT (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way DFE Data to deliver and support the service, shall be under the configuration management of the Sub-Contractor providing that part of the Service, shall be necessary to deliver the Service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme. If the transfer or handling of portable ICT involves bulk Personal Data the encryption shall be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
6. All paper documents containing DFE Data shall be:
   1. securely protected whilst in the Contactor’s care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation; and
   2. transmitted, both within and outside the Contractor’s premises, in such a way as to ensure that no unauthorised person has access.
7. At the end of the Term or if ICT fails or becomes obsolete, all ICT holding DFE Data shall be securely cleansed or destroyed using a CESG approved product or method. If this is not possible for legal, regulatory or technical reasons the Contractor shall protect the ICT until such time as it can be securely cleansed or destroyed.
8. Access by Personnel to DFE Data shall be confined to Personnel who need to know because their access is essential for the delivery of the Service. All Personnel with direct or indirect access to DFE Data must be subject to pre-employment checks equivalent to or higher than the BPSS.
9. Personnel who handle DFE Data must have annual awareness training in protecting information.
10. The Contractor shall have robust business continuity arrangements and processes including disaster recovery plans and procedures compliant with ISO22301 to ensure that the delivery of the Contract is not adversely affected if there is an incident.
11. Any non-compliance with DFE Security Standards, or any suspected or actual breach of the confidentiality or integrity of DFE Data being handled in the course of providing the Services, shall be immediately escalated to the DFE.
12. The Contractor shall ensure that any systems and hosting environments that are used to hold DFE Data being handled, stored or processed in the course of providing the Services are subject to IT Security Health Checks at least annually. The Contractor shall inform the DFE if there are any results of IT Security Health Checks which are relevant to the Service and shall promptly complete any necessary remedial work which is identified.
13. The Contractor shall keep an audit trail of where the DFE’s Data is held, including all ICT. The DFE may audit the Contractor with 24 hours’ notice in respect of the Contractor’s compliance with this schedule 8.

**Schedule 9**

**Commercially Sensitive Information**

Content has been redacted as the content is commercially sensitive.

**Schedule 10**

**The Contractor’s Solution**

# 

**RFx122 HPITT - BAFO**

1 April 2016

As discussed on 14 March 2016 (and referenced in our email of 22 March 2016) the BAFO needs to consist of track changes to the bid narrative, Cost Matrix and Deviations. We also agreed that it is to be submitted by email and REDIMO.

These track changes clarify aspects of the bid and have been discussed with NCTL in the Clarification and Negotiation processes, so it has not been necessary to fit the combined text to the wordcount limits (the original bid meets these limits).

The remainder of our bid dated 29 January 2016 is the same without revision.

Other issues are to be finalized at the contract negotiation stage and we look forward to discussing these in the round: Payment schedule, SLA, Clawback. We note that the original tender did not include a March census point.

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref** | **Question** | **Look Fors** | **Question Weighting** |
| 16.01 | **Marketing and Recruitment**  What is your marketing and recruitment plan?  What evidence do you have that it could attract 1750\* or more graduates nationally per year who otherwise may not come into teaching/teaching in a challenging school?  \*700 of these need to be eligible to train to teach shortage subjects (at the time of tendering these are: maths, physics, chemistry, biology, modern languages and geography). | * Brand proposition and supporting offer to potential recruits. Include details of relevant market research to show that brand can attract the target audience. * An understanding of the target audience and consumer insight into recruitment of high quality graduates and career changers * An outline marketing plan including sample media, CRM and cost free activities. * Evidence of building successful brands and high quality teacher recruitment.   Bidders’ responses should be a single attachment, of no more than 3,000 words. | High  (30%) |

Content has been redacted as the content is commercially sensitive.

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref** | **Question** | **Look Fors** | **Question Weighting** |
| 17.01 | **Trainee Demand**  How would you create and manage demand for participants from schools in ways that:   * Prioritise schools where the need is greatest (schools with low attainment & high deprivation) * Support schools with recruitment difficulties * Do not suppress recruitment of participants * Ensure participants are well supported and can learn from great teachers | * Schools eligibility criteria and how this relates to the DfE specification * Method of identifying schools’ recruitment needs. * Intended geographical spread including any specific coastal areas you will focus on * Plans on how to work with existing infrastructures such as Regional Schools Commissioners (especially to identify schools) and Teaching School Alliances (especially to support schools). * Plans to build collaborative networks * Details of any fees to schools * Experience of working with, or in, a large network of schools   Bidders’ responses should be a single attachment, of no more than 2,500 words. | Medium  (14%) |

**[Response: 2,486 words]**

**1. Introduction**

Schools are at the heart of Teach First’s work. We currently work directly with approximately 1,000 schools — across early years, primary and secondary — which serve low-income communities and/or have low attainment. We plan to increase this number from 2017.

Benefits to schools of our collaboration include:

* solving teacher recruitment issues through the supply of high quality participants
* tackling specific geographic shortages, particularly in remote and coastal areas and shortage subjects
* providing high quality mentor training and support for existing teachers
* creating a pipeline of middle and senior leaders
* raising pupil attainment within classes, departments and schools
* improving schools and their local communities through a wide range of complementary services including collaborative networks. This is particularly welcomed in remote and rural areas which are not supported by academy chains.

The impact is a schools-led, self-improving system driven by outstanding teachers and leaders. Dame Sally Coates, Director of Academies for United Learning, says: “Teach First teachers bring drive and dedication into their schools, filling their classrooms with passion and purpose. In my current role, as I visit schools across the south, headteachers are eager to bring more Teach First teachers into their schools. Now, more than ever, we need the high expectations, energy and commitment that I associate with Teach First.”

Investment in relationships with eligible schools since 2002 means that demand for our participants consistently outstrips supply. Furthermore, our scale and infrastructure means we are well-placed to support any eligible school in England. Our key issue is therefore not lack of demand, but ensuring that demand is stimulated among those schools who have greatest need and prioritising them effectively.

Evidence of success:

* despite managing demand by targeting eligible schools most in need, and managing schools' expectations in relation to supply, requests for placement were 138% of the available participants in 2015
* in our 2015 survey, 88% of headteachers said they would recommend Teach First to others
* there is growing evidence that our approach is changing the education system, as demonstrated by this comment in our 2015 Ofsted report: “During the charity’s 13-year history, many of the schools in which it has placed participants have improved markedly, sometimes from an Ofsted evaluation of inadequate to one of outstanding for overall effectiveness. Headteachers of these schools are convinced that Teach First has been one of the crucial elements of that improvement.” This is supported by independent research.[[1]](#footnote-1) [[2]](#footnote-2)

Having helped to transform schools in urban areas, particularly Inner London, Teach First is committed to working with NCTL to build on our recent expansion to more dispersed and coastal areas, where high quality teacher recruitment is particularly challenging.

**2. Partnership with schools**

**2.1 Our support structure**

We will work with schools at all levels to maximise impact.

At national level, our Board of Trustees always includes at least one school leader. Operationally, we will set a national schools strategy with targets for partnership, engagement and growth through a school relationships department. We will align plans with key stakeholders in the schools sector and further develop our National Schools’ Forum, developing Programme improvements in response to national research and trends.

At local level, we will have a dedicated team of local school partnership experts with extensive local contextual knowledge, strong education networks and skill in creating and managing school demand. They will be responsible for the local strategy for school engagement, growth and partnership. They will also manage local school clusters, supporting joint initiatives contributing to a self-sustaining system. The local team is vital in identifying schools with greatest need and in building and managing relationships with schools.

**2.2 Our partnership offer**

Schools are integral to all aspects of our Leadership Development Programme (LDP), providing the mentors and training environments for participants as well as the insight, support and challenge which help us to continuously improve our Programme.

We have recently piloted an enhanced partnership offer which aims to create wider system change in schools. The intended outcome is a more sustainable, collaborative network with eligible schools based on more than teacher placement. The offer consists of over 30 different services, comprising:

* our ‘core’ service of finding, placing and training people to become outstanding teachers
* support services which connect partner schools with each other, such as Teach First’s [Governor Impact Programme](https://www.teachfirst.org.uk/what-we-do/developing-leaders-schools-0/improving-school-governance-0), and training in recruitment and selection outside of the Teach First Programme
* network services involving selected third parties, such as the charity [Place2Be](http://www.place2be.org.uk/), which provides mental health support in schools.

Early indications are that schools greatly value this wider offer and we plan to roll this out to all eligible schools. Through building capacity within the schools system, we will continue to support the education sector more widely.

**3. Prioritisation of schools with greatest need**

We are located in 10 local areas in England (East Midlands, East of England, London, North East, North West, West Midlands, South Coast, South East, South West, and Yorkshire & Humber), making us well-placed to serve eligible schools across the country.

