## THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

and

## **PEARSON EDUCATION LIMITED**

CONTRACT FOR THE PROVISION
OF SERVICES IN RELATION TO
THE HEALTH AND SCIENCE: HEALTH
T LEVEL TECHNICAL QUALIFICATION

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#### THIS CONTRACT is made on

#### **BETWEEN:**

- (1) THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("Authority"); and
- (2) **PEARSON EDUCATION LIMITED** a company registered in England and Wales (company registration number: **00872828** whose registered office is at 80 Strand, London, WC2R 0RL ("Supplier"),

each a "Party" and together the "Parties".

#### **BACKGROUND TO THIS CONTRACT:**

- (A) On 18 March 2024 the Authority advertised in the Find a Tender Service (FTS) (reference 2024/S 000-008607) inviting prospective suppliers to submit proposals for the design development and delivery of the technical education qualification element for the Health T Level.
- (B) On the basis of the Supplier's response to the advertisement and a subsequent tender process, the Authority selected the Supplier as its preferred supplier of the TQ.
- (C) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below. As well as the delivery stage, this Contract covers the Development Phase and a Pre-Delivery Phase.

#### **OPERATIVE TERMS:**

### 1 Contract start, formation and interpretation

- 1.1 This Contract is legally binding from the Effective Date until it ends in accordance with clause 15 (*Ending or extending this Contract*).
- 1.2 This Contract is formed by the Core Terms and the Schedules and the Supplier must comply with all of its obligations set out in both the Core Terms and the Schedules, provided always that in the event of any conflict between the provisions of the Core Terms and the Schedules and/or the Annexes, or between any of the Schedules and/or the Annexes, the conflict shall be resolved according to the following descending order of priority:
  - 1.2.1 the Core Terms, Schedule 1 (*Definitions and Interpretation*), and Schedule 6 (*Pricing Schedule*);

- 1.2.2 Schedule 2 (Service Requirements), Schedule 4 (Co-operation) and their respective Annexes; and
- 1.2.3 the remaining Schedules and their respective Annexes.
- 1.3 The Parties shall interpret this Contract using Schedule 1 (*Definitions and Interpretation*).
- 1.4 Where Schedule 1 (*Definitions and Interpretation*) includes an entity defined as the Guarantor, then:
  - 1.4.1 save for clauses 1.3, 16 (How much each Party can be held responsible for), 19 (What must be kept confidential), 20 (When information can be shared), 21 (Invalid parts of this Contract), 22 (No other terms apply), 23 (Other people's rights in this Contract), 25 (Relationships created by this Contract), 26 (Giving up contract rights), 29 (How to communicate about this Contract), 38 (Resolving disputes), and 39 (Which law applies), this Contract is conditional upon the valid execution by the Guarantor and delivery to the Authority of the Guarantee (the "Condition Precedent");
  - 1.4.2 the Supplier shall satisfy, or procure the satisfaction of, the Condition Precedent as soon as possible; and
  - 1.4.3 in the event that the Condition Precedent is not satisfied within 10 Working Days of the Effective Date (or such other period as is agreed in advance in writing with the Authority), this Contract shall automatically cease and shall not come into effect and neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.

## 2 Appointment and exclusivity

- 2.1 The Authority hereby appoints the Supplier as the provider of the Services in relation to the TQ during the Term.
- 2.2 As part of such appointment, the Supplier has the exclusive right to offer the TQ in England to Students for TQ courses for the Cohort for the Academic Years commencing at each of 1 August 2026, 1 August 2027, 1 August 2028, 1 August 2029, 1 August 2030 and, where the Authority gives written notice to the Supplier to extend this Contract pursuant to clause 15.2 (Ending or extending this Contract), for each of

the Cohorts for the Academic Years commencing during an Extension Period, as the case may be, namely 1 August 2031, 1 August 2032, 1 August 2033 (each an "Exclusive Cohort").

- 2.3 Subject to the Supplier's compliance with the provisions of this Contract, the Authority shall not, during the Term, authorise any third party to provide goods and/or services equivalent to the Services in relation to the whole or any part of an Exclusive Cohort.
- 2.4 The Supplier acknowledges and agrees that during the Term the Authority may, subject to clause 2.3, authorise a third party to provide goods and/or services equivalent to the Services in relation to the TQ in England to students in cohorts outside the Exclusive Cohort, notwithstanding the continuation of the Services under this Contract in respect of any Exclusive Cohort.
- 2.5 The Supplier shall, subject to clause 15 (*Ending or extending this Contract*), be responsible for providing the Services to Students who are within an Exclusive Cohort until the later of the end of their TQ and 2 years following the end of the final Academic Year of the TQ for the Exclusive Cohort of which such Student was part.
- 2.6 Unless otherwise agreed with the Authority in writing, the TQ shall be offered by the Supplier on the basis that teaching of the TQ by Providers for each Exclusive Cohort will commence in September of the relevant Academic Year (accepting that Students may, subject to applicable Supplier and Provider rules, commence their study of the relevant TQ later than the teaching commencement date).

### 3 How the Services must be supplied

- 3.1 The Supplier must provide the Services:
  - 3.1.1 in full compliance with the Service Requirements and the Supplier's Response, provided always that:
    - the fact that the Supplier has complied with the Supplier's Response shall not limit the Supplier's obligation to satisfy the Service Requirements; and

- the fact that the Supplier has satisfied the Service Requirements shall not limit the Supplier's obligation to comply with the Supplier's Response;
- 3.1.2 to a professional standard;
- 3.1.3 with reasonable skill and care;
- 3.1.4 using Good Industry Practice;
- 3.1.5 in accordance with its own policies, processes and quality control measures to the extent that these do not conflict with this Contract;
- 3.1.6 in accordance with any agreed timings set out in this Contract;
- 3.1.7 in accordance with Law;
- 3.1.8 in accordance with the Conditions of Recognition;
- 3.1.9 in a manner that ensures that neither it, nor any of the Supplier Staff:
  - (i) brings the Authority, the Department or the ESFA into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in any or all of them; and/or
  - (ii) engages in any act or omission which is reasonably likely to bring the T Levels Programme into disrepute,
  - in either case, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract; and
- 3.1.10 in accordance with (and in a manner consistent with enabling the Supplier and the T Level Awarding Organisations to achieve the aims set out in) Schedule 4 (*Co-operation*).
- 3.2 The Supplier must:
  - 3.2.1 co-operate and, where appropriate, consult with the Stakeholders and the Authority's third-party suppliers, including but not limited to the Former Supplier, on all aspects connected with the delivery of the Services; and

3.2.2 ensure that Supplier Staff comply with any reasonable instructions of the Authority in relation to the Services.

## Ofqual Recognition

- 3.3 The Supplier must have in place from the Effective Date and maintain throughout the Term, Ofqual Recognition.
- 3.4 The Supplier must comply with each Condition of Recognition throughout the Term.

#### Impact of approval by the Authority

- 3.5 The Supplier agrees and accepts that except for confirmation of a Variation pursuant to clause 28 (*Changing this Contract*), which expressly changes the Supplier's obligations or liabilities or the Authority's rights under this Contract, no review, comment, authorisation to proceed (as contemplated by clause 5.11.1) or approval by the Authority (including any IfATE Approval) in connection with any Product and/or Service (including in respect of the Supplier's Response, the Implementation and Delivery Plan, the Resource Plan and any documents or information submitted by the Supplier in order to obtain IfATE Approval) shall operate to exclude or limit the Supplier's obligations or liabilities or the Authority's rights under this Contract, and:
  - 3.5.1 the Supplier retains sole responsibility for ensuring that the TQ (including the Products and Services) meets and continues to meet all relevant Service Requirements (as they may be amended from time to time in accordance with this Contract) throughout the Term; and
  - 3.5.2 the Supplier acknowledges and accepts that any review, comment, authorisation to proceed or approval (including any IfATE Approval) do not constitute or imply any warranty from the Authority or Ofqual in respect of the TQ.

### 4 Pricing and payments

- 4.1 In exchange for the provision of the Services (including the supply of the Products), the Supplier must invoice:
  - 4.1.1 the Authority for the relevant Charges, which, in the case of:

- (i) the Development Charge, shall be invoiced by the Supplier at the time and in the manner set out in clauses 5.11.1(ii), or 5.13.1(ii) (Developing the TQ and achieving IfATE Approval) (as applicable));
- (ii) that part of the Charges referred to in limb (b) of the definition of Charges, shall, unless otherwise agreed by the Authority, be invoiced by the Supplier on IfATE Approval of the relevant TQ Change; and
- (iii) that part of the Charges referred to in limb (c) of the definition of Charges, shall be invoiced by the Supplier as set out in the relevant Variation; and
- 4.1.2 the Approved Providers for the Fees pursuant to the applicable Provider Contract.
- 4.2 The Supplier acknowledges and agrees that:
  - 4.2.1 in no circumstances shall the Authority, the Department or ESFA have any liability to the Supplier in respect of the Fees. The Authority is not liable if any Provider (or other third party) fails to pay any fees or other costs (including the Fees) due from them to the Supplier; and
  - 4.2.2 save as permitted by the relevant Provider Contract, the Supplier shall not be entitled to levy any costs and/or charges and/or require any further and/or additional payment in respect of the provision of the Services (including the supply of any Products) to any Approved Provider (and/or any Student) other than the Fees.

### 4.3 All Fees and Charges:

- 4.3.1 exclude VAT, which is payable on provision of a valid VAT invoice to the applicable payor; and
- 4.3.2 include all costs payable by the Authority and/or any Provider (as the case may be) in connection with the Services (including the supply of the Products).

- 4.4 The Authority must pay the Supplier:
  - 4.4.1 in respect of the Development Charge, the relevant Interim Milestone Payment or the Final Milestone Payment (as the case may be); or
  - 4.4.2 in respect of any other Charges arising under clause 8 (*TQ Changes*) or clause 28 (*Changing this Contract*), the amount of any such Charges due under such clause 8 (*TQ Changes*) or clause 28 (*Changing this Contract*),

in each case, within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the account as notified by the Supplier to the Authority.

- 4.5 A Supplier invoice is only valid if it includes this Contract reference and purchase order number (if any) and other details reasonably requested by the Authority.
- 4.6 If there is a Dispute between the Parties as to the amount invoiced by the Supplier to the Authority, the Authority must pay the undisputed amount. The Supplier cannot suspend the provision of the Services (including the supply of the Products) unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed sums in accordance with clause 15.6 (*When the Supplier can end this Contract*). Any disputed amounts shall be resolved through the Dispute Resolution Procedure.
- 4.7 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.8 The Supplier can issue a written Reminder Notice to the Authority (in accordance with clauses 29.1 and 29.2 (*How to communicate about this Contract*)) if the Authority does not pay an undisputed invoice on time.
- 4.9 The Authority may retain, or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.10 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Authority can publish the details of the late payment or non-payment. The Supplier must also ensure that any Sub-Contract it enters into contains provisions which have the same effect as clauses 4.4, 4.6, 4.7 and this clause 4.10.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless a court orders this.

#### Indexation of Fees and Rate Card rates

- 4.12 The Supplier shall be entitled to adjust the Fees and the Rate Card rates which apply in respect of any Academic Year following the Academic Year in which the TQ is launched in accordance with the provisions of clause 4.13 to reflect the impact of inflation.
- 4.13 Where the Supplier wishes to adjust the Fees and/or Rate Card rates in accordance with clause 4.12:
  - 4.13.1 the Supplier shall notify the Authority in writing of the proposed percentage adjustment in the existing Fees and/or Rate Card rates and the resulting new Fees and/or Rate Card rates by the end of February in the Academic Year prior to the Academic Year in respect of which the adjustment is to apply ("Calculation Date");
  - 4.13.2 the proposed percentage adjustment to the relevant then current Fees or Rate Card rates must be no greater than the percentage increase in the preceding 12 months of the UK Consumer Price Index most recently published by the UK Office of National Statistics prior to the Calculation Date; and
  - 4.13.3 the proposed adjustment calculated in accordance with this clause 4.13 shall not operate to adjust the Fees or Rate Card rates for the then current Academic Year but shall operate to adjust the Fees or Rate Card rates as applicable with effect from the immediately following Academic Year.
- 4.14 In addition to any changes to the Entry Fee by virtue of clause 4.13, the Entry Fee may be subject to change from time to time, in accordance with the provisions set out in Schedule 6A.
- 4.15 Except as set out in clause 4.13, neither the Charges, the Fees nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations under this Contract.

## 5 Developing the TQ and achieving IfATE Approval

5.1 The Supplier shall develop the TQ to meet the Service Requirements and in accordance with the terms of this Contract.

## Requirement for IfATE Approval

- 5.2 The Supplier acknowledges and accepts that:
  - 5.2.1 the Supplier shall not make the whole or any part of the Initial TQ

    Deliverables available to Eligible Providers and/or Approved Providers for delivery to Students until IfATE Approval has been granted; and
  - 5.2.2 the Supplier shall, where possible, (and in each case with the prior written consent of the Authority) share draft versions of the Initial TQ Deliverables and Guide Standard Exemplification Materials, with Eligible Providers and/or Approved Providers to support their preparations to deliver the TQ.

## General development obligations

- 5.3 The Supplier must:
  - 5.3.1 design and develop the TQ in accordance with paragraphs 2.1 and 2.2 of Part 1 of the Service Requirements and in order to meet the Milestones;
  - 5.3.2 consult with:
    - (i) the Authority, the Department, ESFA and the Route Panels; and
    - (ii) a representative sample of Providers and Employers,
      - in the design and development of the TQ (including as contemplated by paragraph 2.1.4 of the Service Requirements);
  - 5.3.3 take into account any input received from the Route Panel, and where applicable, the T Level Panels in the design and development of the TQ, and consult as appropriate with the T Level Panels and/or the Route Panel prior to the first Interim Milestone;

- 5.3.4 co-operate (as required) and work collaboratively with the Authority to achieve IfATE Approval of the TQ Service Requirements Explanatory Note;
- 5.3.5 take into account the Technical Qualifications Service Explanatory Note together with any guidance as issued by the Authority from time to time in the design and development of the TQ, and provide input when reasonably requested by the Authority to support the development and updating of such Technical Qualifications Service Explanatory Note; and
- 5.3.6 submit to the Authority an updated Implementation and Delivery Plan and Resource Plan within 5 Working Days from the Effective Date.

## **Development support from the Authority**

The Supplier Authorised Representative and/or senior representatives of the Supplier's development team as appropriate will meet monthly (or more frequently if deemed necessary by the Authority) with the Authority Authorised Representative and/or representatives of the Authority's Commissioning & Development Team, at a time and location to be advised by the Authority, following the Effective Date until IfATE Approval of the TQ (each a "TQ Development Meeting") to review progress on TQ development, address key risks and identify solutions to any barriers to progress. The Authority shall issue an agenda in advance of each TQ Development Meeting. In the event that the development of the TQ is materially delayed against the Milestones and/or the dates given in the Implementation and Delivery Plan, on a written request by the Authority the Supplier's Chief Executive Officer or an equivalently senior individual shall attend the next TQ Development Meeting.