We will continue to build clusters in areas such as Blackpool and the Fylde Coast, the Isle of Wight and Great Yarmouth, all of which have been areas of recent focus for the organisation. This gives us a strong foundation on which to build from 2017.

We already prioritise schools where the need is greatest; this shows a geographical trend away from large cities and towards urban hinterlands — areas on the outskirts of main cities which are connected to them geographically, but less so economically and socially — and coastal areas. 59% of 2015 participants are placed in schools outside of London. We will use the following process from 2017 — based on the DfE specification — to select eligible schools with greatest need:

* a points based system to determine school eligibility for the Programme, using both local authority average attainment and [IDACI](http://www.education.gov.uk/cgi-bin/inyourarea/idaci.pl). This is similar to the eligibility criteria we have used over the past two years, developed with school partners. 32% of English primary schools and 36% of English secondary schools currently meet the criteria. We would want to work with NCTL and DfE to ensure this criteria meets our shared desire to expand into more coastal and dispersed areas, building on our current contract criteria. Decisions will be made strategically in collaboration with the DfE and NCTL
* we will place at least 13% of our 2017 cohort in coastal settings, increasing each year
* eligible schools will then be prioritised by assessing the level of need and potential for our participants to have the greatest impact. Our analysts will use data from a range of sources to create a detailed picture of school-level performance and deprivation, as well as underlying pupil characteristics, to create a rating for each individual school
* the quantitative data will be combined with qualitative input to ensure the most robust local partnership strategy, allowing us to prioritise and work with schools where the need is greatest. This qualitative input will come from the long-standing local knowledge and expertise held by the local area teams, along with insights from key partners such as Regional School Commissioners (RSCs). Examples of qualitative input include the potential to develop collaborative school clusters, which are greatly valued by partner schools.

The eligibility criteria and supporting data will be reviewed annually with NCTL to ensure we respond to the changing needs of the schools sector.

**4. Supporting Schools with Recruitment Difficulties**

There are recruitment challenges for some schools, particularly in shortage subjects. Only 15% of teachers would seek out a role at a more challenging school[[3]](#footnote-3), making recruitment particularly difficult in low attainment schools serving poorer communities.

We will continue to attract the best participants into the profession and place them in schools where there is greatest need and potential for impact. We will build on the high brand awareness we have established across the sector, and through local marketing campaigns and partner networks will make all eligible schools aware of our partnership offer.

Our partnership will meet the needs of individual schools or school networks as follows:

* based on the prioritisation process described above, local school partnership colleagues will seek to meet the highest ranking schools. Sometimes this will be at a Multiple Academy Trust (MAT) or Teaching School Alliance (TSA) level, exploring how to meet the network's needs in addition to the needs of individual schools
* headteachers and other school representatives will be invited to observe our Assessment Centre to inform their decision to partner with us. We will expand our already successful school leader visits to our Assessment Centre. Currently school leaders are invited to visit our Assessment Centre, during which time they are able to see our selection process in action and engage with both assessors and candidates. This enables them to understand the candidate journey and assessment approach, both developing confidence in the quality of participants they will be allocated and picking up best practice to take back to their school. To date in the 2015/16 recruitment season 100% of Head Teachers attending the assessment centre reported that their experience on the day met their expectations. Example feedback includes: “I am reassured that this is a very thorough process. Thank you for hosting and making us feel so welcome.”
* schools will use our online school portal to request teachers and provide additional information on the attributes of their ideal candidate. This information will be used alongside data gathered on participants throughout the recruitment process to propose appropriate matches
* schools will receive at least one candidate CV per placement for their approval
* participants will spend time in their placement school during Summer Institute (SI), the final stage of the selection process before teaching commences in September.

We plan to enhance the offer above by offering eligible schools the opportunity to attend expert-led sessions on key selection approaches and skills, e.g. competency-based selection and unconscious-bias to augment their experience, enabling them to improve their approaches. This will support wider sectoral efforts around teacher recruitment, bringing further capacity on effective teacher selection into the system.

Schools will have regular opportunities to feed back on the quality of the participant(s) received, including via the annual headteacher and mentor surveys.

We will continue to charge school fees as a contribution towards LDP costs over two years. Fees will be reviewed annually to ensure that they enable us to partner with our highest priority areas, schools and subjects and to respond to changes in the sector, e.g. school funding models.

Content has been redacted as the content is commercially sensitive.

The change from Core/ Non-Core to Shortage/ Non Shortage has been made to enable flexibility for the specific subjects that fall into this category to be amended year on year as appropriate.

Content has been redacted as the content is commercially sensitive.

**5. Ensuring recruitment of participants is not supressed**

We will create and manage demand from schools without suppressing the recruitment of participants in other routes by:

* focusing recruitment on high potential candidates who are not already considering teaching by orienting marketing and attraction activity to the appropriate market segments
* encouraging all our applicants to register for ‘Get Into Teaching’ to ensure they are encouraged apply for other routes if they are unsuccessful in their application to our LDP
* supporting schools to work with participants across a variety of routes to best meet their needs, enabling cross-fertilisation of good practice between routes. We will work collaboratively and flexibly to ensure schools' experiences are as smooth as possible — particularly important for schools where we are unable to meet their full demand for participants
* inviting participants from other routes based in our partner schools to take part in our in-school training and other development events. This would be to fill places at existing events, rather than providing additional events or places. As such, there would not be an additional cost.

**6. Participant support**

**6.1 Assessing the school placement**

The process for assessing the placement of participants in schools will run in tandem with ensuring that we meet the recruitment needs of schools. This process runs as follows:

* considering a number of factors, e.g. conversations with potential headteachers, mentors and heads of department, a risk rating will be calculated for each potential placement to determine whether the environment is appropriate for a participant, requires some support or is not appropriate
* if a potential placement is deemed to require support, mitigating actions will be put in place, e.g. a department with a non-subject specialist mentor may need to provide detailed schemes of work for a participant, quality assured by Teach First
* if a potential placement is deemed inappropriate, e.g. because of concerns about school management and leadership, we will use a needs analysis to determine improvements and provide or suggest other services that could develop the school’s capacity and ability to receive our participants in a future year.

**6.2 Ensuring effective mentoring**

A key factor in the decision to partner with a school is their ability to provide effective mentoring so that participants can learn from great teachers. Our plan to select and support outstanding mentors is to:

* meet with schools to communicate the expectations of mentors, clarify the skills and commitment required and support them to promote the opportunity
* work with schools to select great teachers to be mentors; where appropriate mentoring is not available, source it through another school, often via a TSA
* provide a new comprehensive initial training and continuous professional development (CPD) Programme for all mentors which is differentiated based on prior experience and skills, ensuring a thorough understanding of the LDP and our expectations of mentors. These mentoring skills can be used across schools, not purely with Teach First participants
* quality assure mentoring, providing interventions where it is deemed to be inadequate. This could be through provision of additional support for the mentor and the participant, often through local TSA or MAT networks, as well as directly through Teach First
* reward and recognise commitment to mentoring to improve its status within schools e.g. through awards, CPD and events.

**6.3 Building collaborative networks**

To support participant development, training environments and mentors, we will build on our experience of working with TSAs to harness the expertise of their great teachers and education leaders. We will invite TSAs, MATs and other local education providers to support the LDP by providing:

* exceptional training and development, including during SI. For example, in the past, we have sub-contracted with a MAT to provide SEN training for participants and partnered locally with TSA/MAT networks to provide SI school-centred learning experiences
* additional support where participants and/or their schools require it, e.g. specialist coaching
* second school experiences tailored to individual participants' development needs.

We will engage with TSAs in a number of ways including but not limited to:

* Support and intervention
* commissioning mentor support for participants where support by a participant’s placement school is not of a sufficient quality, or there is not sufficient capacity
* commissioning support for mentors by expert mentors from TSAs, ensuring mentors in the most challenging training environment themselves are developing the skills to support trainee teachers, adding capacity for the future
* commissioning individual 1:1 support from Specialist Leaders of Education (SLEs) where it is required by particular participants
* commissioning additional “second school experience” opportunities where participants require it as part of a support plan. Content has been redacted as the content is commercially sensitive.
* Training
* commissioning TSAs to provide training input on specialist areas as part of the LDP e.g. SEND training from a special school which is part of a TSA
* working with TSAs to provide a network of schools for School Based Learning Programmes during Summer Institute, enabling participants to have an experience that includes access to outstanding practice and training as well as the potential to experience various settings
* placing participants in schools that are part of TSAs, working with the TSA to ensure they are placed in the schools in the alliance where the need is greatest, while ensuring that they can benefit from the rich and varied school based training and support that can be provided by an alliance of schools.

We will also offer them opportunities to benefit from our local training and networking events.

Partnership models with TSAs will vary as they will be developed to respond to local need. In some local areas this may be a “looser” partnership, leveraged as and when required for intervention; in other local areas a collaborative training and support package will be developed which will run year-long; in some local areas there will be a combination of both approaches. The critical factor here is that partnerships should be impact led, and the benefits for both parties should lead to more effective teaching and ultimately greater impact on pupils. The senior relationship with TSAs would normally sit with the local area director (detailed cost matrix line 52), the operational relationship will be developed by the local area school partnerships team (line 53). Content has been redacted as the content is commercially sensitive.

Key regional stakeholders will include RSCs. Building on existing collaborative working, local directors will develop relationships with their RSC which will be centred around a co-developed action plan and regular meetings to review this. We plan to work with RSCs as follows:

* all RSCs will be invited to meet their Teach First local area director to discuss strategic aims for the region, particularly recruitment needs
* we will develop a joint action plan outlining how Teach First participants, ambassadors and partner schools, and eligible academies and free schools supported by the RSC, can best collaborate to address needs
* the RSC will be invited to meet with the local area director regularly to review progress against the action plan and identify opportunities for wider collaboration.

Examples of further collaborative activity which could be factored into this action plan include:

* annual discussion with RSC around placement to understand the regional context and ensure there is strategic alignment and knowledge for the achievement of all pupils in geographic area
* RSCs brokering discussions with MATs in the local area to support strategic placement and allocation
* RSCs supporting the continuation of a world class LDP by directing the Teach First team toward examples of local excellence for example through Teaching School Alliance strengths
* RSCs attending local Teach First school forums to work with school leaders on various priorities to ensure all young people have access to a great education
* RSC input into risk assessment for schools and support packages for schools when they go into a category.

Whilst we have a consistent approach to relationship management of RSCs in each local area, flexibility will be maintained to enable these collaborations to be driven by local need and impact. Work with the RSCs would be part of the local director’s role (see detailed cost matrix line 52 for salary cost).

We will work with Sir David Carter, soon-to-be National Schools Commissioner, to ensure we maintain an understanding of the strategic aims for the RSC community as our work with RSCs evolves. In his current role, he says: “The close relationship we have in the South West with Teach First has been vital in the strategy to recruit and develop outstanding teachers and leaders in the region. As the Regional Schools Commissioner for the South West I have been an advocate of the Programme and have seen in a number of academies that I have visited some of the best lessons being taught by Teach First participants and alumni.”

To further add value locally, each local area will manage a local school forum bringing together schools sector representatives. These forums will mobilise members into action to resolve local education issues, providing opportunities to:

* lead improvement across a group of schools
* develop and improve the Programme
* share good practice in working with and supporting participants.

Themes identified will feed into national Programme improvement and organisational strategy.

END OF RESPONSE

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| **Ref** | **Question** | **Look Fors** | **Question Weighting** |
| 17.02 | **Train to Qualified Teacher Status**  What is your ITT Programme and delivery model, including agreed partners? | * Details of what status and qualifications participants will get if successful on the Programme * Minimum training expectations including hours with tutors and school mentors. * Anticipated teaching timetable for year 1 and 2 * Any quality criteria you intend to set for tutors/trainers/mentors/institutions delivering the training and a list of any institutions that you have already confirmed will be involved. * Pre ITT training activity   Bidders’ responses should be a single attachment, of no more than 2,500 words. Include within the 2,500 words a 200 word summary of what distinguishes your ITT from all other ITT | Medium  (14%) |

**[Response: 2,500 words]**

**1. Teach First’s distinct approach**

|  |
| --- |
| Teach First’s ITT approach is driven by our mission, “to end inequality by building a community of exceptional leaders who create change within classrooms, schools and across society”.  Our ITT is integrated within an innovative Leadership Development Programme (LDP), combining:   * high quality **teacher training**, blending teaching practice, academic reflection and research * focus on **leadership** from recruitment through to post-Programme support * building of a high-profile and networked **movement** of ambassadors (graduates of the LDP), committed to tackling educational disadvantage.   Other distinguishing features are:   * an innovative two-year employment-based curriculum: practice-based and knowledge rich, with content sequenced so that participants make rapid progress towards outstanding teaching and leadership * an unparalleled focus on preparing participants to raise attainment in challenging schools * a schools-led approach: developing school mentors, fostering collaboration, raising standards and helping create a self-improving system * training which creates a pipeline for senior leadership; 827 ambassadors are in middle and senior leadership within UK schools * reach and scale: our infrastructure across 10 local areas means we can place participants across all English regions * the only national ITT provider to deliver a two-year Postgraduate Diploma (PGDip) to increase the level of mastery of new teachers, informed by the [Carter Review](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/399957/Carter_Review.pdf). |

Our mission-driven approach is immediately evident to all those who are in contact with our community. Following inspection of our ITT provision in 2015, Ofsted noted: “There is an absolute coherence at the root of the partnership’s training. Trainers are impressive in terms of their confidence, knowledge, consistency and, as noted by one inspector, ‘in how utterly loyal and protective they are about the Teach First mission’.”

Evidence of our ITT success includes:

* our training was graded ‘outstanding’ in 41 of 48 categories assessed in our 2015 Ofsted inspection
* of participants who have most recently achieved QTS (2014 cohort), 98.5% were awarded ‘outstanding’ or ‘good’ (67% ‘outstanding’)
* the Institute of Fiscal Studies reported in November 2014 that Teach First has the highest net benefit to schools of any current teacher training route relative to cost.[[4]](#footnote-4)

**2. Our ITT Programme and delivery model**

**2.1 ITT Curriculum**

Our ITT curriculum aims to provide a cutting-edge, sector-leading approach. It is informed by research, evidence and world-leading practice, including:

* evidence presented in the Carter Review of Initial Teacher Training
* Doug Lemov’s work on behaviour and classroom management
* cognitive science about sequencing content, informed by experts including [Daniel Willingham](http://www.danielwillingham.com/articles.html)
* international best practice, including from Shanghai and Singapore.

It has been developed in close consultation with schools, including curriculum specialists currently teaching in schools. The curriculum:

* blends school-based teaching practice, academic reflection and research. It has a strong focus on classroom management, subject knowledge and understanding of child pedagogy and child development, areas identified as skills shortfalls by the National Association of Headteachers (2014)
* sequences content to best effect, with more focus on teaching practice in year one and on academic theory in year two — and subject knowledge a priority throughout
* is knowledge-rich, reflecting the new national curriculum in schools. This is most evident in our maths curriculum, where we have successfully developed good or outstanding teachers in subjects in which participants do not hold a degree through rapid development of deep subject knowledge supported by subject experts
* includes a focus on character education — the teaching of children in a way that helps them develop as moral, civically-minded and well-mannered individuals
* teaches participants about sequencing content based on cognitive science
* provides significant opportunities for the practice of classroom management skills before participants start in schools. We were the first provider to deliver practical behaviour management training at scale, inspired by Lemov, to our entire cohort.

Specialist in curriculum design and maths teacher Kris Boulton, a Teach First ambassador, says: “Teach First has the capacity and the motivation to found a world in which our teachers are rigorously trained and assessed in their subject, pedagogical and theoretical knowledge. Teach First’s model can deliver cycles of in-school training, and practice, of classroom management, ensuring that that knowledge can be brought to bear.”

We have chosen the PGDip as the qualification for our ITT from 2017 onwards as it allows for practice and theory to interact seamlessly, leading to mastery. This is evident in high-performing education systems throughout the world. Validated by external experts, it will ensure a research-informed approach to teaching and a smoother transition from ITT to continuing professional development, as recommended by Sir Andrew Carter. The PGDip carries up to 120 Masters credits compared with 60 credits for a PGCE, enhancing the calibre and status of our training.

We will use a blended learning approach, mainly face-to-face but with resources and practice materials available online. From 2017 we plan to increase our use of technology for lesson observations and participant support, particularly for those in dispersed areas.

The curriculum is underpinned by our progression framework, a set of objectives for participants during and after their ITT. The framework enhances the teacher standards with leadership skills and behaviours required to be an outstanding practitioner and leader in schools serving low-income communities. Participants track progression through an online journal.

The outcome of our ITT will be outstanding, research-informed teachers, equipped to accelerate achievement of pupils in their schools and contribute even more effectively to a network of leaders delivering improvements at the classroom, school and system level.

**2.2 Delivery Providers**

For our current 2015 cohort, Teach First sub-contracts accreditation of — and most of the tuition for — the QTS and PGCE awards to nine university providers across 10 local areas in England, all with a strong track record of ITT delivery. Placement schools also receive grants to deliver subject and phase mentoring. These are supported by 10 Teach First local area teams, a combined infrastructure with the potential scale and reach to work with eligible schools across England, including in dispersed areas.

If successful in securing the High Potential ITT contract, we will run a public procurement process to select delivery providers. Bidders could include current or new university partners and consortia comprising school-led ITT providers. All will need to meet stringent eligibility and quality requirements covering ITT delivery and working with challenging schools, and cover provision across the whole of at least one local area.