#### 5.5 The Supplier shall:

- 5.5.1 not less than 5 Working Days prior to each TQ Development Meeting, submit the Development Phase Report to the Authority in respect of the relevant month, together with, without prejudice to paragraph 2.5 of Part 1 of the Service Requirements:
  - (i) updated versions (meeting all of the requirements of the relevant Product Description) of the following Products:
    - (A) the Implementation and Delivery Plan;
    - (B) the Resource Plan;

- (C) the Risk Register; and
- (D) the Issues Log; and
- (ii) as requested by the Authority from time to time, the then current versions of the following:
  - (A) the TQ Specification;
  - (B) the Assessment Strategy;
  - (C) the TQ Specimen Assessment Materials;
  - (D) the Guide Standard Exemplification Materials;
  - (E) the Provider Approval Criteria;
  - (F) the Submission Issues Log;
  - (G) Employer & Provider Engagement Strategy; and
  - (H) any draft version of the Key Dates Schedule that the Supplier intends shall (if Approved) become the Key Dates Schedule for the purposes of this Contract from time to time,

it being understood that the Supplier will not be in breach of this clause 5.5.1 if the relevant item is still being developed and the Milestone for its completion has not been reached as at the date of the relevant TQ Development Meeting; and

- 5.5.2 provide a verbal summary at each such TQ Development Meeting of the progress of development of the TQ as against the Implementation and Delivery Plan and Resource Plan and any identified risks to the on-time delivery of the TQ and proposed resolutions.
- 5.6 The Authority shall provide minutes setting out an accurate summary of each such TQ Development Meeting within 5 Working Days of each such meeting.

#### **Submission process**

- 5.7 The Supplier shall, on or prior to the applicable Submission Date, make all Submissions to the Authority necessary in respect of IfATE Approval in accordance with paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements.
- 5.8 The Supplier shall ensure that all Submissions made in accordance with clause 5.7 meet all of the requirements for each Submission as set out in paragraph 2.1 of Part 1 and Annex 7 to the Service Requirements. Unless notified otherwise by the Authority in writing, the Supplier shall continue its ongoing work in relation to the Initial TQ Deliverables following each Submission whilst such Submission is being considered by the Authority and/or Ofqual. For the avoidance of doubt, this means that the Supplier, following each Submission for each Interim Milestone, shall not await notification from the Authority in accordance with clause 5.11 below before continuing work on the Initial TQ Deliverables required for any subsequent Milestone.
- 5.9 The Supplier shall submit to the Authority for Approval, a final version of the Guide Standard Exemplification Materials in accordance with paragraph 2.1 of Part 1 and Annex 7 to the Service Requirements.
- 5.10 The Supplier shall respond promptly to the Authority to any requests from the Authority for further information to support any Submission and/or the IfATE Approval process.
- 5.11 In respect of each Interim Milestone, the Authority and, if relevant, Ofqual will consider each Submission made in accordance with clause 5.7 and 5.8 and, within a timeframe which should allow the TQ to be developed in time for delivery in accordance with this Contract:
  - 5.11.1 if the Authority considers that the Submission (or Re-Submission (as the case may be)) meets all of the requirements of paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone, the Authority shall:
    - (i) confirm in writing to the Supplier that such requirements have been met; and
    - (ii) where the relevant Interim Milestone attracts an Interim Milestone
      Payment, pay to the Supplier (in accordance with clause 4 (*Pricing*and payments)) the applicable Interim Milestone Payment; or
  - 5.11.2 if (1) the Authority does not consider that the Submission (or Re-Submission (as the case may be)) meets all of the requirements of

paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone and/or (2) the Supplier has outstanding issues still to be addressed / additional information still to be provided in relation to any previous Interim Milestones (including in relation to any previous Interim Milestones that do not attract an Interim Milestone Payment), the Authority may withhold payment to the Supplier of the applicable Interim Milestone Payment (if any) and shall:

(i) notify the Supplier of the issues that need to be addressed and/or the additional information that needs to be provided (and, acting reasonably, the date by which such issues need to be addressed and/or such information needs to be provided) and whether the Authority will be withholding payment of the applicable Interim Milestone Payment (if any), and the Supplier shall promptly address such issues and resubmit the relevant documentation and/or provide such additional information (a "Re-Submission") to the Authority on or prior to the date notified by the Authority, following which clause 5.11.1 or this clause 5.11.2 will apply to such Re-Submission: or

#### (ii) notify the Supplier:

- (A) that notwithstanding the failure of the Submission (or Re-Submission (as the case may be)) to meet all of the requirements of paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone, the Supplier shall continue with the design and development of the TQ without having to make a Re-Submission, provided that the relevant issues are addressed by any timescales specified by the Authority and in any event no later than by the Final Approval Milestone Date; and
- (B) whether the Authority will be withholding payment of the applicable Interim Milestone Payment (if any), following which the Supplier shall promptly address the issues identified / further information required, as part of its ongoing development of the TQ in accordance with the timescales

specified by the Authority. If the Authority is withholding payment of any applicable Interim Milestone Payment, subject to the Supplier having addressed the issues identified in accordance with the required timescales (and in any event no later than by the Final Approval Milestone Date), clause 5.11.1(ii) will apply.

- 5.12 The Supplier acknowledges and agrees that owing to the meeting dates scheduled for the IfATE Approval process, any delay in making the Final Submission to the Authority by the Final Approval Milestone Date may cause a delay of several weeks for IfATE Approval. Accordingly, failure by the Supplier to make the Final Submission in accordance with clause 5.7 and/or 5.8 by the Final Approval Milestone Date, other than due to a breach of this Contract by the Authority, shall be a Critical Service Failure.
- 5.13 In respect of the Final Approval Milestone, the Authority and, if relevant, Ofqual will consider the Final Submission made by the Supplier in accordance with clause 5.7 and 5.8 and, within a timeframe which should allow the TQ to be developed in time for delivery in accordance with this Contract:
  - 5.13.1 if the Authority considers that the Final Submission (or Final Re-Submission (as the case may be)) meets the requirements for IfATE Approval, then the Authority shall:
    - (i) confirm to the Supplier in writing that the TQ has IfATE Approval and that, subject (if applicable) to clause 7.2 (*Interaction with* Providers) and clause 14.3.1 (*What may happen if there are issues with your provision of the Services*), the Supplier is authorised to proceed to make the TQ available to Approved Providers for delivery to Students in accordance with clause 6 (*Operating the TQ*); and
    - (ii) pay to the Supplier (in accordance with clause 4 (*Pricing and payments*)) the Final Milestone Payment, together with any outstanding Interim Milestone Payments or;
  - 5.13.2 if the Authority considers that the Final Submission (or Final Re-Submission (as the case may be)) does not meet the requirements for IfATE Approval, then the Authority shall either

- (i) notify the Supplier in writing of the issues that need to be addressed and/or the additional information that needs to be provided and the Supplier shall within 10 Working Days (or such longer timeframe as is agreed in writing by the Authority) address such issues and resubmit the relevant documentation and/or provide such additional information, following which this clause 5.13 will apply to such Final Re-Submission or
- (ii) take any other steps available to it under the contract.
- 5.14 The Supplier acknowledges and accepts that the Authority will share, as it deems necessary, with Ofqual, the Department, ESFA, and the Route Panel:
  - 5.14.1 all Submissions (including any Final Submission) and/or Re-Submissions (including any Final Re-Submissions) submitted by the Supplier under clause 5.7 and/or clause 5.13:
  - 5.14.2 any information required by the Authority pursuant to clause 5.10;
  - 5.14.3 any information required by Ofqual for the Regulation of the TQ or to perform the statutory functions of Ofqual; and/or
  - 5.14.4 any other information it holds in relation to the Supplier,

and the provisions of clause 19 (*What must be kept confidential*) will not prevent any disclosure or sharing of documentation and/or information by the Authority under this clause 5.14.

### 6 Operating the TQ

- 6.1 Following IfATE Approval the Supplier must (subject to clause 7.2 (*Interaction with Providers*) and clause 14.3.1 (*What may happen if there are issues with your provision of the Services*)) make the TQ (including (as applicable) the Products) available to Approved Providers for delivery to Students and provide the Services (other than the Initial Development Services) in accordance with the Service Requirements.
- 6.2 The Supplier shall meet all KPIs in the delivery of the Services (other than the Initial Development Services).

- 6.3 The Supplier must comply with the current version of any Key Dates Schedule in respect of the making available of the TQ and the performance of the Services (other than the Initial Development Services).
- 6.4 The Supplier must provide materials and Student Information to the Authority in accordance with paragraphs 5, 8 and 10 of Part 1 of the Service Requirements to enable the Authority to keep a record in the event such materials and/or information is required for the transfer of Services to a Replacement Supplier.
- 6.5 The Supplier shall promptly provide to the Authority such materials relating to the TQ and Student Information as are requested in writing by the Authority to enable work by or on behalf of the Authority and/or Ofqual to ensure the ongoing maintenance between Cohorts of the grades and standards of the TQ and the wider T Level Programme.
- 6.6 The Supplier shall actively promote the TQ to Eligible Providers.

## 7 <u>Interaction with Providers</u>

- 7.1 The Supplier shall, in accordance with the requirements set out in paragraph 3 of Part 1 of the Service Requirements, operate a procedure to receive applications for Provider Approval from Eligible Providers that wish to make the TQ available to Students, and where the relevant Provider Approval Criteria are met to grant Provider Approval and notify the Approved Providers accordingly. The Supplier acknowledges and agrees that:
  - 7.1.1 it shall not be entitled or permitted to:
    - (i) charge any additional costs, charges and/or fees arising out of or in connection with the implementation and operation of such procedure and/or the granting of Provider Approval; and/or
    - (ii) impose any additional requirements (other than a Provider Contract)
       on any Eligible Provider and/or Approved Provider (as applicable)
       as a condition to and/or consequence of the grant of Provider
       Approval;
  - only an Eligible Provider shall be eligible to be granted Provider Approval by the Supplier in respect of the TQ; and

- 7.1.3 subject to clause 7.1.2 and without prejudice to paragraph 3.1.1 of Part 1 of the Service Requirements, the Supplier shall promptly grant Provider Approval to Eligible Providers who meet the Provider Approval Criteria following receipt of their application for Provider Approval.
- 7.2 The Supplier shall review and assess Approved Providers on an ongoing basis in accordance with paragraph 3.1.2 of Part 1 of the Service Requirements to ensure that they continue to meet the requirements for Provider Approval to make the TQ available to Students and, subject to the provisions of paragraphs 3.2 to 3.5 (inclusive) of Part 1 of the Service Requirements, where an Approved Provider no longer meets the Provider Approval Criteria, the Supplier shall revoke such Provider Approval.
- 7.3 The Supplier shall ensure that:
  - 7.3.1 prior to any Eligible Provider making the TQ available to Students:
    - (i) the Eligible Provider is an Approved Provider;
    - (ii) a binding Provider Contract is in place with the relevant Approved Provider; and
  - 7.3.2 the Provider Services shall only be provided to an Approved Provider during the term of, and subject to the provisions of, the applicable Provider Contract.
- 7.4 Without prejudice to paragraph 5 of Part 1 of the Service Requirements, the Supplier shall promptly register a Student for the TQ following receipt by the Supplier of an application for registration of that Student from an Approved Provider.
- 7.5 The Supplier shall, on written request by the Authority, promptly provide a copy of each Provider Contract to the Authority and to the Department and/or the ESFA.
- 7.6 The Supplier shall retain copies of all documentation and information in relation to arrangements with Eligible Providers and Approved Providers, including all such documentation and/or information arising out of or in connection with:
  - 7.6.1 the application for and/or the grant of Provider Approval referred to in clause 7.1; and
  - 7.6.2 the ongoing monitoring of Approved Providers by the Supplier referred to in clause 7.2.

- and without prejudice to the generality of the definition of IfATE Data, such documentation and information shall form part of the IfATE Data to which the provisions of clause 18 (*Data protection and information*) shall apply.
- 7.7 The Supplier shall make available the Additional Services and provide the Additional Services on request by Approved Providers in accordance with paragraphs 5, 6, and 9 of Part 1 of the Service Requirements.
- 7.8 The Supplier shall be permitted to offer and provide additional products and/or services in each case related to the TQ to Approved Providers (and Students), provided always that:
  - 7.8.1 such additional products and services are not identical to, or performing an equivalent function in relation to the TQ to, the whole or any part of the Products and/or the Services (including the Additional Services) and offered and/or provided on alternative terms and/or conditions (including as to timing or quality) to those terms and conditions which would apply pursuant to this Contract to the applicable Products and/or Services;
  - 7.8.2 without prejudice to clause 7.1.1(ii) and the requirements of Schedule 17 (*Provider Contract Requirements*), the Supplier shall not, other than the Provider Contract, impose any condition on any Eligible Provider (including any Approved Provider) and/or Student to purchase such additional products and/or services as a condition to and/or consequence of:
    - (i) the grant of any Provider Approval; and/or
    - (ii) the proper performance of any of the Services (and/or the supply of any Products); and
  - 7.8.3 the Supplier shall not (in making available such products and/or services available and/or in respect of the terms on which such products and/or services are made available) favour one Provider and/or group of Providers or one Student and/or group of Students over another.
- 7.9 The Supplier shall comply with Schedule 17 (*Provider Contract Requirements*) in respect of its contracts with Approved Providers in relation to the TQ.

### 8 TQ Changes

- 8.1 The Supplier acknowledges and agrees that the Authority may request changes to the TQ and that the Authority may publish revised Outline Content from time to time.
- 8.2 The Supplier must ensure that the Approved Initial TQ Deliverables reflect the version of the Former Supplier's TQ Specification as at the Effective Date ("Initial Content Date") and that the Approved Initial TQ Deliverables reflect any TQ Change requested by the Authority before IfATE Approval.
- 8.3 The Supplier must make any TQ Change reasonably requested by the Authority to reflect any changes to the Former Supplier's TQ Specification or, if relevant, the Outline Content following the Initial Content Date subject to the terms of this clause 8.
- The Authority may carry out annual reviews in each Academic Year where a new Cohort is commencing the TQ in the following Academic Year to identify any potential TQ Changes required by the Authority. The Authority may prepare and submit to the Supplier by the relevant dates prescribed by the TQ Content Updating Schedule in each such Academic Year up to two annual guidance notes setting out the output of the Authority's reviews in relation to Inclusive TQ Changes and Exclusive TQ Changes respectively. Where the Authority identifies any potential TQ Change (in an annual guidance note or otherwise), the Authority shall promptly notify the Supplier in writing of details of the potential TQ Change.
- Without prejudice to paragraphs 2.5 and 2.6 of Part 1 of the Service Requirements which shall apply in addition to any annual review, the Supplier shall carry out an annual review of the TQ once in each Academic Year, taking into account the output of any Authority annual guidance note(s) pursuant to clause 8.4 and any additional updates the Supplier has proposed to the TQ (to the extent that such updates have not otherwise been Approved pursuant to paragraph 2.5 or 2.6 of Part 1 of the Service Requirements), to identify any potential TQ Changes required to ensure ongoing compliance of the TQ with the Service Requirements. Where the Supplier identifies any potential TQ Change, the Supplier shall promptly notify the Authority in writing of details of the potential TQ Change.
- 8.6 Where a TQ Change is an Exclusive TQ Change, the Parties shall follow the Variation procedure set out in clause 28 (*Changing this Contract*) in respect of the relevant Exclusive TQ Change. The Charges relating to such Exclusive TQ Change shall be agreed between the Parties as part of the Impact Assessment for the relevant

Variation, each Party acting reasonably and promptly, prior to the Supplier commencing work on the Exclusive TQ Change. The relevant Charges shall:

- 8.6.1 be a reasonable cost for implementing the Exclusive TQ Change in the circumstances;
- 8.6.2 take into account and be calculated using:
  - (i) for personnel related costs and other relevant charges which are set out in the Rate Card, the applicable Rate Card rates; and
  - (ii) reasonable charges for any non-personnel related costs which are not included in the Rate Card and which will be incurred by the Supplier to implement the Exclusive TQ Change; and
- 8.6.3 be consistent with the costs applicable to any relevant costed change scenario set out in Schedule 6 (*Pricing Schedule*) or, where no costed change scenario for the applicable TQ Change is set out in Schedule 6 (*Pricing Schedule*), be calculated on the same basis and using the same logic and inputs as those which applied to determine the costs for the costed change scenarios, as such logic and inputs may be amended only to the extent as is necessary to reflect the TQ Change in question.
- 8.7 Where the TQ Change is an Inclusive TQ Change, the Supplier shall implement such Inclusive TQ Change at the cost of the Supplier and there shall be no additional Charges or Fees as a result of such Inclusive TQ Change.
- 8.8 The Supplier shall obtain the Authority's prior written agreement before implementing any TQ Change which, in the case of an Exclusive TQ Change, shall be in the form of an executed Variation to this Contract. Following such agreement the Supplier shall, unless otherwise agreed with the Authority, implement:
  - 8.8.1 Inclusive TQ Changes such that the updated TQ is ready for teaching to new Students in the next Academic Year following the date of such agreement; and
  - 8.8.2 Exclusive TQ Changes such that the updated TQ is ready for teaching to new Students in the second Academic Year following the date of such agreement,

provided that in each case that the Supplier shall continue to make available the version of the TQ prior to such TQ Change as is necessary to support continuing Students who commenced their studies on such version of the TQ prior to the implementation of such TQ Change.

- 8.9 The Supplier shall consult with a representative sample of relevant Employers and take into account the output of consultation with such Employers as appropriate in relation to any TQ Change in accordance with the Service Requirements and shall provide the Authority with evidence of such consultation.
- 8.10 If the Supplier makes any Inclusive TQ Changes, the Supplier must resubmit the TQ documentation including any Products (as amended to reflect the TQ Change in question) to the Authority for agreement by the relevant date prescribed by the TQ Content Updating Schedule, unless otherwise agreed with the Authority, before (where applicable) making the relevant revised version of the TQ available to Approved Providers for delivery to Students.
- 8.11 If the Supplier makes any Exclusive TQ Changes, the Supplier must resubmit the TQ documentation including any Products (as amended to reflect the TQ Change in question) to the Authority for IfATE Approval by the relevant date prescribed by the TQ Content Updating Schedule, unless otherwise agreed with the Authority, before (where applicable) making the relevant revised version of the TQ available to Approved Providers for delivery to Students and the provisions of clause 5.13 shall apply to such amended TQ documentation as if references to the "Final Submission" (or "Final ReSubmission" (as the case may be)) in that clause 5.13 are references to the "TQ documentation including any Products (as amended to reflect the TQ Change in question)"; reference to the "Final Approval Milestone" is a reference to the "TQ Change in question"; and references to payment refer to payment of any charges agreed in the applicable Variation.
- 8.12 Unless otherwise agreed with the Authority in writing, any agreed or approved (as the case may be) updates to the TQ must (where applicable) be made available to Approved Providers by the Supplier by the relevant date prescribed by the TQ Content Updating Schedule.

## 9 Record keeping, monitoring and reporting

9.1 Without prejudice to clause 5.5 (*Developing the TQ and achieving IfATE Approval*) and clause 7.6 (*Interaction with Providers*), the Supplier shall:

- 9.1.1 monitor and report (in an Operational Delivery Report) its performance of the Services (other than the Initial Development Services) in accordance with Schedule 15 (*Monitoring of Performance*) and the Parties agree that the provisions of such Schedule 15 (*Monitoring of Performance*) shall apply to determine (amongst other things) the process following (and the outcome of) such monitoring and reporting (including in relation to the carrying out of the Performance Review Meeting and the requirement for and consequences of any KPI Improvement Plan); and
- 9.1.2 comply with the record keeping and reporting obligations set out in paragraphs 5, 8 and 10 of Part 1 of the Service Requirements.
- 9.2 The Supplier must allow, and must ensure that any Key Subcontractor allows, any Auditor access to the Supplier's or Key Subcontractor's premises and/or systems (including IT systems), as relevant, to Audit everything to do with this Contract and/or to obtain any information required in relation to any investigation by Ofqual.
- 9.3 The Supplier must provide, and must ensure that any Key Subcontractor provides, information to the Auditor and reasonable co-operation at the Auditor's request to enable any Audit to be undertaken.
- 9.4 The Supplier must create and maintain throughout the Term a full and accurate version control log recording all TQ Changes made during the Term.
- 9.5 The Supplier shall maintain and shall promptly, following a written request by the Authority, provide to the Authority, the following:
  - 9.5.1 the Supplier's detailed and up to date cost model for the provision of the Services under this Contract including a future projection for the remaining Term;
  - 9.5.2 details of the income received by the Supplier through the provision of the Services during the Term to date, including a breakdown by service and customer and a future projection for the remaining Term; and
  - 9.5.3 the Supplier's calculation of the overall level of profit it has achieved during the Term to date through the Services provided under this Contract.

### 10 Staff Transfer

- 10.1 The Parties agree that:
  - 10.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 21 (Staff Transfer) shall apply; and
  - 10.1.2 Schedule 12 (Exit Management) shall apply on the expiry or termination of the Services or any part of the Services.

## 11 Supplier Staff and Subcontracting

## **Supplier Staff**

- 11.1 The Supplier Staff involved in the performance of this Contract must:
  - 11.1.1 be appropriately trained and qualified; and
  - be vetted using Good Industry Practice and, in the case of Supplier Staff referred to in paragraph 2.2 of Schedule 7 (*Staff (including Key Personnel*)), in accordance with paragraph 2 of Schedule 7 (*Staff (including Key Personnel*)).
- 11.2 If any default, acts, omissions, negligence and/or statements of any of the Supplier Staff involved in the performance of this Contract result in a Default, the Supplier is liable to the Authority for that Default.
- 11.3 Where the Authority decides (on reasonable grounds) that one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must, subject to clause 11.1, promptly replace them with a suitably qualified alternative.
- 11.4 If requested by the Authority, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 31 (*Preventing fraud, bribery and corruption*).

#### **Subcontracting**

11.5 The Supplier shall comply with the provisions of Schedule 8 (Supply Chain (including approved Subcontractors)) in respect of the appointment (including any proposed

- appointment) and/or management of any Subcontractor (including any Key Subcontractor).
- 11.6 Sub-contracting any part of this Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Contract.

### 12 Rights and protection

- 12.1 The Supplier warrants and represents that:
  - 12.1.1 it has full capacity and authority to enter into and to perform this Contract;
  - 12.1.2 this Contract is executed by its authorised representative;
  - 12.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
  - there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
  - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;
  - 12.1.6 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
  - 12.1.7 it is not subject to an Insolvency Event; and
  - 12.1.8 all statements made, and documents submitted, as part of the procurement of the Services (including in the Supplier's Response) are true and accurate.
- 12.2 The warranties and representations in clause 12.1 are repeated each time the Supplier provides the Services and/or supplies any Products under this Contract.
- 12.3 The Supplier indemnifies the Authority in full against all Losses suffered or incurred by the Authority arising out of or in connection with third party claims that result from the provision of the Services including the supply of the Products.
- 12.4 All claims indemnified under this Contract (including for the avoidance of doubt any indemnified IPR Claim) must use the process set out in clause 30 (*Dealing with claims*).

- 12.5 The Authority can, even if it has made a claim in respect of the breach, still terminate this Contract for breach of any warranty or indemnity where it is entitled to do so.
- 12.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

### 13 <u>Intellectual Property Rights</u>

### Vesting, ownership, and licences of rights in TQ materials

- 13.1 The Supplier agrees to deliver such materials, and to assign or licence all IPR in such materials, as it creates, identifies for use, or uses as part of or for the Operation of the TQ to which the Authority and/or a Replacement Supplier with Relevant Competence would reasonably require access:
  - 13.1.1 for the Authority to carry out its activities in relation to the T Level and TQ, including the approval, oversight and maintaining the integrity of the T Level and TQ;
  - 13.1.2 for the transfer of the Operation of the TQ to a Replacement Supplier; and
  - 13.1.3 for the Replacement Supplier to Operate (including maintaining the integrity of, modifying and developing) the TQ,

in a seamless, Transparent manner; and

- 13.1.4 to compete openly and effectively any future competition or tender for the Operation of the TQ or a Replacement TQ.
- 13.2 Without limiting the generality of clause 13.1:
  - the Supplier agrees to assign to the Authority all IPR in the Key Materials (including in Products) in accordance with the TQ Assignment and Licence;
  - 13.2.2 the Supplier agrees to licence the Authority, with the right to sublicense, all IPR in the Ancillary Materials, in accordance with the TQ Assignment and Licence; and
  - in respect of any IPR in Key Materials, to the extent that the same are not at the relevant time vested absolutely in the Authority, the Supplier agrees to license the Authority, with the right to sublicense, such IPR in Key Materials, in accordance with the TQ Assignment and Licence.

- 13.3 Except as set out above or otherwise expressly provided in this Contract:
  - 13.3.1 the Authority shall not by virtue of this Contract acquire title to or rights in any Background IPR owned by the Supplier or any third party; and
  - 13.3.2 the Supplier shall not by virtue of this Contract acquire title to or rights in any Background IPR owned by the Authority or licensed by any third party to the Authority.
  - 13.4 Without prejudice to the other provisions of this Contract, the assignments and licences referred to in clause 13.2 shall be subject to the terms of the TQ Assignment and Licence (during and after the Term), including the warranties and representations set out in the TQ Assignment and Licence. The Authority and the Supplier will enter into the TQ Assignment and Licence in the form set out in Schedule 14 (Form of Assignment and Licence) on the Effective Date.

## Rights granted to the Supplier

- 13.5 The Authority hereby grants to the Supplier a non-exclusive worldwide, royalty free licence with the right to sublicense, subject to, and in accordance with, the terms of this Contract, to use:
  - the Former Supplier's TQ Specification and, if relevant, the Outline Content;
  - 13.5.2 the IfATE Data; and
  - any Authority Background IPR in other materials specifically identified for use in the provision of the Services in accordance with this sub-clause,

during the Term, solely in relation to the provision of the Services.

- 13.6 The Authority hereby grants to the Supplier, in so far as any relevant Intellectual Property Rights have been assigned to the Authority or are otherwise at the time vested in the Authority in accordance with clause 13.2 a worldwide, royalty free licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during the Term in relation to the TQ subject to, and in accordance with, the relevant terms of this Contract.
- 13.7 Subject to clause 13.8, the licence to the Supplier under clause 13.6 shall be exclusive during the Term solely in respect of use of the Key Materials for the provision of the Services in respect of the Exclusive Cohorts.

# Rights retained by the Authority for its activities related to the provision of the Services

- 13.8 The Authority will retain:
  - 13.8.1 (for the avoidance of doubt) the non-exclusive right to use the Key Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and
  - the right to use the Key Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials:
    - (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, where such competition or tender is for such delivery and Operation during any Transition Period and/or following expiry or termination of this Contract (ie the End Date); and
    - (ii) to deliver and Operate the TQ and/or any Replacement TQ, during any Transition Period; and
  - 13.8.3 the right to sub-license others to exercise the rights set out in this clause 13.8.

#### Confirmation of rights, marking and branding of Materials

The Supplier shall, on any copy of any materials in which copyright belongs to the Authority, prominently mark such material with a notice saying: "Copyright in this [DOCUMENT/section of DOCUMENT] belongs to, and is used under licence from, the Institute for Apprenticeships and Technical Education [DATE]" or such other notice as the Authority may reasonably require by notice to the Supplier from time to time. Without prejudice to any rights granted to the Authority under this Contract, in the case of each Deliverable the Supplier shall deliver a certificate in the form annexed to the TQ Assignment and Licence confirming that ownership in the IPR in that Deliverable is vested in the Authority, or where it asserts that IPR in the Deliverable or certain parts of it do not vest in the Authority, identifying specifically those parts and the scope of rights it asserts the Supplier has in respect of the same.

- 13.10 The Supplier may use its name, logos, trade marks and/or other signs which refer to the Supplier on Key Materials and Ancillary Materials and other materials used in the Operation of the TQ or to promote the TQ which are of the type set out in the T Level Branding Guidelines, provided that any such use shall be strictly as set out in the T Level Branding Guidelines. Without prejudice to the last sentence, the Supplier shall, on notice from the Authority, provide representative samples of all such use, and, if the notice so requests, provide such samples a reasonable period in advance of any proposed such use together with a period (not being less than 7 Working Days) for comment. The Authority may notify the Supplier within such period of any comments, including any requirements it has in respect of such use, and, the Supplier shall take reasonable account of any such comments and comply with any reasonable requirements of the Authority so notified.
- 13.11 The Supplier shall not use its name, logos, trade marks and/or other signs which refer to the Supplier, in a trade mark manner or as any designation of origin, on any material referred to in clause 13.10 or otherwise in connection with its Operation of T Levels or T Level technical education qualifications (including the TQ), except as provided in clause 13.10 or otherwise with the specific Approval of the Authority; and in any event any use of its name, logos, trade marks and/or other signs which refer to the Supplier in connection with the T Level or T Level technical education qualifications (including the TQ) shall not be such as to make, suggest or imply any connection between the Authority or any T Levels or any T Level technical education qualifications and the Supplier, or endorsement by the Authority or the Department, other than as arises under this Contract or any other contract for the supply of T Level technical education qualifications.

## 13.12 The Supplier shall:

- apply to all Key Materials and Ancillary Materials provided to any third party, the Authority's name and logo in such manner as is reasonably prescribed from time to time in writing by the Authority; and
- 13.12.2 use in respect of the TQ, including, unless otherwise agreed with the Authority, on all Key Materials and Ancillary Materials, such descriptive name (for example in the form: "[technical qualification] in Construction") as is determined by the Authority or proposed by the Supplier and agreed by the Authority,

provided that such use shall at all times be in strict accordance with the other provisions of this Contract, the T Level Trade Mark Licence, and any style guides or other instructions issued from time to time by the Authority.

## Supplier's operation of other qualifications

- 13.13 The Supplier shall not, within or outside England, offer or promote any qualification other than the TQ as:
  - 13.13.1 being the TQ (or any other technical qualification forming part of a T Level) or T Level (or part of a T Level);
  - 13.13.2 being identical in terms of content and assessment requirements to the TQ (or any other technical qualification forming part of a T Level) or T Level and/or including identical components to the TQ (or any other technical qualification forming part of a T Level) or T Level; or
  - 13.13.3 demonstrating the same level of occupational competence as the TQ (or any other technical qualification forming part of a T Level) or T Level,

provided always that nothing in this Contract shall prevent the Supplier from offering or promoting the technical qualification element of a T Level under a separate contract with the Authority in connection with the making available of that technical qualification.