The key role of these providers under our proposed new model will be to deliver:

* subject and phase-specific tuition and support within the PGDip
* accreditation and award of QTS and PGDip
* subject-specific training for school mentors.

Outside the scope of the proposed funding, they may also offer a Masters qualification (requiring participants to complete a further 60 credits after the LDP) to further develop participants' effectiveness as leaders and teachers.

We are confident that a planned reduction in fees to providers will materialise if we win the contract and we are aware that the price NCTL pays will not change once a contract is signed with a successful bidder. We have factored the reduction in fees to providers into the Cost Matrix. We are confident in our costing because:

* Market engagement: Following submitted Expressions of Interest by interested potential providers, there have been extensive conversations with potential providers about the activity which will be required under the new Programme model (and, for providers in the current contract, the reduction in activity) and the likely price range. Providers have expressed their comfort with this.
* As part of the Expression of interest stage, potential providers were asked to identify local areas they would be interested in expanding into. Several providers have the capacity and interest to expand. This interest covers all local areas and a contingency plan is in place in this regard should it be required.

If a funding gap does become apparent in relation to training or provider fees, Teach First has the option of raising voluntary income. This is something we are exploring for additional costs for early years (see below): this activity is outside the tender and would be outside of the NCTL contract costs.

**2.3 Delivery model**

Informed by research, we have adapted our current Programme to increase our impact on challenging schools and their pupils. The boxes on the right (below) explain the key innovations.



While the model for secondary, primary and early years (EY) will follow the above structure, there will be more tuition and support for primary and EY and tailored curriculum content for each.

Primary is fully embedded into the LDP. More recently, EY has been established – building on requests from the DFE both for a more academic approach to EY and the need for even greater leadership in that area. This was emphasised by the then EY Minister Liz Truss in meetings with the charity and emphasized more recently by Sam Gyimah the current Minister for EY. We have expanded to three local areas. Again this has been due to suggestions from DfE officials and demand from schools.

Teach First would continue to allocate EY participants from our primary allocation under this new contract allowing flexibility to expand to new local areas if desired over time (subject to school demand being identified and accepted by Teach First). The EY phase offers distinct challenges, opportunities and approaches for participants on the LDP and has training and experiences tailored to complement this. Under the new contract we are planning[[5]](#footnote-5):

* 5 days of 0-3 placement in year 1 (currently 10 days which can be taken in either the first year or the first term of the second year). This represents an additional cost over the standard per participant amount, as described in the Cost Matrix.
* EY participants will also have a short 0-3 placement during their first SI. This will be part of the school experience that all phases undertake currently as part of the per participant cost.

The purpose of this 0-3 placement is to ensure that participants can understand the settings from which their children are coming to be able to focus on progress and starting points more effectively. This was a recommendation from the CUREE evaluation into EY. The focus of our EY Programme is around studying leadership in the EY sector and as a way to inspire and engage those on the EY LDP to:

1.   See the benefits of leading a high quality knowledge rich EY setting in the future.

2.   Develop primary leaders who have a clearer understanding of the EY setting where all research has shown that significant gains can be made most rapidly. We believe that more heads with EY insight could maximise progression for pupils in low income communities in particular.

3.   Develop primary leaders who recognise the significance of the essential development and learning that occurs in the EY phase and ensure that progress from EY to KS1 is accelerated rather than progress stalling.

4.  Develop participants who can, over time, support the Government initiative to not only have free 30 hours support for 3 year olds (and the most disadvantaged 2 year olds can claim 15 hours) but to ensure that this is both enriching and rigorous.

This is a unique part of the Programme for EY due to the nature of the settings before formal nursery or reception classes. Therefore we believe it is essential for EY teachers in particular to understand and be experienced in leading in these settings to inform their leadership in the future and accelerate it to a greater extent.

* **2.3.1 Participant Preparatory Work**

After acceptance to the LDP, participants start a Participant Preparatory Work (PPW) phase, requiring them to undertake:

* a self-organised work placement in a school (at least one week)
* at least five days of guided self-study through online modules
* a personalised action plan based on the outcome of the Curriculum Knowledge Assessment (CKA) completed during selection, which may include additional curriculum knowledge enhancement.

Where a participant’s degree does not match their ITT specialism, e.g. in a shortage subject, we will ensure they have relevant and sufficient knowledge through the CKA. Subject experts will also support them with a structured plan to enhance subject knowledge, ensuring all teachers are experts in their field.

* **2.3.2 Summer Institute**

Summer Institute (SI) is an intensive residential training course, delivered immediately before participants start their initial school placement. From 2017 this will comprise:

* a four-week residential course in a local area, including one week of teaching practice in the participant’s placement school and at least one further school-based week. We will explore with DfE the potential for participants to support Pupil Premium Summer Schools
* one week at a national residential course bringing the whole cohort (all participants due to start in September) together.

The current sixth residential week will be delivered through five weekend days throughout year one, allowing better sequencing of content when the participant has had more classroom experience.

SI content will focus on:

* essential skills for classroom readiness, e.g. planning, behaviour management, assessment and supporting special educational needs and disabilities. Evaluation of our 2015 SI showed that 86% of participants agreed SI left them feeling ready for the school environment
* opportunities to plan, teach, monitor and evaluate groups of pupils, receive feedback and observe outstanding teaching
* child development and character education
* understanding the community served by the placement school
* cross-phase working to ensure rapid progress in schools, responding to Ofsted’s [‘Wasted years’](https://www.gov.uk/government/publications/key-stage-3-the-wasted-years) report
* expert input from education leaders. Past speakers have included the Education Secretary and Doug Lemov.

SI is the final stage in LDP selection; at the end participants are assessed against core skills essential to start teaching practice. At least 1,750 successful participants in each cohort will then start their placement in September.

* **2.3.3 Year One**

During year one of their ITT, participants teach 90% of a newly qualified teacher’s (NQT) timetable.

Year one will require participants to:

* attend the taught sessions for their PGDip (8.5 days for secondary participants and 10 days for primary/EY), including 1:1 tuition and support
* have weekly mentoring sessions with a school-based mentor with expertise in the participant's subject and phase
* participate in at least one progress meeting per term. Content has been redacted as the content is commercially sensitive
* spend at least 5 days in an additional school, usually during Spring term, and for primary, 20 days in a different key stage. EY participants have a further placement in a 0–3 years setting in either year or two
* During these additional placements participants will observe outstanding practice and teach, allowing them to demonstrate teaching standards and learn from different contexts
* complete two PGDip assignments with tutorial support
* undertake online study, including a weekly online journal to track progress, and complete online modules
* demonstrate the evidence required to obtain QTS.

Content has been redacted as the content is commercially sensitive

Over the summer, successful participants will join part of the next cohort’s Summer Institute for a ‘returners’ week’, designed to deepen their pedagogic understanding.

* **2.3.4 Year Two**

In Year two, participants teach the standard NQT timetable, no more than 90% of the timetable of main scale teachers.

Participants will be required to:

* complete two PGDip assignments with tutorial support
* attend taught sessions for their PGDip, including through weekend day conferences/seminars
* undertake further online study and complete their weekly journal
* Content has been redacted as the content is commercially sensitive.

Participants will continue to have a school mentor, this year provided by the school under the NQT framework. Content has been redacted as the content is commercially sensitive.

On completion of all their assignments, participants will be assessed by the delivery provider and a decision made about award of the PGDip.

* **2.3.5 Ambassadorship**

Those who successfully complete the LDP will be awarded ambassador status at national and regional ‘Springboard’ transition Programmes.

Currently around 30% of ambassadors choose to continue to a Masters in education or educational leadership. As the PGDip offers up to 120 credits towards a Masters — double the credits for the PGCE — we expect this percentage to increase.

**3. Participant support and quality assurance**

**3.1 Participant input**

Content has been redacted as the content is commercially sensitive

**3.2 Quality criteria**

* **3.2.1 Participant-facing roles**

In response to feedback from participants, ambassadors and delivery partners, we will introduce a simplified and strengthened support structure from 2017, designed to improve participant and pupil outcomes and participant retention. This will involve three key roles:

* Content has been redacted as the content is commercially sensitive.
* a subject and phase specific mentor, usually employed by the placement school, trained by Teach First with subject input from the delivery partner. We offer all mentors the opportunity to engage with the Mentor Recognition Framework to ensure a structured approach to progress
* a subject- and phase-specific tutor, employed by the delivery partner.

Quality standards will be developed for these roles. Content has been redacted as the content is commercially sensitive

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* **3.2.2 Quality criteria for institutions**

We will quality assure the Programme through:

* national and local self-evaluation and improvement planning
* close monitoring of participant progress locally and nationally. This begins at SI and includes nine formal assessment points during the two years
* monitoring and responding to participant, headteacher and mentor survey data
* reviewing and analysing participant outcomes data
* robust procedures for internal, external and cross-regional moderation
* monitoring organisational KPIs.

We will ensure delivery provider compliance through clear subcontracts and monthly reviews against performance indicators.

As it does currently, Teach First would establish clear quality criteria for delivery/partners/sub-contractors under the new contract. This will begin with our selection of partners who will go through an open, competitive procurement process including the defined KPIs, quality criteria and measures. Subsequent to this the Programme sub-contractors will be measured for quality both in terms of Programme delivery and also ongoing Programme improvement and development in line with ITT self-evaluation and improvement planning and associated targets.

Teach First has over 13 years’ experience of working with ITT providers and has always ensured the highest quality delivery by partners and outstanding outcomes for participants and their pupils. Our high quality Programme was recognised with our recent “Outstanding” Ofsted grading. Teach First will draw on this track record and expertise in establishing quality criteria for delivery partners and this has already begun in our Expression of Interest/market warming phase where quality was a key. Interested parties had to include detail of quality assurance and recent Ofsted ratings which were reviewed by Teach First.

The quality measures for the following activities will be confirmed in the Contract for Services which sub-contractors will sign and will be a combination of outcome level KPIs and output focussed service levels. These will focus on retention, participant progress, service delivery, participant feedback and school feedback on delivery and training etc. Teach First has a variety of ways of gathering information and data to measure quality including:

* participant progress monitoring
* surveys of participants, headteachers and mentors
* cross-regional moderation and observations
* QTS outcomes and participant level data.

All of these will be drawn upon to quality assure our Programme in line with agreed measures in a Contracts for Service with each provider. Quality of service will be managed and monitored locally against service levels and a detailed Schedule of Activity which is part of our Contract for Services. The main activities to be delivered by delivery partners/sub-contractors are outlined below:

|  |  |
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| Participant Selection and Assessment | Carry out all relevant checks for incoming participants ensuring full Programme compliance including Health Checks, DBS and Degree certificates.  Register participants at for their qualifications and update DMS |
| Train to Qualified Teacher Status and award of PGDip | Training and development inputs leading to recommendation for QTS in year 1 and award of PGDip in year 2 – including during Summer Institute and throughout year 1 and year 2 |

As well as mentor quality assurance, schools undergo a robust risk assessment prior to selection to establish that they provide a safe and supportive training environment.

The ultimate measure of ITT quality is the Ofsted inspection, which assesses the effectiveness of the model against participant outcomes. Its most recent inspection (2015), rated Teach First’s ITT outstanding in 41 of 48 measures, with the remainder rated good. All regions we have been working with for more than three years were rated outstanding in every category.

END OF RESPONSE

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| **Ref** | **Question** | **Look Fors** | **Question Weighting** |
| 17.03 | **Participant Selection and Assessment**  What is your participant selection and assessment process? | * An appropriate selection and assessment method and criteria * Suggestions on how to ‘try out’ more graduates in shortage subjects to do a probationary period * Plans to redirect unsuccessful candidates into other routes into teaching   Bidders’ responses should be a single attachment, of no more than 2,500 words. | Medium  (14%) |

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| **Ref** | **Question** | **Look Fors** | **Question Weighting** |
| 17.04 | **Leadership training**  What additional training will your participants receive? | * Additional training and support to become an excellent practitioner * Additional preparation for school leadership * Minimum hours of coaching/training activity in year 1 and 2. * Explain how you will quality assure the training. * What is the added value for NQTs from this training?   Bidders’ responses should be a single attachment, of no more than 2,500 words. | Medium  (14%) |

**[Response: 2,500 words]**

**1. Introduction**

Through our Leadership Development Programme (LDP), Teach First aims to create:

* in the short-term, outstanding teachers with strong leadership skills
* in the medium-term, a pipeline of middle and senior leaders within schools
* in the long-term, a school-led and self-improving system supported by ambitious, highly collaborative and networked leaders at all levels.

Leadership has been central to the development of our participants from the beginning of Teach First 13 years ago, attracting many who may not have previously considered a career in teaching. We seek to identify leadership potential from the earliest stages of recruitment and selection, and provide leadership development training before, during and beyond the two-year Programme.

Examples of outstanding leaders we have trained include Max Haimendorf, headteacher of King Solomon Academy. Max says: “In 2003, I entered the first cohort of Teach First and became a teacher in a deprived school, something that I simply would never have considered otherwise. It was the support and unique experiences offered by Teach First’s Programme which allowed me to dream of starting a school which would change the life chances of pupils. Eight years later the Teach First dream is a reality for the pupils we serve and King Solomon Academy, the school we started, is the highest performing non-selective school in the country.”

Russell Hobby, General Secretary of the National Association of Headteachers, says: “It is fantastic to see Teach First teachers now moving into leadership roles and into headship...They often bring exactly the energy, ambition and innovation that we look for in future heads and senior leaders.”

While the prospect of transferable leadership skills can be what attracts high calibre participants, our ambition is to retain most within the teaching profession. 63% of our 4,400 ambassadors (graduates from our two-year Programme) are currently in teaching.

The added value for NQTs of our leadership training is:

* leadership development which is rooted in Teach First’s mission “to end inequality in education by building a community of exceptional leaders who create change within classrooms, schools and across society”
* a particular focus on self-leadership; in their recent inspection, Ofsted commented: “Participants are very clear that the Programme’s strong focus on leadership includes their own ‘self-leadership’….[They] relish taking responsibility for their own personal and professional development in the widest sense.”[[6]](#footnote-6)
* the explicit development of leadership skills that are required in the school-led, self-improving system, especially in schools that face significant challenges
* accelerated career progression, with a focus on school leadership; 827 ambassadors to date are now in middle and senior leadership positions in UK schools — including 17 headteachers — and many others hold senior positions within educational leadership outside schools
* comparison of Teach First ambassadors with a matched cohort of trained teachers from other PGCE routes shows that those who trained with Teach First are eight times more likely to progress to senior leadership positions within schools.[[7]](#footnote-7)

**2. Leadership training and support**

In previous years, Teach First’s leadership training has been complementary to our ITT Programme, enhancing the teaching skills developed during the LDP. While this approach has been effective, we will innovate and improve our existing leadership training under the High Potential ITT Programme. The main shift in our Programme model will be to fully integrate and accredit our leadership training within the new two-year Postgraduate Diploma (PGDip) Programme, which will replace our current PGCE.

Our approach is therefore to deliver an LDP in which our strong mission and focus on leadership are deeply embedded, rather than running a separate leadership training Programme.

**2.1 Leadership Curriculum**

Based on research both within our trainee and ambassador community and externally, we have identified five central aspects that will form the core of our leadership content:

1. Leading oneself, through reflection and self-awareness, persistence and to thrive in challenging situations
2. Setting and maintaining a culture of high expectations and achievement where all believe gaps can be closed
3. Using evidence to make decisions and prioritise
4. Setting, monitoring and communicating an ambitious vision and implementing a strategic plan to make the vision sustainable
5. Leading others to help deliver the strategy including building networks, managing difficult conversations, negotiating differences, managing change, and having accountability to self and others.

The curriculum is designed to develop outstanding practitioners who are on a pathway to school leadership.

Whilst leadership has been at the core of our Programme from the beginning, an innovation for 2017 is the sequencing of these aspects more effectively to support an even stronger pipeline entering middle and senior school leadership.

These five aspects of leadership are brought together in our Progression Framework, a set of objectives for participants which is informed by a number of leadership development Programmes around the world. These include:

* standards for headteachers in England
* Singapore’s career ladder, with a focus on the leadership track
* the leadership Programmes of businesses such as McKinsey & Company and Procter & Gamble.

**2.2 Leadership modules**

Our curriculum is translated into five modules which are taught throughout the Programme. This will be sequenced so that year one (modules 1 and 2) focuses on skills to be an excellent practitioner and year two (modules 3–5) increases the emphasis on skills for school leadership.

Content has been redacted as the content is commercially sensitive.

***1. Leadership of Self***

The development of self is vital for success in challenging leadership environments. It focuses on coping and overcoming challenges, learning from failure, understanding your effect on others, developing networks, working outside your comfort zone, and balancing work and life. Teach First has learnt a great deal from its internal research about participants who thrive in very challenging environments. As well as techniques and tools, a key factor in success is the presence of a consistent individual to support, coach and challenge.

The concept of ‘leading self’ is still unique in the sector; Teach First has developed pioneering content in this area and plans to enhance this further from 2017 onwards.

***2. Setting a culture of high expectation***

During Summer Institute and beyond, participants will be introduced to setting a culture of high expectations, linked to the community which their school will serve. Community immersion starts early in our process and will include voluntary work with local community groups supporting disadvantaged people. Our participants do not all come from the same communities as their pupils and therefore may have little context to draw upon. This is an extension of our existing Programme.