- 13.14 The Supplier may only re-use the whole of the TQ in an un-amended or materially unamended form, other than as part of the Services during the Term, as follows:
  - in the Operation of qualifications for any of the Devolved Administrations, with the specific Approval of the Authority;
  - in the Operation of qualifications in England intended for and only marketed to students who are not in the category known as "16 to 19 year old", with the specific Approval of the Authority; and
  - 13.14.3 in the Operation of qualifications outside the UK, save in any jurisdictions the Authority excludes by notice to the Supplier,

provided in each case that the name "T Level" is not used in the qualification or any marketing or promotion of the qualification, and that it is at all times clear and made clear to students and other third parties that the qualification does not form and cannot be used as any part of a T Level

13.15 Subject to clauses 13.13 and 13.14, nothing in this Contract or the TQ Assignment and Licence shall restrict or prevent the Supplier from continuing to offer and update its existing qualifications (including technical qualifications), from offering new technical qualifications, or from using elements of the Key Materials in the operation of qualifications other than the TQ.

#### Dealing with intellectual property claims

- 13.16 If there is an IPR Claim, the Supplier indemnifies the Authority against all Losses suffered or incurred by the Authority as a result.
- 13.17 Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer in writing assigning the IPR to the other Party on request and at its own cost.
- 13.18 Clause 13.16 shall not apply to the extent that the IPR Claim is caused by the Authority's use of the relevant IPR in breach of the terms of this Contract.
- 13.19 In the event that any Third Party IPR is included in the Key Materials, Ancillary Materials, or other Deliverables under this Contract, the Supplier shall ensure that it has or acquires sufficient rights to any such Third Party IPR to enable it to enter into any applicable assignments and to grant any applicable licences under this Contract.

#### Portability of the TQ

13.20 The Supplier shall, where possible, ensure that its design and development of the TQ enables the transfer of the materials described in clause 13.1 to a Future Supplier without requiring use by such Future Supplier of any underlying proprietary system or platform which does not form part of the Key Materials or Ancillary Materials.

### 14 What may happen if there are issues with your provision of the Services

- 14.1 The Supplier must notify the Authority promptly in writing if:
  - 14.1.1 it becomes aware of any problem or complaint from any individual or organisation in relation to the making available and/or operation of the TQ;

- 14.1.2 it makes any changes to its management, governance, organisational and/or operational structure or capacity from that which is set out in the Supplier's Tender which shall or may be material to the provision of the Services;
- 14.1.3 it becomes aware of any circumstances relating to the Supplier or any Subcontractor which shall or may bring into disrepute and/or diminish the trust that the public places in the Authority, the Department or the ESFA and/or the T Levels Programme (including any Conflict of Interest (as contemplated by clause 36 (*Conflict of interest*)) and/or any child protection and/or data handling issues and/or incidents);
- 14.1.4 it becomes aware of any issue which shall or may have an adverse impact on Students studying for the TQ;
- 14.1.5 it is required, pursuant to the Conditions of Recognition, to notify Ofqual of any event that has occurred (or is likely to occur) which it has cause to believe could have an "Adverse Effect" (as defined in the Conditions of Recognition);
- 14.1.6 any of the circumstances in clause 15.7 (*Ending or extending this Contract*) occur; or
- 14.1.7 a Critical Service Failure occurs.

#### 14.2 If:

- the Supplier has failed to make the Submission for the relevant Interim Milestone on or prior to the Submission Date for that relevant Interim Milestone;
- 14.2.2 the Authority reasonably believes that:
  - (i) the Supplier is not likely to achieve IfATE Approval by the Final Approval Milestone Date;
  - (ii) the Authority is likely to need to withdraw IfATE Approval;
  - (iii) Ofqual is likely to need to withdraw Ofqual Recognition;

- the Authority has obtained information giving rise to reasonable concerns about the ability of the Supplier to deliver the Services and the Authority has provided such information to the Supplier and given the Supplier a reasonable opportunity (in the circumstances) to respond to such information and any such response fails to address such concerns to the satisfaction of the Authority;
- 14.2.4 the Supplier fails, in the opinion of Ofqual, to comply with any Condition of Recognition;
- the Supplier is under investigation and/or subject to regulatory enforcement by Ofqual or has had any direction issued by Ofqual in respect of it;
- 14.2.6 the Supplier fails to comply with and/or implement (as the case may be) the whole or any part of the Implementation and Delivery Plan in any material respect;
- 14.2.7 the Supplier fails to deliver the Services in accordance with the Resource Plan in any material respect;
- 14.2.8 the circumstances referred to in paragraph 2.3.2 of Schedule 15 (Monitoring of Performance) occur;
- 14.2.9 a Supplier Termination Event has occurred; and/or
- 14.2.10 any act or omission of the Supplier in relation to the TQ in breach of this Contract occurs which shall or may have a material adverse impact on Students and/or the TQ including any such act or omission which:
  - (i) gives rise to prejudice to Students or potential Students; or
  - (ii) adversely affects:
    - (A) the ability of the Supplier to undertake the development, delivery or award of the TQ in accordance with its Conditions of Recognition;
    - (B) the standards of the TQ which the Supplier makes available or proposes to make available; or
    - (C) public confidence in the TQ,

the Authority may issue written notification of Designated Action to the Supplier, following which the Supplier shall comply with the Designated Action in accordance with any timeframe stated in such notification. In the event that, for any reason, the Supplier is unable to comply with the Designated Action notification, the Supplier shall promptly notify the Authority and shall explain the reason why it is unable to so comply.

- 14.3 In the event of a Critical Service Failure, in addition to the rights of the Authority under clause 14.2 (What may happen if there are issues with your provision of the Services) and 15.3 (Ending or extending this Contract), the Authority may by serving written notice on the Supplier:
  - 14.3.1 suspend and/or restrict any elements (in full or part) of the Services for the remainder of the Term, including a permanent prohibition or restriction on the Supplier from providing the Services (including making the TQ and/or any Products available to Approved Providers):
    - (i) to Cohorts (including any Exclusive Cohort) in respect of which Students are already registered for the TQ; and/or
    - (ii) in respect of any further Cohorts (including any Exclusive Cohort);
  - 14.3.2 reduce the Term by one or more periods of 12 months as specified in such notice and accordingly remove one or more Cohorts from the Exclusive Cohorts; and/or
  - 14.3.3 require the Supplier to comply with specified performance improvement conditions in relation to the Services, failing which the Term will reduce by one or more periods of 12 months as specified in such notice and the final Cohort will then be removed from the Exclusive Cohorts.
- 14.4 Nothing in this Contract (and no action by the Authority) shall be construed so as to limit or restrict the ability of Ofqual to take action under its statutory powers and in the event of any Dispute arising out of or in connection with Ofqual Recognition and/or any Condition of Recognition the provisions of clause 38.7 (*Resolving disputes*) will apply.
- 14.5 The Supplier shall provide (and shall procure that its Subcontractors provide) all information and cooperation as is required by the Authority to enable the Authority to investigate any alleged breach by the Supplier of its obligations under this Contract.

14.6 The Authority may withdraw IfATE Approval by notice in writing to the Supplier in circumstances where the requirements for IfATE Approval are no longer met by the Supplier. The Authority shall notify the Supplier in advance in writing of its proposal to withdraw IfATE Approval and shall provide a reasonable opportunity for the Supplier to make representations in relation to such proposal, and the Authority shall take such representations into account in determining whether to proceed to withdraw IfATE Approval.

## 15 Ending or extending this Contract

15.1 This Contract ends on the End Date.

## **Extending this Contract**

15.2 The Authority can extend this Contract for an Extension Period by giving the Supplier written notice prior to the start of the Academic Year in which the final Exclusive Cohort commences the TQ.

#### When the Authority can end this Contract

- 15.3 If a Supplier Termination Event occurs, the Authority has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier, unless the Supplier Termination Event occurs as a result of a breach of this Contract by the Authority, but only insofar as the Authority's breach is not itself caused by a breach by the Supplier of the Supplier's obligations under this Contract.
- 15.4 Nothing in clause 38 (Resolving Disputes) shall prevent or restrict the Authority from exercising its rights under clause 15.3.

#### What happens if this Contract ends

- 15.5 Where the Authority terminates this Contract, all of the following apply:
  - the Supplier shall apply to Ofqual, in accordance with the instructions of the Authority, for its Ofqual Recognition in respect of the TQ to be withdrawn;
  - 15.5.2 the accumulated rights of the Authority are not affected;
  - the Authority grants to the Supplier a non-exclusive worldwide, royalty free irrevocable licence to use the IfATE Data solely to the extent that such IfATE Data consists of: (i) information relating to the identities of Providers

and persons engaged by them, which it shall be entitled to use for any purpose; and (ii) Student Related Data provided that no individual Student can be identified from such Student Related Data, which it shall be entitled to use for research purposes in order to develop or improve upon any Supplier qualification (including material prepared, and training provided, in support of such qualification);

- the Supplier must promptly return (or, where required by the Authority, delete) the IfATE Data except where required to retain copies by Law, the Conditions of Recognition, or for the purposes of exercising its rights under the licence granted under clause 15.5.3.
- the Supplier must promptly return any of the Authority's property provided to it under this Contract;
- the Supplier must at no cost to the Authority reasonably co-operate in the re-procurement and/or handover of the Services (including to a Replacement Supplier);
- 15.5.7 the Supplier must comply with the relevant provisions of Schedule 12 (*Exit Management*); and
- this clause 15.5 and the following clauses survive the termination of this Contract: clauses 9, 12.3, 13, 16, 18, 19, 20, 22, 38 and 39 and any clauses and/or Schedules which are expressly or by implication intended to continue.

#### When the Supplier can end this Contract

- 15.6 The Supplier can terminate this Contract by issuing a Termination Notice if the Authority fails to pay any Charges which have fallen due under this Contract and which are directly payable by the Authority within 30 days of the date of a Reminder Notice issued by the Supplier in respect of such sum.
- 15.7 If the Supplier terminates this Contract under clause 15.5:
  - the Authority must promptly pay all outstanding Charges referred to in clause 15.5 to the Supplier; and
  - 15.7.2 clauses 15.5.1 to 15.5.8 shall apply.

#### When Sub-Contracts can be ended

- 15.8 At the Authority's request, the Supplier must terminate (or procure the termination of (as the case may be)) any Sub-Contracts in any of the following events:
  - there is a change of Control of the relevant Subcontractor which is not preapproved in writing by the Authority and which the Authority believes shall or may have an adverse impact on the Services;
  - 15.8.2 the acts or omissions of the relevant Subcontractor have caused or materially contributed to a right of the Authority to terminate this Contract;
  - a Supplier Termination Event is caused or contributed to by the relevant Subcontractor or where any analogous events referred to in limbs (b), (d), (e), (f), (g), (h), (j) or (l) of the definition of Supplier Termination Event occurs in respect of the Subcontractor; or
  - the relevant Subcontractor sub-contracts any of its obligations in relation to the Services in breach of the requirements of this Contract.

#### 16 How much each Party can be held responsible for

- 16.1 Subject to the following provisions of this clause 16 each Party's total aggregate liability under this Contract (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1,000,000.
- 16.2 No Party is liable to the other for:
  - 16.2.1 any indirect, special, or consequential Loss; or
  - 16.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect), provided always that, subject to clause 16.1, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority, the Department and/or the ESFA, to the extent that they arise as a result of a Default by the Supplier:
    - (i) any additional operational and/or administrative costs and expenses, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

- (ii) any wasted expenditure or charges;
- (iii) the additional cost of procuring Replacement Services for the remainder of the Contract Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Contract;
- (iv) any compensation or interest paid to a third party by the Authority; and
- (v) any fine or penalty pursuant to Law and any costs in defending any proceedings which result in such fine or penalty.
- 16.3 The Authority does not give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for purpose of any data information and/or documentation disclosed by or on behalf of the Authority prior to or after the Effective Date and neither the Authority nor any of its employees or agents shall be liable (howsoever arising) for any inaccuracy, omission, unfitness for purpose or inadequacy of any kind whatsoever in any such data information and/or documentation.
- 16.4 Nothing in this Contract shall operate to exclude or limit the liability of either Party in relation to the following:
  - 16.4.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - 16.4.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
  - 16.4.3 any liability that cannot be excluded or limited by Law.
- 16.5 Each Party must use its reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including where any such Losses are covered by an indemnity.
- 16.6 When calculating the Supplier's liability under clause 16.1, Losses covered by Required Insurances will not be taken into consideration.

#### 17 <u>Insurance</u>

17.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations, the Supplier shall take out and maintain at its own cost, or

- procure the taking out and maintenance of, the Required Insurances. The Supplier shall ensure that each of the Required Insurances is effective no later than the date on which the relevant risk commences.
- 17.2 The Required Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 17.3 The Required Insurances shall be taken out and maintained with insurers who are: (a) of good financial standing; (b) appropriately regulated; and (c) of good repute in the international insurance market.
- 17.4 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.
- 17.5 Where the Supplier has failed to purchase any of the Required Insurances or maintain any of the Required Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Required Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
- 17.6 The Supplier shall upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in full force and effect and meet in full the requirements of this clause 17. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.
- 17.7 The Supplier shall ensure that the public and products liability policy forming part of the Required Insurances shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third-party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

## 18 <u>Data protection and information</u>

- 18.1 Each Party shall comply with the Data Protection Legislation.
- 18.2 The Supplier must ensure that Personal Data is Processed in accordance with Schedule 9 (*Data Handling and Security Management*).
- 18.3 The Supplier must not remove any ownership or security notices in or relating to the IfATE Data.
- 18.4 The Supplier must make accessible back-ups of all IfATE Data, stored in an agreed off-site location. The Supplier must send the Authority copies every six Months of the Ancillary Materials and the Key Materials (in each case to the extent that these have not already been provided to the Authority), and any further information falling within the definition of IfATE Data as may be requested by the Authority in writing from time to time.
- 18.5 The Supplier must ensure that any Supplier system holding any IfATE Data, including back-up data, is a secure system that complies with the Security Policy and the relevant provisions of Schedule 9 (*Data Handling and Security Management*).
- 18.6 If at any time the Supplier suspects or has reason to believe that the IfATE Data provided or generated under this Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.
- 18.7 If the IfATE Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:
  - 18.7.1 tell the Supplier to restore or get restored IfATE Data as soon as practical but no later than 5 Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
  - 18.7.2 restore the IfATE Data itself or using a third party.
- 18.8 The Supplier must pay each Party's reasonable costs of complying with clause 18.7 unless the Authority is at fault.
- 18.9 The Supplier:
  - 18.9.1 must provide the Authority with all IfATE Data in an agreed open format within 10 Working Days of a written request;

- 18.9.2 must have documented processes to guarantee prompt availability of IfATE Data if the Supplier stops trading;
- 18.9.3 must securely destroy all Storage Media that has held IfATE Data at the end of life of that media using Good Industry Practice;
- 18.9.4 must securely erase all IfATE Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it; and
- 18.9.5 indemnifies the Authority against any and all Losses suffered or incurred by the Authority if the Supplier and/or any Key Subcontractor breaches this clause 18 and/or any Data Protection Legislation.

## 19 What must be kept confidential

#### **Confidential Information**

- 19.1 Each Party must, subject to the following provisions of this clause 19;
  - 19.1.1 keep all Confidential Information it receives confidential and secure;
  - 19.1.2 not disclose, use or exploit the Confidential Information disclosed by the Disclosing Party without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and
  - 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2 Notwithstanding clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
  - 19.2.1 where disclosure is required by applicable Law or by a court with the required jurisdiction, if the Recipient Party (to the extent that it is permitted to do so by such applicable Law or by such court) notifies the Disclosing Party in advance of disclosure of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed to it by the Disclosing Party;

- 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 19.2.4 if the information was in the public domain at the time of the disclosure;
- 19.2.5 if the information was independently developed without access to the Confidential Information of the Disclosing Party;
- 19.2.6 to its auditors or for the purposes of regulatory requirements;
- 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis:
- 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010; and/or
- 19.2.9 where disclosure is permitted in accordance with Schedule 4 (*Cooperation*).
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier must ensure that the Supplier Staff enter into a direct confidentiality agreement with the Authority at the Authority's request.
- 19.4 The Authority may disclose Confidential Information in any of the following cases:
  - 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Authority;
  - on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;
  - 19.4.3 where permitted by the Apprenticeships, Skills, Children and Learning Act 2009, (including to the Department, ESFA or Ofqual and as contemplated by clause 5.14 (*Developing the TQ and achieving IfATE Approval*);
  - 19.4.4 if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

- 19.4.5 where requested by Parliament;
- 19.4.6 under clauses 4.10 (*Pricing and payments*) and 20 (*When information can be shared*); or
- 19.4.7 save for Exit Information, where the information was generated as part of the provision of the Services.
- 19.5 For the purposes of clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in this clause 19.

#### Student Related Data

- 19.6 The Supplier must:
  - 19.6.1 keep all Student Related Data confidential and secure;
  - 19.6.2 immediately notify the Authority if it suspects unauthorised access, copying, use or disclosure of the Student Related Data.
- 19.7 The Supplier shall not store, copy, disclose, or use the Student Related Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.

#### **Transparency Information and other disclosures**

- 19.8 Transparency Information and any information which is exempt from disclosure by clause 20 (*When information can be shared*) is not Confidential Information.
- 19.9 The Supplier must not make any press announcement or publicise this Contract or the output of the Services (including the Student Related Data) without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## 20 When information can be shared

- 20.1 The Supplier acknowledges that:
  - 20.1.1 the Transparency Reports; and

20.1.2 the content of this Contract, including any changes to this Contract agreed during the Term, except for (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and (ii) Commercially Sensitive Information,

(together the "Transparency Information") is not Confidential Information.

- 20.2 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.
- 20.3 Within the timescales required by the Authority, the Supplier must give the Authority full co-operation and information needed so the Authority can:
  - 20.3.1 publish the Transparency Information; and
  - 20.3.2 comply with any Request for Information.
  - 20.4 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose information (including Confidential Information and Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. However, to the extent that it is permitted to do so (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA), the Authority shall, in relation to any Request for Information relating to Confidential Information or Commercially Sensitive Information of the Supplier:
    - 20.4.1 notify the Supplier of such Request for Information as soon as is reasonably practicable; and
    - 20.4.2 allow the Supplier to make representations in relation to any exemptions the Supplier considers may apply to the disclosure of its information under the Request for Information and take such representations into account when making its decision of what it will disclose.
- 20.5 Notwithstanding any other provision in this Contract, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

#### 21 <u>Invalid parts of this Contract</u>

21.1 If any part of this Contract is held to be void or otherwise unenforceable by any court of competent jurisdiction, such part shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.

## 22 No other terms apply

22.1 The provisions incorporated into this Contract are the entire agreement between the Parties. This Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## 23 Other people's rights in this Contract

- 23.1 The Department may enforce any of the Authority's rights under this Contract in relation to which the Department is to benefit. The Department's consent is not required to amend this Contract.
- 23.2 Save as provided in clause 23.1 or expressly stated in this Contract, no third parties shall be entitled to enforce any term of this Contract.

## 24 <u>Circumstances beyond either Party's control</u>

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
  - 24.1.1 provides a Force Majeure Notice to the other Party; and
  - 24.1.2 uses all reasonable measures to reduce the impact of the Force Majeure Event.
- 24.2 The Authority can terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 24.3 Where the Authority terminates under clause 24.2:
  - 24.3.1 each Party must cover its own Losses; and
  - 24.3.2 subject to clause 24.3.1, clause 15.4 applies.

- 24.4 Neither Party can rely on clause 24.1 where the inability to perform its obligations arises, directing or indirectly, due to the exit from the European Union by the United Kingdom.
- 24.5 The Supplier may not rely on clause 24.1 to the extent that the inability to perform its obligations arises directly or indirectly out of a failure by the Supplier to comply with its Business Continuity Plan.

## 25 Relationships created by this Contract

25.1 This Contract does not create a partnership, joint venture or employment relationship.

The Supplier must represent itself accordingly and ensure the Supplier Staff do so.

## 26 Giving up contract rights

26.1 A partial or full waiver or relaxation of the terms of this Contract by one Party is only valid if it is stated to be a waiver in writing to the other Party.

## 27 Transferring responsibilities

- 27.1 The Supplier must not assign, transfer or otherwise dispose of its rights, obligations and/or liabilities under the whole or any part of this Contract without Approval.
- 27.2 The Authority can assign, novate or transfer this Contract or any part of it to any Crown Body, public sector body or private sector body which performs the functions of the Authority.
- 27.3 The Supplier must enter into a novation agreement in the form that the Authority specifies where the Authority wishes to exercise its rights under clause 27.2.
- 27.4 The Supplier can terminate this Contract novated under clause 27.2 to a private sector body where an Insolvency Event occurs in respect of that private sector body.
- 27.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

#### 28 Changing this Contract

28.1 If any change is required which is an Inclusive TQ Change, clause 8 (*TQ Changes*) shall apply in relation to such change, and this clause 28 shall not apply to any Inclusive TQ Change.

- 28.2 Either Party can request a Variation to this Contract, including the addition or removal of one or more Occupational Specialist Components.
- 28.3 The Supplier cannot unreasonably withhold or delay their consent to a Variation to this Contract.
- 28.4 The Supplier must provide an Impact Assessment either:
  - 28.4.1 with the Variation Form, where the Supplier requests the Variation; or
  - 28.4.2 within the time limits included in a Variation Form where the Authority requests the Variation.
- 28.5 If the Variation cannot be agreed or resolved by the Parties, the Authority can either:
  - 28.5.1 agree that this Contract continues without the Variation; or
  - 28.5.2 treat such failure as a Dispute which shall be addressed through the Dispute Resolution Procedure.
- 28.6 A Variation of this Contract is only effective if agreed in writing and signed by both Parties.
- 28.7 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges and/or the Fees in respect of that change.
- 28.8 If there is a Specific Change in Law or one is likely to happen during the Contract Period, the Supplier must give the Authority notice of the likely effects of the Specific Change in Law as soon as reasonably practical. The Supplier must also say if it thinks any Variation is needed either to the Services, the Products and/or this Contract and provide evidence:
  - 28.8.1 that the Supplier has kept costs as low as possible and/or maximised any cost savings (as the case may be) including any Subcontractor costs; and
  - 28.8.2 of how it has affected or will affect the Supplier's costs and/or those of any Subcontractor.
- 28.9 Any Variation because of a Specific Change in Law must be implemented using clauses 28.1 to 28.6.

- 28.10 If another awarding organisation has a contract with the Authority for the provision of services similar to the Services to deliver a different technical qualification as part of the T Levels Programme and that other awarding organisation suffers a Supplier Termination Event following which its contract with the Authority is terminated or the relevant contract is otherwise lawfully terminated, the Supplier agrees that the Authority shall have the option to request that the Supplier takes over the delivery of that different technical qualification and any related services as a Variation, which will be implemented using clauses 28.1 to 28.6. The Charges and Fees relating to such a Variation shall be agreed between the Parties as part of the Impact Assessment for the relevant Variation, each Party acting reasonably and promptly, prior to the Supplier commencing work on the Variation. The relevant Charges and Fees shall:
  - 28.10.1 be a reasonable cost for implementing the Variation in the circumstances;
  - 28.10.2 take into account the charges and fees that the other awarding organisation was charging in relation to that different technical qualification prior to suffering the Supplier Termination Event; and
  - 28.10.3 take into account and be calculated using:
    - (i) for personnel related costs and other relevant charges which are set out in the Rate Card, the applicable Rate Card rates; and
    - (ii) reasonable charges for any non-personnel related costs which are not included in the Rate Card and which will be incurred by the Supplier to implement the Variation; and
    - (iii) the same basis and the same logic used by the Supplier to determine the relevant costs, Charges and Fees for the Services.

#### 29 How to communicate about this Contract

29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise, the notice is effective on the next Working Day. Unless expressly stated in this Contract or otherwise communicated in writing by the Authority, an email is not effective notice unless also sent by post or delivered by hand on the same day. For the avoidance of doubt, this clause 29.1 does not apply to a Variation, which must be implemented in accordance with clauses 28.2 to 28.6.

- 29.2 Subject to clause 29.1, notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Authority's Head of Commercial Delivery Management and the Authority's General Counsel
- 29.3 Subject to clause 29.1, notices to the Supplier must be sent to the Supplier Authorised Representative's address and email address.
- 29.4 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

#### 30 Dealing with claims

- 30.1 If a Beneficiary is notified of or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
  - 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - 30.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim or enter into any agreement or compromise in relation to the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation (or, in the case of the Authority as a Beneficiary, the reputation of the Authority, the Department and/or the ESFA or the wider T Levels Programme).
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the relevant Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
  - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

## 31 <u>Preventing fraud, bribery and corruption</u>

- 31.1 The Supplier must not during the Term:
  - 31.1.1 commit a Prohibited Act or any other criminal offence in regulations 38(8), 38(9) and/or 38(10) of the Regulations; and/or
  - 31.1.2 do or allow anything which would cause the Authority, including any of its employees, consultants, contractors, subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Term:
  - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
  - 31.2.2 keep full records to show it has complied with its obligations under this clause 31 and give copies to the Authority on request; and
  - 31.2.3 if required by the Authority, within 20 Working Days of the Effective Date, and then annually, certify in writing to the Authority, that it has complied with this clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Authority if it becomes aware of any breach of clauses 31.1 or 31.2, or has any reason to think that it, or any of the Supplier Staff, has either:
  - 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;

- 31.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any Crown Body;
- 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; or
- 31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Authority as required by clause 31.3, the Supplier must respond promptly to the Authority's further enquiries, co-operate with any investigation and allow the Audit of any relevant books, records and documentation.
- 31.5 In any notice the Supplier gives under clause 31.4 it must specify the:
  - 31.5.1 Prohibited Act;
  - 31.5.2 identity of the party who it thinks has committed the Prohibited Act; and
  - 31.5.3 action it has decided to take.

#### 32 Equality, diversity, human rights and modern slavery

- 32.1 The Supplier must perform its obligations under this Contract (including those in relation to the Services), in accordance with:
  - 32.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
  - 32.1.2 any other requirements and instructions which the Authority reasonably imposes related to equality Law.
- 32.2 The Supplier must perform its obligations under this Contract (including those in relation to the Services) giving consideration to the Authority's Equity, Diversity and Inclusion toolkit as published on the Authority's website or provided to the Supplier from time to time.

- 32.3 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.
- 32.4 The Supplier must use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains and must notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains.
- 32.5 The Supplier must at all times conduct its business in a manner that is consistent with any anti-slavery policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this clause 32.4 and/or as may be requested or otherwise required by the Authority in accordance with any Authority anti-slavery policy.

## 33 <u>Health and safety</u>

- 33.1 The Supplier must perform its obligations meeting the requirements of:
  - 33.1.1 all applicable Law regarding health and safety;
  - 33.1.2 the Authority's current health and safety policy, as provided to the Supplier, to the extent that Supplier Staff are located at any Authority premises in the course of performing the Services under this Contract.

#### 34 Environment

34.1 The Supplier must ensure that Supplier Staff are aware of and comply with the Environmental Policy.

## 35 <u>Tax</u>

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines.
- 35.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

- 35.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- 35.2.2 indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment, or claim arising from or made during or after the Term in connection with the provision of the Services by the Supplier or any Supplier Staff.

#### 36 Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Authority if a Conflict of Interest happens or is expected to happen.
- 36.3 The Authority can terminate this Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

#### 37 Reporting a breach of this Contract

- 37.1 As soon as it is aware of it, the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of:
  - 37.1.1 Law; or
  - 37.1.2 clauses 31 to 36 (inclusive).
- 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith report a breach listed in clause 37.1 to the Authority or a Prescribed Person.

#### 38 Resolving disputes

38.1 If there is a Dispute, nominated senior representatives of each Party who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

- 38.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 38.3 to 38.5.
- 38.3 Unless the Authority refers the Dispute to arbitration using clause 38.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
  - 38.3.1 determine the Dispute; and/or
  - 38.3.2 grant interim remedies, or any other provisional or protective relief.
- 38.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 38.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 38.3 unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 38.4.
- 38.6 The Supplier cannot suspend the performance of this Contract during any Dispute.
- 38.7 To the extent that a Dispute relates to whether or not the Supplier has complied with a Condition of Recognition and/or requirement of Ofqual Recognition, the Parties agree that they shall request that Ofqual shall make the final decision as to whether the requirements of that Condition of Recognition and/or Ofqual Recognition have been met and any such decision by Ofqual shall be binding on both Parties.

#### 39 Which law applies

39.1 This Contract and any issues arising out of, or connected to it, are governed by English law.

# Signed by

# **PEARSON EDUCATION LTD:**



Signed by
THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION



#### Schedule 1

#### **Definitions and Interpretation**

## 1 <u>Interpretation</u>

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (*Definitions and Interpretation*) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
  - 1.3.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.6 any reference to this Contract or to any other document shall include any variation, amendment or supplement to such document;
  - 1.3.7 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

- 1.3.8 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.9 references to "clauses" and "Schedules" are, unless otherwise provided, references to the clauses of and schedules to the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.10 references to "paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
- 1.3.11 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract.

#### 2 <u>Definitions</u>

2.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Academic Year" means 1 August to 31 July in the following calendar year;

"Additional Service" means each additional service listed in Schedule 6 (*Pricing Schedule*) and detailed in Annex 10 to the Service Requirements;

"Affected Party" means the party seeking to claim relief in respect of a Force Majeure Event;

"Affiliates" means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

"Ancillary Materials" means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for use for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier. Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) documentation which provides an overview or analysis of Student performance (including chief examiner and chief moderator reports), which include but are not limited to, examples of student responses to assessment questions and/or tasks as well as narrative explaining why students did well/ less well on individual items/ components/ subcomponents);
- (f) data on Student credits;
- g) data on Student appeals;
- (h) data on special considerations for Students;
- (i) the Assessment Strategy;
- (j) Student registrations;
- (k) draft materials in preparation for forthcoming assessments;
- (I) the Key Dates Schedule (in respect of forthcoming assessments);
- (m) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ;
- (n) materials from completed assessments, such as completed Students' examination answer booklets: and
- (o) TQ Live Assessment Materials.