This aspect of the work has significant value. Firstly, it builds participants’ understanding of the assets and challenges of their placement communities. Secondly, it demonstrates the need for leaders to put themselves in new and sometimes uncomfortable positions to maximise their learning, accelerating self-awareness and helping participants become more resilient to new challenges. Thirdly, it gives them a sense of what is possible in communities that have significant challenges.

***3. Using evidence to make decisions***

From the start of the Programme we will focus on using research, data and evidence to inform leadership decisions. This is vital for teachers, who have to make multiple decisions every day and prioritise constantly. We support our participants to be conscious of those decisions and consider which actions will accelerate their pupils' learning in the most sustainable way.

***4. Setting a vision***

In the school-led system, we need a generation of leaders both with knowledge and an augmented set of skills to drive the whole system forward. Leadership needs to be practised; participants therefore set a vision for their class, build a strategy around the delivery of that vision, develop a way to monitor and track that strategy, and communicate it to pupils. They also have leadership sessions around building a culture of success in their classroom and persisting when high expectations are challenged.

***5. Leadership of Others***

Leadership of others begins with pupils but moves quickly to others in the school, such as teaching assistants and other colleagues. This kind of leadership needs to be based on influence not authority, which can be challenging but ultimately more successful in the long term. Colleagues need to believe in a leader’s actions, to trust that they can provide a solution to a significant issue, and to have confidence in them to lead the change. Participants must have the tools to overcome challenges from colleagues in pursuit of their goals.

Feedback from our community has shown that our participants and ambassadors would like more support with influencing colleagues and having robust conversations. We therefore provide tools and frameworks but also opportunities to practise these skills before they have to use them in school.

**2.3 Structure of Leadership Support**

Content has been redacted as the content is commercially sensitive

**2.4 Delivery of leadership training**

Before the training begins, potential for leadership is one of the eight competencies sought in our selection and assessment process. The leadership training pathway is described below. Total coaching/training expectations over two years are approximately 30.5 days (primary) and 28 days (secondary) per participant, excluding independent study time.

* **2.4.1 Initial Assessment and action plan**

Initial assessment: immediately after they have received a conditional offer, participants Content has been redacted as the content is commercially sensitive undertake a self-assessment of their leadership skills. This will include feedback from the assessment centre Content has been redacted as the content is commercially sensitive.

* **2.4.2 Participant Preparatory Work (PPW)**

The action plan will form part of participants’ pre-employment preparatory work. As part of this, they will complete online modules on educational leadership covering the five areas outlined in 2.2, followed by an assessment to check their understanding.

Participants will also organise a voluntary placement in a school to set the context for the development of their leadership skills.

*Indicative time allocation for leadership training in this phase: 5 days*

* **2.4.3 Summer Institute**

At least 25% of time at Summer Institute will be dedicated to leadership training. Summer Institute will introduce participants to all five leadership modules, with a particular focus on leading oneself, so that participants are in the strongest possible position to thrive in challenging situations when they start teaching in September.

At the end of Summer Institute, participants will take part in a national Impact Conference where they will hear from inspiring leaders from both within and outside of education.

*Indicative time allocation for leadership training in this phase: 7 days*

* **2.4.4 Years One and Two**

Throughout the first year, the focus will build to include leadership of other adults and moving into the second year, the leadership of projects or Programmes for pupil progress. We know that leadership cannot be purely taught in the classroom, but must be experienced, reflected upon and practised. The training model will be:

* Content has been redacted as the content is commercially sensitive.

Procter & Gamble’s world famous development Programme is built on this model, with small amounts of session training, augmented with practice, reflection and coaching. Through our own commissioned research into barriers to some teachers taking up senior leadership positions, we found that for many there was a lack of confidence in their readiness to become a senior leader. By practising leadership every day in schools this barrier can be overcome.

*Indicative time allocation for leadership training in this phase:*

Content has been redacted as the content is commercially sensitive

* **2.4.5 Post-Programme support**

We will offer ambassadors additional post-Programme support to become school leaders in three main ways:

1. The PGDip will give participants up to 120 out of 180 credits towards a Masters in education or educational leadership — double the credits for the PGCE. Our expectation is that the percentage of those who progress to a Masters will increase from the current 30%
2. We will also offer our ambassadors careers support and advice around one of three priority pathways, one of which is school leadership. This support begins in year two and continues after the Programme. It includes tailored continued professional development, peer mentoring and visits, support to secure a role in an eligible school, and networks to share good practice
3. We will work closely with our partners, Teaching Leaders and Future Leaders, to encourage our ambassadors who remain in teaching to take up their training Programmes to accelerate their pathway to middle and senior leadership positions.

**3. Assuring Quality**

As we are focused on trainee outcomes, we will quality assure the Leadership Development Programme as follows:

* national and local self-evaluation and improvement planning
* close monitoring of trainee progress locally and nationally. This begins at Summer Institute and includes nine formal assessment points over the two years
* monitoring of and responding to trainee, headteacher and mentor survey data
* reviewing and analysing trainee outcomes data
* robust procedures for internal, external and cross regional moderation.

Content has been redacted as the content is commercially sensitive

The quality framework for leadership will take place at three levels.

a) Individual

Participants will complete a leadership self-assessment before the Programme begins alongside the curriculum knowledge assessment.

Content has been redacted as the content is commercially sensitive

As described in the bid, leadership skills will be integrated within the PGDip from 2017 and therefore will be formally assessed for each participant as part of the award of PGDip.

b) Programmatic

From 2017, when leadership is integrated and assessed as part of the PGDip, we plan to assure the quality of both ITT and leadership skills as part of our quality assurance plan. As described in the bid, this will include:

* national and local self-evaluation and improvement planning: Teach First will design and deliver a quality assurance framework Content has been redacted as the content is commercially sensitive
* close monitoring of participant progress locally and nationally. This begins at Summer Institute and includes nine formal assessment points during the two years. Content has been redacted as the content is commercially sensitive
* monitoring and responding to participant, headteacher and mentor survey data. Content has been redacted as the content is commercially sensitive
* reviewing and analysing participant outcomes data: Content has been redacted as the content is commercially sensitive
* robust procedures for internal, external and cross-regional moderation: there will be observation of leadership training and peer review to ensure that high standards of training are maintained
* monitoring organisational KPIs: the Government Contracts Team will monitor any organisational KPIs relating to leadership and address any issues with the Local Area Teams.

c) Impact

We will track the numbers of our participants and ambassadors who go into a middle and senior leadership position in schools. Our intention is that as part of this data collection participants and ambassadors will cite the role that Teach First played in securing the role and in their effectiveness. We will also track the numbers on our school leadership pathways.

We will also quality assure facilitators and experts who deliver and facilitate leadership training sessions through feedback from participants and Teach First.

END OF RESPONSE

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref** | **Question** | **Look Fors** | **Question Weighting** |
| 18.01 | **Leadership training**   * Are there any aspects of this training that are not about preparing your recruits for classroom practice or school leadership specifically? | * Opportunities to contribute to the education and progress of disadvantaged pupils. * How the credibility and attractiveness of the Programme is enhanced. * Financial support and endorsement from corporate sponsors.   Bidders’ responses should be a single attachment, of no more than 1,000 words. | Low  (7%) |

**[Response: 997 words]**

1. **Introduction**

Alongside teacher training and leadership, the third component of our Leadership Development Programme (LDP) is the development of a movement of ambassadors (LDP graduates) and partners with the vision and skills to drive forward our ambition of a fair education for every young person, regardless of their background.

We aim to cultivate a lifelong relationship with our ambassadors; as the Education Secretary, the Rt Hon Nicky Morgan has observed, “Teach First isn’t just a two-year Programme, it’s a way of life.”

Our vision is at the core of everything we do. In June 2014 we helped establish the [Fair Education Alliance](https://www.teachfirst.org.uk/about/working-partnership/fair-education-alliance), a coalition of businesses, charities and education organisations working towards ending the achievement gap between young people from the poorest communities and their wealthier peers.

Of our 4,400 ambassadors, 63% are currently in teaching, and we are proud of our track record in supporting them to become outstanding teachers and school leaders. However, we also highly value other ways ambassadors achieve social impact across education and other sectors. 49 ambassador-led social enterprises have been founded to date, supported by our independently-funded Innovation Unit. Examples include: Frontline, an approach to children’s social work to attract the highest calibre graduates, based on the Teach First model, and The Brilliant Club, which places PhD students in schools and colleges in low-participation communities.

Our LDP training has also supported over 350 ambassadors to develop their careers within the third sector and at the heart of government. These include Daisy Christodoulou, who heads education research at ARK Schools, Robert Peal, Teacher-In-Residence at DfE, and Patrick Curry, education adviser at No. 10 Downing Street.