"Approval" means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;

"Approved Assessment Strategy" shall have the meaning given in Schedule 2 (Service Requirements);

"Approved Initial TQ Deliverables" means the Initial TQ Deliverables approved by the Authority in accordance with clause 5.13 (*Developing the TQ and achieving IfATE Approval*) or clause 8.10 or 8.11 (*TQ Changes*) (as the case may be) as such deliverables are reviewed and updated in accordance with this Contract;

- "Approved Provider" means an Eligible Provider that has been granted Provider Approval in accordance with clause <u>7.1</u> (*Interaction with Providers*) and in respect of which such Provider Approval has not been revoked pursuant to clause <u>7.2</u> (*Interaction with Providers*);
- "Approved Provider's Quality Assurance Process" means the quality assurance process referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;
- "Approved TQ Specification" means the TQ Specification approved by the Authority in accordance with clause 5.13 (*Developing the TQ and achieving IfATE Approval*) or clause 8.10 or 8.11 (*TQ Changes*) (as the case may be);
- "Assessment Strategy" means the assessment strategy referred to in, and meeting the requirements of, the Product Description for the Assessment Strategy, which unless otherwise agreed in writing with the Authority must be consistent with the relevant details forming part of the Supplier's Response;
- "Assessors" means any assessor appointed by the Supplier to assess performance by Students in respect of the TQ Live Assessment Materials;

## "Audit" means the Authority's right to:

- (a) verify the accuracy of the Charges and any other amounts payable by the Authority (including proposed or actual variations to them in accordance with this Contract);
- (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services (including the supply of the Products);
- (c) verify the Supplier's and each Subcontractor's compliance with the applicable
- (d) identify or investigate actual or suspected breach of clauses 31 to 35, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) verify the Supplier's compliance with Schedule 9 (*Data Handling and Security Management*);
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, and/or their ability to provide the Services including to supply the Products;

- (g) obtain such information as is necessary to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (i) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- enable the National Audit Office to carry out an examination pursuant to Section
   of the National Audit Act 1983 of the economy, efficiency and effectiveness
   with which the Authority has used its resources;
- (k) verify the accuracy and completeness of any Management Information delivered or required by this Contract; and/or
- obtain such information as is necessary to undertake a review and/or assessment of the performance of the whole or any part of the T Levels Programme;

## "Auditor" means any, or any combination, of:

- (a) the Authority's internal and external auditors;
- (b) the Authority's statutory or regulatory auditors;
- (c) the Comptroller and Auditor General, its staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by the Authority to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;
- "Authority Authorised Representative" means the person referred to in Schedule 20 as such or the representative appointed by the Authority from time to time in relation to this Contract as notified in writing (which may, in the case of this specific notification, be by email only) to the Supplier;
- "Authority Procedural Review" means the Authority's procedural review process as published on the Authority's web site from time to time;
- "Awarding Organisation" means a body recognised by Ofqual as a provider of certain qualifications;

"Background IPR" means any IPR owned by a party prior to the Effective Date or created or developed by a party independently of this Contract, but does not include IPR in Key Materials;

"Beneficiary" means a Party having (or claiming to have) the benefit of an indemnity under this Contract;

### "Breach of Security" means the occurrence of:

- (a) any unauthorised access to or use of the Services and/or the Products, the sites from which the Services are delivered (and/or where the Products are developed, and/or stored) and/or any information and communication technology, information or data (including the Confidential Information and the IfATE Data) used by the Authority and/or the Supplier in connection with this Contract; and/or
- (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the IfATE Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract,

in either case as may be more particularly set out in the Security Policy;

"Business Continuity Plan" means the business continuity and disaster recovery plan relating to this Contract, as set out in Schedule 10 (Business Continuity);

"Cabinet Office Statement" means the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;

"Change in Law" means any change in Law which impacts on the provision of the Services (including the supply of the Products) and/or the performance of this Contract which comes into force after the Effective Date:

## "Charges" means:

- (a) the Development Charge payable to the Supplier by the Authority in accordance with clause 4.1.1 (*Pricing and payments*);
- (b) in respect of any Exclusive TQ Change, the amount (exclusive of any applicable VAT) agreed or determined in respect of such Exclusive TQ Change in accordance with clause 8.6 (TQ Changes); and
- (c) in respect of any other Variation, the amount agreed pursuant to clause 28 (*Changing this Contract*) in respect of such Variation;

"Claim" means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract:

"Cohort" means a group of Students who are registered by an Approved Provider with the Supplier to commence the TQ in the relevant Academic Year;

"Commercially Sensitive Information" means the Confidential Information listed in Schedule 18 (Commercially Sensitive Information) comprising of commercially sensitive information relating to the Supplier, its IPR or its business which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;

"Comparable Supply" means the supply of services to the Authority or another customer or client of the Supplier that are the same as or similar to the Services (including the supply of products that are the same as or similar to the Products) including services relating to qualifications in England outside the T Levels Programme;

"Conditions of Recognition" means the conditions of Ofqual Recognition imposed on the Supplier by Ofqual including any general level conditions, qualification level conditions, subject level conditions and special conditions;

"Confidential Information" means, subject to clause 19.8 (What must be kept confidential), any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Authority or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential. Confidential Information shall not include Student Related Data;

"Conflict of Interest" means a conflict between the financial or personal duties of the Supplier, or the Supplier Staff and the duties owed to the Authority under this Contract, in the reasonable opinion of the Authority. This includes where:

- (a) the Supplier's interests in any activity undertaken by the Supplier, on its behalf, or by an Affiliate of the Supplier have the potential to lead the Supplier to act contrary to the Supplier's interests in the development, delivery and award of the TQ in accordance with the Conditions of Recognition;
- (b) a person who is connected to the development, delivery, or award of the TQ by the Supplier has interests in any other activity which have the potential to lead that person to act contrary to his or her interests in that development, delivery or award in accordance with the Conditions of Recognition, or

(c) an informed and reasonable observer would conclude that either of these situations was the case:

"Continuing Activities" means activities of the Supplier under this Contract in relation to the TQ which continue following the end of the second Academic Year for the final Exclusive Cohort, such as retakes, appeals, and ongoing records management;

"Contract" means this contract;

"Contract Month" means each calendar month, provided that:

- (a) the first Contract Month shall commence on and from the Effective Date and shall end on the last day of the calendar month in which the Effective Date occurs; and
- (b) the last Contract Month shall commence on and from the first day of the calendar month in which the End Date occurs and shall end on the End Date:

"Contract Period" means the period for which this Contract would remain in force (taking into account any current Extension Period) if not terminated earlier;

"Control" means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and/or policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and

"Controlled" shall be construed accordingly;

"Controller" has the same meaning as in the GDPR;

"Core Terms" means the terms set out in the main body of this Contract;

#### "Critical Service Failure" means:

- (a) the Ofqual Recognition of the Supplier to make the TQ available to Approved Providers for delivery to Students is withdrawn;
- (b) a failure by the Supplier to make the Final Submission by the Final Approval Milestone Date or the failure of any Final Submission (or Final Re-Submission) to meet the requirements necessary to achieve IfATE Approval (in each case other than where such failure results from a breach of this Contract by the Authority);
- (c) a failure by the Supplier to make a Final Re-Submission within the time period required by clause 5.13.2(*Developing the TQ and achieving IfATE Approval*) (other than where such failure results from a breach of this Contract by the Authority);
- (d) the Authority withdraws IfATE Approval (having previously awarded IfATE Approval) in accordance with this Contract;

- (e) any failure by the Supplier to perform a Designated Action within the specified timeframe for that Designated Action (other than where such failure results from a breach of this Contract by the Authority);
- (f) any Supplier Termination Event which has occurred in respect of the Supplier in its role as an Awarding Organisation for any part of the T Levels Programme outside this Contract;
- (g) any Breach of Security which either (i) results in material personal data being lost or compromised or shared without authorisation; or (ii) is not notified to the Authority promptly (and in any event within one Working Day);
- (h) the Supplier breaches its obligations relating to the confidentiality of assessment papers (prior to the relevant assessment date) and/or Student results (prior to the relevant publication date); and
- (i) any other event, matter or circumstance which is expressed to be (or deemed to be) a Critical Service Failure in this Contract;

"Crown Body" means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

#### "Data Protection Legislation" means:

- (a) the GDPR;
- (b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- (c) all applicable Law about the processing of personal data and privacy;

"Default" means any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Authority;

"Deliverable" means all information and data the Supplier creates, identifies for use, or uses as part of or for the Operation of the TQ, including Products and Management Information;

"Department" means the Secretary of State for Education;

- "Designated Action" means an action which the Authority requires the Supplier to take within a specified timeframe to obtain and/or maintain IfATE Approval and/or to ensure ongoing compliance of the Supplier with the terms of this Contract and such action may include:
  - (a) working in a prescribed way with Authority personnel and/or a third party appointed by the Authority to achieve certain specified performance and/or progress improvements;
  - (b) taking appropriate remedial actions in the event that any Initial Development Services and/or interim Products provided during the Development Phase are not in line with the trajectory set out in the Implementation and Delivery Plan;
  - (c) temporarily suspending and/or restricting any elements (in full or part) of the Services (including the supply of any Products);
  - (d) complying with increased performance monitoring, provision of information and/or increased audit;
  - (e) complying with any reasonable instructions of the Authority to help to mitigate actual and/or potential risks associated with delivery of the T Levels Programme; and/or
  - (f) providing reasonable cooperation to other Awarding Organisations and third party suppliers of the Authority appointed in connection with the T Levels Programme;
- "Development Charge" means the amount (exclusive of any applicable VAT) referred to as the "Qualification development charge" in Schedule 6 (*Pricing Schedule*);
- "Development Phase" The period between commencement of the Contract and the Approval of the TQ, being the period during which the TQ is developed by the Supplier.
- "Development Phase Report" means the report referred to in the second row of the first column in the Table in Annex 9 to the Service Requirements and containing the information set out in the second row of the second column of that Table;
- "Devolved Administration" means the government of Scotland, Northern Ireland and/or Wales;
- "Disclosing Party" means the Party directly or indirectly providing Confidential Information to the other Party in accordance with clause 19 (What must be kept confidential);
- "Dispute" means any claim, dispute or difference which arises out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

"Dispute Resolution Procedure" means the dispute resolution procedure set out in clause 38 (Resolving disputes);

"Documentation" means descriptions of the Services (including the Products) and KPIs, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under this Contract as:

- (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that are utilised to supply the Services or Products;
- (b) is required by the Supplier in order to supply the Services or Products; and/or
- (c) has been or shall be generated for the purpose of supplying the Services or Products;

"Early Exit" means any termination of this Contract that occurs prior to the Supplier achieving IfATE Approval;

"Effective Date" means the date on which the last Party to sign has signed this Contract;

"Effective Date of Variation" means the date on which the Variation Form comes into effect.

"EIRs" means the Environmental Information Regulations 2004;

"Eligible Provider" means any Provider referred to in the list referenced in Part 1 of Annex 8 to the Service Requirements in respect of the relevant Cohort, as such list may be updated from time to time by the Authority, or notified in writing to the Supplier in accordance with Part 2 of Annex 8 to the Service Requirements;

"Emergency Exit" means any termination of this Contract other than an Early Exit that is a:

- (a) termination of the whole or part of this Contract prior to the Expiry Date (as extended by any Extension Period); or
- (b) wrongful termination or repudiation of this Contract by either Party;

"Employee Liability" means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement,

payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) a failure to comply with TUPE;
- (d) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay:
- (e) compensation for less favourable treatment of part-time workers or fixed term employees;
- (f) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance in relation to payments made by the Authority or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- (g) claims whether in tort, contract or statute or otherwise;
- (h) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Employer" means any employer who has or is likely to employ Students who have successfully obtained a T Level qualification;

"Employer and Provider Engagement Strategy" means a clear and detailed strategy detailing the approach to engaging with Employers and Providers in relation to the design, development, delivery, validation and update of the TQ and the Services, including the approach to sharing early and/or amended drafts of the Initial TQ Deliverables and TQ Deliverables with Employers and Providers (as applicable);

"Employer Set Project Grade Exemplar Responses" means actual marked examples of Students' assessment evidence, selected after awarding, as referred to in Service Requirement 5.1, which; meet the requirements for grade A and grade E; are produced (and reviewed each Academic Year) in consultation with Employers; and are accompanied by an explanatory commentary;

"Employer Set Project Guide Exemplar Responses" means indicative guide examples of Students' assessment evidence as referred to in Service Requirement 5.1, which; the Supplier judges would be likely to meet the minimum requirements for grade A and grade E; are produced in consultation with Employers; and are accompanied by an explanatory commentary;

#### "End Date" means the earlier of:

- (a) the Expiry Date (as extended by any Extension Period implemented by the Authority under clause 15 (*Ending or extending this Contract*) or as reduced by the Authority in accordance with clause 14.3.2 (*What may happen if there are issues with your provision of the Services*); or
- (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract

"Enhanced Entry Fee" shall have the meaning given in paragraph 2.3 of Schedule 6A (Adaptive Pricing)

"Entry Fee" shall have the meaning as referred to at subsection (a) of the definition of Fees;

**"Entry Transition Period"** means the period from the Effective Date of this Contract to the End Date of the Authority's Contract with the Former Supplier, eg from the point when the Supplier has been awarded a contract for provision of the TQ, but a contract with the Former Supplier remains in place for existing Students;

"Entry Transition Plan" means the plan produced as part of the Supplier's Tender, and included in Schedule 12 (*Entry and Exit Management*), where relevant, and updated by the Supplier as contemplated by Schedule 4 (*Co-Operation*);

"Environmental Policy" means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Authority;

"Equality and Human Rights Commission" means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

"ESFA" means the Education and Skills Funding Agency;

"Exclusive Cohort" has the meaning given in clause 2.2 (Appointment and exclusivity);

"Exclusive TQ Change" means:

- (a) the addition of one or more new Occupational Specialist Component(s) which are to be added to the TQ following the Initial Content Date; and/or
- (b) the removal of one or more Occupational Specialist Component(s); and/or
- (c) a TQ Change which is requested by the Authority as a result of revision to a relevant Standard arising out of a statutory review of such Standard by the Authority under section A2D3 of the Apprenticeships, Skills, Children and Learning Act 2009;

"Exemplification Materials" means the Guide Standard Exemplification Materials and the Grade Standard Exemplification Materials;

"Exit Information" has the meaning given to it in paragraph 3.2 of Schedule 12 (Exit Management);

"Exit Plan" means the plan produced and updated by the Supplier during the Term in accordance with paragraphs 1 and 2 of Schedule 12 (Exit Management);

"Expiry Date" means 2 years following expiry of the final Academic Year for the final Exclusive Cohort;

"Extension Entry Fee" shall have the meaning given in paragraph 3.1.2 of Schedule 6A (Adaptive Pricing);

**"Extension Period**" means a period equal to that required to provide the Services (including the supply of any Products) to extend the contract –

- (a) for one further Cohort, such period to commence at the start of the Academic Year immediately following the end of the Academic Year in which the fifth Exclusive Cohort commences the TQ; and, at the Authority's discretion,
- (b) for a second further Cohort, such period to commence at the start of the Academic Year immediately following the end of the Academic Year in which the sixth Exclusive Cohort commences the TQ; and at the Authority's discretion,
- (c) for a third further Cohort, such a period to commence at the start of the Academic Year immediately following the end of the Academic Year in which the seventh Exclusive Cohort commences the TQ.

"Extension Review" shall have the meaning given in paragraph 1.1.2 of Schedule 6A (Adaptive Pricing);

"Fees" means:

- (a) in respect of the provision of the Provider Services (other than the Additional Services), the amount (exclusive of any applicable VAT) referred to as "Entry fee" in Schedule 6 (*Pricing Schedule*) payable per registered Student to the Supplier by the Approved Providers in accordance with clause 4.1.2 (*Pricing and payments*); and
- (b) the Additional Services, the amount (exclusive of any applicable VAT) applicable to the relevant Additional Service as set against that Additional Service in Schedule 6 (*Pricing Schedule*) payable to the Supplier by the Approved Providers in accordance with clause 4.1.2 (*Pricing and payments*);
- (c) in each case, as such fees are adjusted in accordance with clauses 4.12 and 4.13 (*Pricing and payments*);

"First Extension" shall have the meaning given in paragraph 3.1 of Schedule 6A (Adaptive Pricing);

"Final Approval Milestone" means the Milestone set out in the third row of the Table in Annex 7 to the Service Requirements;

"Final Approval Milestone Date" means the date set out against the Final Approval Milestone in the second column of the Table at Annex 7 to the Service Requirements;

"Final Milestone Payment" means an amount equal to 30% of the Development Charge;

"Final Re-Submission" means the relevant documentation and/or additional information that the Supplier is required to re-submit in accordance with clause 5.13.2 (*Developing the TQ and achieving IfATE Approval*);

"Final Submission" means the Submission applicable to the Final Approval Milestone;

"Final Updated Projection" shall have the meaning given in paragraph 3.1.1 of Schedule 6A (Adaptive Pricing);

"FOIA" means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Force Majeure Event" means, subject to clause 24.4 (*Circumstances beyond either Party's control*), any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act,

neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Staff or any other failure in the Supplier's or a Subcontractor's supply chain;

"Force Majeure Notice" means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

"Former Supplier" means the Awarding Organisation that is operating or operated the T Level technical education qualification under the Original Contract;

**"Former Supplier's TQ"** means a technical education qualification forming part of the T Levels Programme which is replaced by the TQ which is the subject of this Contract;

"Former Supplier's TQ Specification" means the Specification of Content, the Scheme of Assessment and the Approved Provider's Quality Assurance Process, designed, developed and delivered by a Former Supplier that meets all of the requirements of the Product Description for the TQ Specification; including any TQ Changes required by the Authority notified to the Former Supplier;

"Future Supplier" means any Awarding Organisation appointed, at any point in the future and including any Replacement Supplier, to operate one or more T Level technical education qualifications by or at the direction of the Authority from time to time, and where the Authority is operating a T Level technical education qualification, shall also include the Authority;

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679);

"General Change in Law" means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which also affects and/or relates to a Comparable Supply;

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the exercise of 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 within the relevant industry or business sector;

"Grade Standard Exemplification Materials" means the exemplification materials referred to in, and meeting the requirements of, the relevant part of the Product Description for the Exemplification Materials;

"Guarantee" means a guarantee in the form set out in Schedule 13 (Form of Guarantee) in relation to this Contract or any guarantee acceptable to the Authority that replaces it from time to time;

"Guarantor" means [•] of [•], or such other person replacing that person from time to time in accordance with this Contract;

"Guide Standard Exemplification Materials" means the exemplification materials referred to in, and meeting the requirements of, the relevant part of the Product Description for the Exemplification Materials and Approved by the Authority;

"IfATE Approval" means approval by the Authority pursuant to section -A2D3 of the Apprenticeships, Skills, Children and Learning Act 2009 for the TQ to be made available to Approved Providers and/or Students based on the TQ meeting the requirements of paragraph 2.1 or 2.3 of Part 1 of the Services Requirements as applicable to the satisfaction of the Authority;

#### "IfATE Data" means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:
  - (i) are supplied to the Supplier by or on behalf of the Authority; or
  - (ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract;
- (b) any Personal Data for which the Authority is the Controller; or
- (c) Student Related Data;

"Impact Assessment" means an assessment of the impact of a Variation request completed in good faith, including:

- (a) details of the impact of the proposed Variation on the Services (including the supply
  of the Products) and the Supplier's ability to meet its other obligations under this
  Contract;
- (b) details of the cost of implementing the proposed Variation;
- (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges and/or the Fees (as applicable),

- any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (d) a timetable for the implementation, together with any proposals for the testing of, the Variation; and
- (e) such other information as the Authority may reasonably request in (or in response to) the Variation request;

"Implementation and Delivery Plan" means the outline Implementation and Delivery Plan prepared by the Supplier as part of the Supplier's Response for implementation of the Services and supply of the Products (including to meet the Milestones) and which, as at the Effective Date, is set out in Schedule 3 (*Implementation*), as such plan is, subject to paragraph 2.5 of Part 1 of the Service Requirements, developed and amended from time to time to fully meet the requirements of the Product Description for the "Implementation and Delivery Plan";

"Inclusive TQ Change" means any TQ Change that is not an Exclusive TQ Change;

"Indemnifier" means a Party from whom an indemnity is sought under this Contract;

"Information Commissioner" means the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;

"Initial Content Date" has the meaning given in clause 8.2 (TQ Changes);

"Initial Development Services" shall have the meaning given in paragraph 2.1 of Part 1 of the Service Requirements;

"Initial Projection" shall have the meaning given in paragraph 2.3 of Schedule 6A (Adaptive Pricing);

# "Initial TQ Deliverables" means each of:

- (a) The TQ Specification;
- (b) TQ Specimen Assessment Materials;
- (c) the Provider Approval Criteria; and
- (d) the Assessment Strategy;

### "Insolvency Event" means:

(a) in respect of a company:

- (i) 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; or
- (ii) 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); or
- (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working 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; or
- (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (v) 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; or
- (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (vii) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
  - 1. in respect of an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
  - 2. any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

# "Intellectual Property Rights" or "IPR" means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

all other rights having equivalent or similar effect in any country or jurisdiction;

"Interim Milestone" means each of the interim Milestones specified in the Table in Annex 7 to the Service Requirements;

# "Interim Milestone Payment" means:

- (a) in respect of Interim Milestone 1, an amount equal to 30% of the Development Charge;
- (b) in respect of the Interim Milestone 2, an amount equal to 40% of the Development Charge;

"IPR Claim" means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Contract;

"Issues Log" means the issues log referred to in, and meeting the requirements of, the Product Description for the Issues Log;

"**Key Dates Schedule**" means a schedule of key dates in relation to the roll-out and operation of the TQ and other technical education qualifications across the T Levels Programme including registration dates and deadlines, assessment dates, and dates for publication of results, which is based on the indicative key dates schedule in Annex 5 to the Service Requirements and is agreed in relation to the T Levels Programme between Awarding Organisations pursuant to <u>Schedule 4</u> (*Co-operation*) and Approved by the Authority;

"**Key Materials**" means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably require ownership of the IPR include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or otherwise reproduce such materials (in whole or in part), to supply or communicate the same, or to be able control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

### Key Materials shall include:

- (a) specifications of content for each TQ including core and all specialist components;
- (b) assessment guidelines (for Providers);
- (c) quality assurance requirements (for Providers);
- (d) specimen assessment materials;
- (e) standards exemplification materials;

- (f) supplementary specimen assessment materials
- (g) employer set project guide exemplar responses
- (h) employer set project grade exemplar responses
- (i) updates or redevelopments of specifications of content;
- (j) updates and redevelopments of any Key Materials; and
- (k) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

# Key Materials shall not include:

- Support Materials, insofar as they are not part of any of the expressly included items listed above;
- question banks, insofar as they are not part of any of the expressly included items listed above and are not developed for the TQ; and
- any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing postextraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

"**Key Personnel**" means the individuals identified as such in the Annex to Schedule 7 (*Staff (including Key Personnel*)) as at the Effective Date or as amended from time to time in accordance with paragraph 1.2 of <u>Schedule 7</u> (*Staff (including Key Personnel*));

"**Key Roles**" means the roles stated in the Annex to Schedule 7 (*Staff (including Key Personnel*)) as at the Effective Date or as amended from time to time in accordance with paragraph 1.2 of Schedule 7 (*Staff (including Key Personnel*));

"Key Sub-Contract" means each Sub-Contract with a Key Subcontractor;

### "**Key Subcontractor**" means any Subcontractor:

- a. which is relied upon to deliver any material part of the Services (including to supply any Products); and/or
- b. which, in the opinion of the Authority performs (or would perform if appointed) a critical role in the provision of all or any part of the Services (including the supply of any Products).

and which, as at the Effective Date, are listed in Annex 1 to Schedule 8 (Supply Chain (including approved Subcontractors));

**"Know-How"** means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services and/or the Products;

"**KPI**" means a key performance indicator applicable to the provision of the Services (including the supply of the Products), as set out in the first column of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

**"KPI Improvement Plan"** shall have the meaning given in paragraph 2.2 of Schedule 15 (*Monitoring of Performance*);

"Law" means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;

"Losses" means all losses, liabilities, damages, costs, expenses (including reasonable legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;

"Management Information" means the management information to be delivered to the Authority by the Supplier, as set out or referred to in Annex 9 to the Service Requirements;

"Mid-term Review" shall have the meaning given in paragraph 1.1.1 of Schedule 6A (Adaptive Pricing);

"Milestone" means an event or task to be performed as part of the provision of the Services (and/or the supply of the Products) by a specific date as described in the first column of the Table in Annex 7 to the Service Requirements;

"Moderation" means the Supplier assessment process designed to ensure that, where Approved Provider marking is undertaken in accordance with the Approved Assessment Strategy, such marking is scrutinised by a Moderator to ensure that it is in line with expected standards and Students' marks are adjusted where necessary, and

"Moderate" will be construed accordingly;

"Moderator" means a moderator, external to the Approved Provider, employed or engaged by the Supplier to moderate marking undertaken by assessors employed or engaged by the Approved Provider of Students' performance in respect of the TQ Live Assessment Materials;

"Month" means a calendar month and "Monthly" shall be interpreted accordingly;

"National Insurance" means contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

"Notified Sub-contractor" means a Sub-contractor to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

"Occupation" means a set of jobs where the main tasks and duties are characterised by a high degree of similarity, where a "job" is a role connected to a specific employment contract in a workplace;

"Occupational Map" means, for each Route, a map which groups Occupations according to where there is a requirement for shared technical knowledge, skills, and behaviours, and identifies the Occupations for which Standards exist;

"Occupational Standard" means the description of the Occupation and the outcomes (knowledge, skills and behaviours) which a Student will be expected to attain to successfully achieve competence in that Occupation, as approved and published by the Authority;

"Occupational Specialist Component" means each occupational specialist component of the TQ as referred to in the Former Supplier's TQ Specification and/or if relevant, the Outline Content;

"Ofqual" means the Office of Qualifications and Examinations Regulation, a statutory body created under the Apprenticeships, Skills, Children and Learning Act 2009, as amended by the Education Act 2011, to regulate qualifications, examinations and assessments in England;

"Ofqual Recognition" means recognition of the Supplier by Ofqual in respect of the TQ under section 132 of the Apprenticeships, Skills, Children and Learning Act 2009;

"Ongoing Development Services" shall have the meaning given in paragraph 2.3 of Part 1 of the Service Requirements;

"Operate" in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an

equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a TQ or not); and "Operation" and other cognate terms shall have a corresponding meaning;

"Operational Delivery Report" means the report referred to in the third row of the first column in the Table in Annex 9 to the Service Requirements and containing the information set out in the third row of the second column of that Table;

"Ordinary Exit" means any termination of this Contract (other than an Early Exit) that occurs as a result of the expiry of the Contract on the Expiry Date (as extended by any Extension Period);

"Original Contract" means the contract entered into between the Authority and the Former Supplier for the provision of Services (including the supply of any Products) for the TQ prior to the Effective Date of this Contract and remains in place until the end of the Entry Transition Period:

"Outline Content" means the outline content developed for the TQ by the Authority;

"Parliament" takes its natural meaning as interpreted by Law;

"Party" means the Authority, or the Supplier and "Parties" means both of them where the context permits;

"Pathway" means a sub-set of a Route, which groups common sets of Occupations into a number of occupational clusters together;

"Performance Monitoring Methodology" means the required evidence and measurement methodology that is to be applied by the Supplier to assess its performance of the relevant part of the Services (including the supply of any Products) to which the KPI in question relates, as such evidence and measurement methodology are set out in the fifth and sixth columns (respectively) of the Table attached at Annex 1 to Schedule 15 (Monitoring of Performance);

"Performance Monitoring Period" means the period set out against the relevant KPI in the fourth column of the Table attached at Annex 1 to Schedule 15 (Monitoring of Performance);

"Performance Review Meeting" shall have the meaning given in paragraph 3.2 of Schedule 15 (Monitoring of Performance);

"Personal Data" means "personal data" (as defined in the GDPR) that are processed under this Contract:

# "Portability Purposes" means in order:

- a) to secure a smooth transition to a Skilled Future Supplier;
- b) to enable the Authority to procure a Skilled Future Supplier (including inviting competition and/or tenders), and for a potential Skilled Future Supplier to compete openly and effectively in any future competition or tender for, delivery and/or Operation of the TQ currently delivered by the Supplier and/or a Replacement TQ;
- c) to enable a Skilled Future Supplier to deliver and/or Operate the TQ and/or a Replacement TQ; to enable the Authority and/or any Skilled Future Supplier to carry out or have carried out any Continuing Activities, and/or
- d) to enable a Skilled Future Supplier to supply, to Providers, the TQ and/or Replacement TQ and sufficient information and materials (including Support Materials) for Providers to deliver the TQ in a Transparent manner;

"Post-Results Services" means the Services described in and/or provided pursuant to paragraph 9 of Part 1 of the Service Requirements, including the Additional Services;

"Pre-Delivery Phase" means the period between the Approval of the TQ and the first teaching of the TQ by Providers, being the period during which Supplier and Providers prepare for delivery;

"Prescribed Person" means a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 5 October 2019, available online at:

https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies:

"Processor" has the same meaning as in the GDPR and "Processing" and "Processed" shall be interpreted accordingly;

"**Product**" means each product listed in the first column of the Table in Part 3 of the Service Requirements;

"Product Description" means the description of the Authority's minimum requirement for the relevant Product set out in the second column of the Table in Part 3 of the Service Requirements, together with such further information, data and/or content as should reasonably be expected by the Supplier having regard to the Authority's requirements under this Contract and the Supplier's obligations under clause 3.1 (How the Services must be supplied);

### "Prohibited Acts" means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or any other public body 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 this Contract; or
- (c) committing any offence:
  - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
  - (ii) under legislation or common law concerning fraudulent acts; or
  - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority or other public body; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"**Provider**" means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students or that provides such services on a privately funded basis:

"**Provider Approval**" means approval of the Eligible Provider in accordance with clause <u>7.1</u> (*Interaction with Providers*);

"Provider Approval Criteria" means the approval criteria referred to in, and meeting the requirements of, the Product Description for the Provider Approval Criteria;

"Provider Contract" means a contract between an Approved Provider and the Supplier in respect of the TQ meeting the requirements set out in <u>Schedule 17</u> (*Provider Contract requirements*);