**2. Supporting the education and progress of disadvantaged pupils**

During and beyond the LDP, we are committed to developing our community of participants and ambassadors to become an even more powerful force for change, through:

1. Training: we will provide workshops and seminars at Summer Institute with inspirational leaders from within and outside education, and content designed to help participants develop their vision, social impact and sense of collective impact.
2. Career Pathways: we will build on our Programme of career development support for participants and ambassadors, designed to accelerate their progress and effectiveness in sectors where they can tackle educational inequality. This includes CPD, networking and job seeking support, focused on three priority pathways:

* school leadership positions
* relevant charities and social enterprise, including practical support from our [Innovation Unit](https://www.teachfirst.org.uk/what-we-do/encouraging-innovation-education-0)
* educational policy and research.

1. Summer projects: between their first and second year, we will offer participants over 600 internships with 150 partners. There is a strong focus on projects which tackle educational disadvantage and develop skills relevant to the education sector: current partners include the Prince's Trust, NSPCC and ambassador-led social enterprises.
2. Mentoring others: we will provide participants and ambassadors with opportunities to mentor and lead students, supported by high quality training, including through:
   * our access Programme, Futures, which widens access to top universities and career paths for talented students from low-income backgrounds
   * our partnership with the National Citizen Service (NCS), which from 2017 will encourage all participants to work with teenagers as volunteer mentors and group leaders. Prime Minister David Cameron said: “Teach First's mission to break down social barriers makes its teachers ideal volunteer mentors to engage with and inspire young people on NCS.”
3. Voluntary work: including our partnership with School Governor One Stop Shop, which aims to place more ambassadors and participants in school governor roles in Teach First eligible schools.
4. Teach First networks: we will invest in supporting our participants and ambassadors to learn from each other, through:

* regular conferences and events to share ideas, focus on the scale of the challenge and consider their collective potential, including through the national Impact Conference (part of Summer Institute) and end of Programme Springboard Conferences
* online networking: including through our community website, where participants and ambassadors can share resources and experiences.

**3. Unparalleled Corporate Partnerships**The involvement of high profile corporate partners sets Teach First apart from other ITT providers. Teach First builds [partnerships](https://www.teachfirst.org.uk/support-us/our-valued-supporters) with some of the world’s leading businesses, including Barclays, Citi, Credit Suisse, Deloitte, Google, HSBC, KPMG, National Grid and PwC. We will utilise these partnerships to:

* create unique opportunities for our participants
* add benefit to schools and pupils we work with
* increase the prestige and attractiveness both of our LDP and the wider teaching profession.

Our corporate supporters will continue to provide funding, pro-bono support and volunteering hours that bring significant added value and additional content to increase the impact of our participants.

We will continue to work with corporate partners to:

* provide summer internship opportunities to participants, enabling them to embrace and understand the business sector e.g. over the course of the contract, 60 participants will be offered an internship at Google’s UK HQ
* train hundreds of professional coaches to support participants' development as leaders
* directly support pupils our teachers work with. Volunteers from leading businesses will deliver our bespoke employability Programme, ‘The Workplace’, comprising structured sessions of careers and employability advice for young people
* delivery of inspirational talks and lessons in our partner schools by senior business leaders
* provide resources to enhance our Programme. These include Tech Partnership, a confederate of the leading STEM organisations in the UK, developing resources to help our primary teachers to deliver the new computing curriculum
* provide expert input and advice. Our Programme model and leadership training has been developed in close partnership with top businesses, including the best proponents of people development from McKinsey & Company and Procter & Gamble. These businesses also provide pro-bono consultancy and strategic advice to support the wider organisation.

Teach First is supported by over 60 different corporations who provide a huge breadth and depth of support to add value to our Programme. A significant number of our partnerships are multi-year, providing security of support and quality across the proposed contract period. With this breadth and range of supporters, we are able to flex to ensure that if one partner withdraws, added value activity can be sought or delivered from others, ensuring no negative impact to participants. We are not reliant on any one major corporate funder where withdrawal of funds would have a significant impact, but rather have a broad portfolio of supporters at varying levels. Over the last three years we have grown from approximately 40 to over 60 supporters, so are confident that we will be growing the quality and breadth of our offer, rather than there being any negative impact.

Corporate support is additional to the LDP, so the offer itself would not be affected. In the unlikely event that a significant number of our corporate partners were to withdraw, the core of the LDP and its offer would remain through school fees and the NCTL contract, ensuring consistent quality.

We will continue to secure [endorsements](https://www.teachfirst.org.uk/news/google-and-teach-first-launch-new-scheme-attract-computer-and-science-teachers) of our Programme from world-leading corporate partners. These make clear that our LDP is the most challenging graduate Programme on offer and one which develops transferable leadership skills. This provides significant credibility and appeal to our Programme, essential to recruiting top graduates who have never considered teaching as a long-term career.

END OF RESPONSE

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Question** | **Look Fors** | **Question Weighting** |
| 18.02 | **Project management and governance**  Provide an implementation plan for the set-up phase, with clear milestones, activity and resource allocations to   * project direction * project management and day-to-day project support operational support for business delivery   Provide details of your organisation’s approach to risk and issue identification and management for a project of this nature, including   * Details of the providers' issues and risks in this project * A strategy for managing delivery failure in any aspect of the Programme | * Understanding and deployment of project planning, project management and project assurance techniques * Clear understanding of and commitment to meet or exceed project deliverables and milestones (including the success measures and key performance indicators) * Appropriate and sufficient resource in place and at the right level (governance, leadership, management, operations) to ensure rapid and effective mobilisation, and then ongoing delivery, including updating NCTL * Understanding of risk and issue identification and management * Credible plans to manage risks, including countermeasures and contingencies   Bidders’ responses should be a single attachment, of no more than 1,000 words.  Please provide as your response to this question:  an implementation and operational delivery plan   * an organisation chart, which - if applicable – identifies links with any third party partnerships * a detailed Issues and Risk log (exclusive of word-count) | Low  (7%) |

**[Response (excluding risk log): 964 words]**

**1. Introduction**

Teach First already holds contracts with NCTL for similar activity to the High Potential ITT contract and has an excellent track record of delivery, as demonstrated in our 2014/15 NCTL annual reports. We have the majority of the required staff in place, with the skills and experience to mobilise rapidly to ensure delivery of KPIs. There is some planned restructuring to embed Programme improvements.

**2. Implementation Plan for the set-up phase**

The project set-up phase will run from contract notification until June 2017. Overseen by Sam Freedman, Executive Director of Teach First’s Programmes Division, a Programme Manager will be appointed with extensive experience of Prince 2 project management processes. S/he will be responsible for working with workstream leads (below) from established operational departments, used to working together, to:

* develop and deliver a complete Programme plan for implementation, covering set-up and delivery from contract notification through to contract end on 31 October 2020, including contract exit activity
* develop the risks and issues log and agree mitigating action
* co-ordinate leads’ activities through fortnightly reviews, as well as through the Programme Board (see section 3).

The high-level implementation plan for the set-up phase is below. A more detailed implementation plan, to be produced by contract award, will map further milestones and activities against achievement of KPIs and success measures.

|  |  |  |  |
| --- | --- | --- | --- |
| **Work stream** | **Lead** | **Milestones and activities** | **Timescales\*** |
| **1. Graduate recruitment and selection** | Senior Associate Director, Recruitment and Selection | Finalise the design of the marketing and recruitment plan for 2017 cohort  Deliver marketing and recruitment plan, leading to at least 10,000 applications  Finalise design of 2017 cohort selection and assessment model  Deliver selection and assessment process leading to at least 1,770 participants accepting an offer | 1 June 2016  Rolling recruitment 1 June 2016 – 31 May 2017  1 June 2016  Rolling process from 1 June 2016 –until 31 May 2017 |
| **2. School Partnerships** | Head of School Relationships | Identify, recruit and select eligible schools in greatest need and secure at least 1,770 school placements | 31 May 2017 |
| **3. Leadership Development Programme (LDP)** | Director of Leadership | Design new ITT curriculum leading to a PGDip, including university validation  Design leadership and movement curriculum  Develop self-evaluation and improvement planning framework for the LDP | 1 June 2017  1 June 2017  1 June 2017 and ongoing |
| **4. Pre-Employment** | Associate Director, Pre-Employment | Design new pre-employment strategy and Summer Institute (SI) curriculum, ensuring Curriculum Knowledge Assessment outcomes are integrated into participant training and development  Design and deliver plan for SI 2017, including on-boarding of schools for school-based SI | 1 September 2016  30 June 2017 |
| **5. Delivery of LDP** | Head of Local Areas | Develop local area set-up and delivery plans across 10 local areas  Introduce simplified and strengthened support structure. Content has been redacted as the content is commercially sensitive. | 1 March 2017  30 May 2017 |

\*Dates assume notification of contract award February 2016 and signing of NCTL contract by 1 April 2016.

Between contract award and summer 2017, Government Contracts will also manage procurement processes for delivery providers across 10 local areas and national Summer Institute.

**3. Programme structure**

**3.1 Leadership**

The Executive Director of Teach First’s Programmes Division will be responsible for:

* chairing the monthly Programme Board, an interdisciplinary, cross-organisational team. The Board will include the five workstream leads (above), Finance and Government Contracts and will implement and develop the Programme, review key project risks and issues and agree mitigating action where required. It will hold the management of contract activities to account by assessing progress against high level milestones and KPIs and success measures, ensuring course correction where needed
* reporting to the Teach First Board of Trustees and to the Executive Committee on progress, including escalation of high-level risks and issues
* working with the Chief Operating Officer to ensure financial and strategic planning is embedded in the Programme.

In line with the contract and our mission to end educational inequality, we will seek to meet or exceed KPIs.

3.**2 Management**

In addition to the Programme Manager (see section 2), management of the Programme will be delivered by the Senior Associate Director, Government Contracts. The team will agree the contract and KPIs with NCTL, and lead on reporting to NCTL, including monthly performance monitoring and reporting against KPIs and success measures, and quarterly analysis.

Government Contracts will ensure robust:

* design and delivery of the Programme assurance framework
* procurement and performance management of sub-contractors in accordance with KPIs, performance measures, budgets and reporting requirements

A project accountant, supported by the Director of Finance, will lead on all aspects of financial administration and financial reporting. The wider Finance team will also provide financial support with the contract.

**3.3 Governance**

Programme governance will consist of:

* Executive Committee, which the Programme Board reports to: chaired by the CEO, it will provide advice and challenge through a regular review of key milestones, achievements against KPIs, risks and mitigations
* Board of Trustees: quarterly scrutiny of risks, finance and progress against key milestones.

**3.4 Sub-contractors for ITT**

Appendix 1 submitted as part of Teach First’s bid response details the bidding process.

Teach First plans to have one ITT delivery partner per Local Area serving under agreed Contracts for Services and associated Schedules of Activity. Teach First’s 10 Local Areas are: East Midlands, East of England, London, North East, North West, West Midlands, South Coast, South East, South West, and Yorkshire & Humber. There is a possibility that an ITT delivery partner may deliver across more than one Local Area if they have the capacity to do so. All providers will be selected through a fair and transparent sub-contracting process.

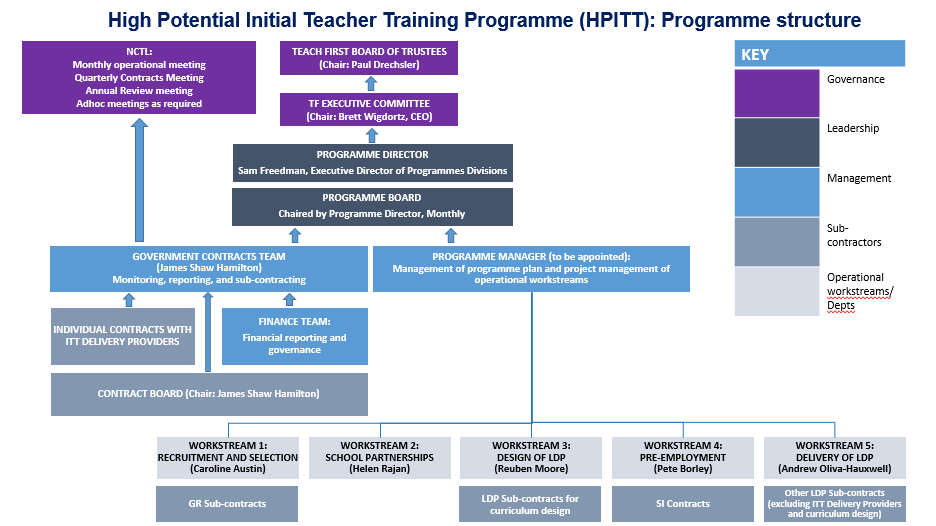
Operational relationships will be managed locally by the local area director at Teach First. Teach First has a strong track record in partnership working and a transition phase pre-contract delivery will be part of all provider on-boarding before service delivery. This will include inception meetings, defined ways of working and process mapping and agreed approaches between the local director and the provider in line with the national Contract for Service requirements.

Contract management will be led by the Government Contracts team, nationally. The contractual relationship will be managed bilaterally with each provider through reports and regular meetings about KPIs. There will be a minimum of four meetings per year about contractual performance between senior representatives of Teach First locally and the provider as well as ongoing monthly monitoring and management by Teach First. In addition, we will monitor and report national KPI performance for the NCTL contract.

In parallel with this is a Contract Board, chaired by Teach First, comprising senior executives from the ITT delivery providers (currently University Executives) and senior Teach First staff.This board will meet regularly to discuss matters relating to the operation of the Leadership Development Programme at a senior level. It will be an extra tool hold delivery providers to account collectively (in addition to bilateral contract management). It will be consulted on KPI and delivery improvement.

See attached diagram.

**3.4 Organisational chart**



**4**. **Management of Risk**

Teach First has strong processes in place for risk management, including an organisation-wide risk register and a clear escalation process for high-level risks and issues to the Executive Committee, the Board and NCTL. We also have organisation-wide policies for areas where there is high potential impact, including safeguarding, disaster recovery and health and safety. Our risk log is attached at Annex A; this will be managed as outlined in Sections 2 and 3.

Service Credits will accrue in the unlikely event of failing to meet Service Levels or KPIs, in line with Schedule 4 of the draft contract. To mitigate any high-level risks:

* the risk will be flagged to NCTL at the earliest opportunity
* an action plan for mitigating action will be presented to NCTL
* in the event that there is no improvement, an extraordinary meeting will be arranged with NCTL to agree further action.

5. **Timelines, scope and plans for appointment of ITT sub-contractors**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sub-contracting Process** | Feb 16 | Mar 16 | Apr16 | May 16 | Jun 16 | Jul16 |
| MILESTONE | | | | | | |
| Deliver procurement process to recruit delivery providers across 10 Local Areas, supported by signed Contracts for Services and a detailed schedule of activity |  |  |  |  |  |  |
| ACTIVITIES | | | | | | |
| Updates to interested providers and query-handling |  |  |  |  |  |  |
| Finalise sub-contract activities and schedules of activity |  |  |  |  |  |  |
| Finalise KPIs |  |  |  |  |  |  |
| Draft sub-contract (Contract for Services) |  |  |  |  |  |  |
| Hold Provider Information Session (market warming) - open session for interested providers (TBC subject to contract award by DfE) |  |  |  |  |  |  |
| Publish on www.contractfinder (including Masters mention) |  |  |  |  |  |  |
| Carry out due diligence on bidders |  |  |  |  |  |  |
| Assess applications, Internal Review Panel Teach First |  |  |  |  |  |  |
| Notify preferred providers |  |  |  |  |  |  |
| Negotiate sub-contracts (minimal expected) |  |  |  |  |  |  |
| Signature of sub-contracts |  |  |  |  |  |  |
| Hold Academic Course Committee of new Providers and local planning sessions for delivery (From June/July) (development of detailed local delivery plans for 2017 and associated processes ongoing) |  |  |  |  |  |  |

**Annex 1: High Potential Initial Teacher Training Issues and Risk Log**

**Content has been redacted as the content is commercially sensitive.**

1. ‘Teach First: pedagogy and outcomes. The outcome of an alternative certification Programme’, Muijs et al, University of Manchester (2010) [↑](#footnote-ref-1)
2. ‘Matched panel data estimates of the impact of Teach First on school and departmental performance’, Allen, R and Allnutt, J, Institute of Education (2013) [↑](#footnote-ref-2)
3. ‘Cracking the code: how schools can improve social mobility’, Social Mobility and Child Poverty Commission (October 2014) [↑](#footnote-ref-3)
4. ‘The Costs and Benefits of Different Initial Teacher Training Routes’, Institute for Fiscal Studies (November 2014) [↑](#footnote-ref-4)
5. Any additional costs beyond those included in the cost matrix for EY staffing, expansion to new local areas and/or additional EY specific leadership training and associated placement days would come from other funding sources. This is additional to the LDP and adds value to it, while avoiding allocating costs to the NCTL. In particular, we would seek extra voluntary funding for another 0-3 placement in the second year of the LDP focussed on leadership. [↑](#footnote-ref-5)
6. Teach First Ofsted Inspection Report, North West, 2015 [↑](#footnote-ref-6)
7. ‘The careers of Teach First ambassadors who remain in teaching: job choices, promotion and school quality’ (October 2015) Education DataLab, R Allen, M Parameshwaran, P Nye (unpublished, due for publication by Spring 2016) [↑](#footnote-ref-7)