- "Provider Services" means the Services, other than the Initial Development Services and the Ongoing Development Services;
- "Rate Card" means the Supplier's rate card as set out in Schedule 6 (Pricing Schedule);
- "Reasonable Adjustments" shall have the meaning given in SR 2.4 of Service Requirement 2 (as defined in the Service Requirements);
- "Recipient Party" means the Party which receives or obtains directly or indirectly Confidential Information;
- "Reduced Entry Fee" shall have the meaning given in paragraph 2.4 of Schedule 6A (Adaptive Pricing);
- "Reduced Extension Entry Fee" shall have the meaning given in paragraph 3.3 of Schedule 6A (Adaptive Pricing);
- "Regulated" means the regulation by Ofqual of a qualification which has been Accredited and "Regulation" shall be authorised accordingly;
- "Regulations" means the Concession Contracts Regulations 2016;
- "Relevant Competence" means being a reasonably skilled and competent Awarding Organisation with access to appropriate tools, systems and platforms to operate technical qualifications;
- "Relevant Employees" means those employees whose contracts of employment transfer with effect from the Relevant Transfer Date to the Authority or a Replacement Supplier by virtue of the application of TUPE;
- "Relevant Requirements" means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
- "Relevant Transfer" means a transfer of employment to which TUPE applies;
- "Relevant Transfer Date" means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
- "Reminder Notice" means a written notice sent in accordance with clause 4.8 (*Pricing and payments*) given by the Supplier to the Authority providing notification that payment has not

been received on time, which must be addressed to the Authority Authorised Representative, must set out the sum due, must reference this Contract and clause <u>4</u> (*Pricing and payments*) and attach a copy of the relevant valid invoice;

"Replacement Subcontractor" means a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);

"Replacement Services" means any services (including the supply of products) which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Authority internally and/or by any third party;

"Replacement Supplier" means any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time, or where the Authority is providing Replacement Services on its own account, shall also include the Authority;

"Replacement TQ" means a technical education qualification forming part of the T Levels Programme to replace either: (i) the TQ which is the subject of this Contract; or (ii) the equivalent technical qualification which is the subject of a contract with a Future Supplier;

"Request for Information" means a request for information or an apparent request for information relating to this Contract or an apparent request for such information under the FOIA or the EIRs;

"Required Insurances" means the insurances that must be held by the Supplier as required by the Authority meeting the requirements set out in Schedule 19 (Required Insurances);

"Resource Plan" means the Resource Plan prepared by the Supplier as part of the Supplier's Response in relation to the Supplier Staff that shall be utilised (and the manner in which such Supplier Staff shall be utilised) by the Supplier in the performance of the Services and which, as at the Effective Date, is set out in Schedule 3 (*Implementation*), as such plan is, subject to paragraph 2.5 of Part 1 of the Service Requirements, developed and amended from time to time to fully meet the requirements of the Product Description for the "Resource Plan";

"Re-Submission" shall have the meaning given in clause 5.11.2(i) (Developing the TQ and achieving IfATE Approval);

"Risk Register" means the risk register referred to in, and meeting the requirements of, the Product Description for the Risk Register;

"Route" means the broadest category of Occupations in an Occupational Map, typically covering an industrial area;

"Route Panel" means the Authority's panel responsible for managing the development of the TQ Specification, details of which can be found at:

https://www.gov.uk/government/publications/t-level-panels-membership;

"Scheme of Assessment" means the scheme of assessment referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;

"Security Policy" means the Authority's security policy, in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;

"Serious Fraud Office" means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

"Services" means the services as described in the Service Requirements (including the Additional Services):

"Service Failure" shall have the meaning given in paragraph 2.2 of Schedule 15 (*Monitoring of Performance*);

"Service Requirements" means the Authority's requirements for the Services (including the supply of the Products) as set out in Schedule 2 (Service Requirements);

"Service Transfer" means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;

"Service Transfer Date" means the date of a Service Transfer;

"Skilled Future Supplier" means a Future Supplier with Relevant Competence;

"Social Value" means the additional social benefits that can be achieved in the delivery of the Contract, set out in the Supplier's Response and/or Supplier's Tender;

"Special Consideration" shall have the meaning given in SR 2.5 of Service Requirement 2 (as defined in the Service Requirements);

"Specific Change in Law" means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Services and/or the Products and/or the performance of this Contract is not reasonably foreseeable at the Effective Date. Any change in any Condition of Recognition shall not be a Specific Change in Law;

"Specification of Content" means the specification of the content referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;

"Staffing Information" means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other Employee Liability Information" as such term is defined in regulation 11 of TUPE:

- "Stakeholders" means the Authority, the Department, ESFA, Ofqual, Providers, Employers and members of the Route Panels;
- "Standards" means the Occupational Standards, consisting of a description of the Occupation and the outcomes (knowledge, skills and behaviours) which a Student will be expected to attain to successfully achieve competence in that Occupation, as approved and published by the Authority;
- "Storage Media" means the part of any device that is capable of storing and retrieving data;
- "Student" means an individual undertaking (or who wishes to undertake) a formal programme of study with an Approved Provider for the T Level of which the TQ forms part;
- "Student Information" means information or data relating to an individual Student whether or not the Student can be identified from that information or data;
- "Student Related Data" means any information or data relating to Students (including any Student Information) and/or any Provider which is generated and/or acquired by and/or otherwise comes into the possession of the Supplier and/or any Supplier Staff as a result of the performance of the Supplier's obligations under this Contract;
- "Sub-Contract" means any contract or agreement (or proposed contract or agreement), pursuant to which a third party:
  - (a) provides the Services and/or supplies any Products (or any part of them) and/or performs the whole or any part of this Contract;
  - (b) provides facilities or services necessary for the provision of the Services and/or the supply of any Products (or any part of them) and/or the performs the whole or any part of this Contract; and/or
  - (c) is responsible for the management, direction or control of the provision of the Services and/or supply of any Products (or any part of them) and/or the performance of the whole or any part of this Contract;
- "Subcontractor" means any person other than the Supplier (and/or an Assessor who is selfemployed or who provides services to the Supplier through that Assessor's own personal service company), who is a party to a Sub-Contract and the servants or agents of that person;
- "Submission" means, in respect of the relevant Milestone, the Products set out against that Milestone in the third column of the Table in Annex 7 to the Service Requirements;

- "Submission Date" means, in respect of the relevant Milestone, the date set out against that Milestone in the second column of the Table in Annex 7 to the Service Requirements;
- "Submission Issues Log" means the issues log referred to in, and meeting the requirements of, the Product Description for the Submission Issues Log;
- "Subsequent Transfer" has the meaning given in paragraph 8.1 of Schedule 12 (Exit Management);
- "Supplementary Specimen Assessment Materials" means a full suite of sample questions and tasks for the Core Component and Occupational Specialist Component(s) (in addition to the TQ Specimen Assessment Materials), as referred to in Service Requirement 5.1.
- "Supplier Authorised Representative" means the person referred to in Schedule 20 as such or the representative appointed by the Supplier from time to time in relation to this Contract as notified in writing (which may, in the case of this specific notification, be by email only) to the Authority;
- "Supplier Personnel" means all employees of the Supplier (and any subcontractor) who are wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services including the development of the Products;
- "Supplier Staff" means all directors, officers, employees, agents, consultants and contractors of the Supplier (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor's own personal service company), any Subcontractor engaged in the performance of the Supplier's obligations under this Contract and any company or organisation noted in the Supplier's Tender as forming part of the consortium which submitted the Supplier's Tender ("Consortium Member") and all directors, officers, employees, agents, consultants and contractors of any such Subcontractor and/or any such Consortium Member engaged in the performance of the Supplier's obligations under this Contract;
- "Supplier's Final Supplier Personnel List" means a list provided by the Supplier of all Supplier Personnel whose will transfer under TUPE on the Service Transfer Date;
- "Supplier's Provisional Supplier Personnel List" means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Supplier's Response" means that part of the Supplier's Tender (including any method statements) which is at Schedule 5 (Supplier's Response);

"Supplier's Tender" means the Supplier's selection questionnaire and tender responses submitted in response to the Authority's advertisement in the Find a Tender Service (as referred to in the Recitals to this Contract) for a provider of the Services and supplier of the Products, as clarified in writing by the Supplier to the Authority prior to the date of this Contract in response to any request for clarification issued by the Authority;

### "Supplier Termination Event" means:

- (a) the Supplier (i) commits a material Default which is irremediable; or (ii) commits a material Default which is capable of remedy, but which has not been remedied by the Supplier within 30 days of being notified in writing to do so by the Authority;
- (b) a Conflict of Interest arises in connection with the delivery of the Services (and/or the supply of the Products) to which no mitigation acceptable to the Authority can be promptly identified;
- (c) where a right of termination is expressly reserved in this Contract;
- (d) the Supplier is in material Default in respect of any data handling and/or security requirements set out in clauses 13, 18, 19 or Schedule 9 (*Data Handling and Security Management*) (where applicable);
- (e) an Insolvency Event occurring in respect of the Supplier;
- (f) a change of Control of the Supplier unless:
  - (i) the Authority has given its prior written consent (not to be unreasonably withheld or conditioned) to the particular change of Control, which subsequently takes place as proposed; or
  - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control;
- (g) a material failure by the Supplier to comply with legal obligations in the fields of environmental, social or labour law;
- (h) the departure from the Supplier of any of its senior officers or Key Personnel where the Authority has reasonable grounds to believe that such departure will impact or could potentially impact the delivery of the Services and/or the supply of any Products unless the Authority has not served its notice of objection within 6 months of the date on which the Authority was informed by the Supplier of such departure;
- (i) the Supplier assigns, transfers or otherwise disposes of its rights, obligations and/or liabilities or seeks to assign, transfer or otherwise dispose of its rights, obligations

- and/or liabilities under the whole or any part of this Contract to a third party in breach of the terms of this Contract (including in breach of the requirements of paragraph 1 of Schedule 8 (Supply Chain (including approved Subcontractors));
- (j) the Supplier is in Default under clause 31.1 (*Preventing Fraud, Bribery and Corruption*);
- (k) the Supplier provided incorrect or misleading information as part of the Supplier's Tender;
- (I) the Supplier or any Subcontractor or Affiliate through its act or omission brings the Authority, the Department and/or the ESFA and/or the T Levels Programme into disrepute and/or diminishes the trust the public places in the Authority, the Department and/or the ESFA;
- (m) Not used
- (n) an occurrence of any of the circumstances in regulations 44(1) (a) to (c) of the Regulations;
- (o) this Contract has been substantially modified in breach of regulation 43(10) of the Regulations;
- (p) the Authority discovers that the Supplier was in one of the situations in regulations 38(8) to 38(10) of the Regulations at the time this Contract was awarded;
- (q) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union ("TFEU") to declare that this Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
- (r) a Critical Service Failure occurs; or
- (s) the Supplier fails to comply with clause 35.2 (*Tax*) or fails to provide details of steps being taken and mitigating factors pursuant to clause 35.2 (*Tax*) which in the reasonable opinion of the Authority are acceptable;

"Support Materials" means teaching support materials intended for a Provider or Student audience, such as textbooks, and any other materials which the Authority agrees in writing to be Support Materials;

"Target Service Level" means the target performance level set out against the relevant KPI in the third column of the Table attached at Annex 1 to Schedule 15 (*Monitoring of Performance*);

"Technical Qualifications Explanatory Note" means an explanation of TQs, their purpose and how they are delivered;

- "Term" means the period commencing on the Effective Date and ending on the End Date;
- "Termination Notice" means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
- "Third Party" means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Effective Date;
- "Third Party IPR" means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products:
- "Transferring Former Supplier Employees" means those employees of the Former Supplier to whom TUPE will apply on a Relevant Transfer Date;
- "TQ" means the technical education qualification element of the T Level in respect of the Pathway that is (amongst other things) designed, developed and delivered under this Contract;
- "TQ Assignment and Licence" means the assignment and licence in respect of certain Intellectual Property Rights in relation to the TQ in the form set out in Schedule 14 (Form of Assignment and Licence);
- "TQ Change" means any change or variation to the content of the TQ;
- "TQ Content Updating Schedule" means the schedule of dates set out in Annex 6 to the Service Requirements (or such other dates as may be agreed by the Authority from time to time) applicable to the relevant Inclusive TQ Change or Exclusive TQ Change (as the case may be);
- "TQ Core Component" means the core component of the TQ referred to in the Former Supplier's TQ Specification and/or if relevant, the Outline Content;

### "TQ Deliverables" means:

- (a) in the period prior to the Supplier making available the Grade Standard Exemplification Materials referred to in paragraph 6.2.2 of Part 1 of the Service Requirements, the Approved Initial TQ Deliverables and the Approved Guide Standard Exemplification Materials; and
- (b) in the period following the Supplier making available the Grade Standard Exemplification Materials referred to in paragraph 6.2.2 of Part 1 of the Service Requirements:

- (i) the Approved Initial TQ Deliverables; and
- (ii) the Grade Standard Exemplification Materials,

in each case, as amended in accordance with this Contract;

- "TQ Development Meeting" shall have the meaning given in clause 5.4 (*Developing the TQ* and achieving IfATE Approval);
- "TQ Live Assessment Materials" shall have the meaning given in Schedule 2 (Service Requirements);
- **"TQ Specification**" means the Specification of Content, the Scheme of Assessment and the Approved Provider's Quality Assurance Process;
- "TQ Specimen Assessment Materials" means the specimen assessment materials referred to in, and meeting the requirements of, the Product Description for the TQ Specimen Assessment Materials;
- "T Level" means the technical study programme known as a "T Level";
- "T Level Awarding Organisations" shall have the meaning given in paragraph 1.1 of Schedule 4 (Co-operation);
- "T Level Branding Guidelines" means the Authority's written guidelines prescribing the permitted form and manner in which the trade marks (the "Mark" as defined within the T Level Trade Mark Licence) may be used and setting out how the Supplier branding may be used in relation to materials used in the operation of the TQ or to promote the TQ, a copy of which is set out in the document entitled T Level Branding Guidelines, including any amendments or additions notified by the Authority to the Supplier from time to time, provided that the Authority shall where possible provide reasonable notice in writing to the Supplier of any proposed amendments or additions to such guidelines;
- "T Level Panel" means the group of Employers, professionals and practitioners appointed to advise on the content of the T Level of which the TQ forms part;
- "T Level Trade Mark Licence" means the trade mark licence granted pursuant to Schedule 16 (Logos and Trademarks T Level Trade Mark Licence);
- "T Levels Programme" means the programme of technical education in England managed by the Authority and known as "T Levels";

- "Transferable Contracts" means Sub-Contracts, or other agreements which are necessary to enable the Authority or any Replacement Supplier to provide the Services and/or develop, maintain or supply the Products or the Replacement Services, including all relevant Documentation;
- "Transferring Supplier Employee" means those employees whose contract of employment will be transferred to the Authority or a Replacement Supplier pursuant to TUPE on expiry or termination of this Contract;
- "Transition Period" means the period from a Replacement Supplier or Future Supplier commencing any aspects of development or delivery of the TQ to the End Date, e.g. from the point when the Replacement Supplier or Future Supplier has been awarded a contract for provision of the TQ, but while this Contract remains in place for existing Students;
- "Transparency Information" has the meaning given to it in clause 20 (When information can be shared);
- "Transparency Reports" means: (i) the Management Information relating to the Services and performance of this Contract which the Supplier is required to provide to the Authority in accordance with the reporting requirements set out in the Service Requirements; and (ii) the output of any survey commissioned by the Authority in connection with the performance of the Supplier under this Contract;
- "Transparent" means that Students and Employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;
- "TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;
- "TUPE Information" has the meaning given in paragraph 8.5 of Schedule 12 (Exit Management);
- "Updated Projection" shall have the meaning given in paragraph 2.1 of Schedule 6A (Adaptive Pricing);
- "Variation" means any variation or change to this Contract which is not an Inclusive TQ Change;

"Variation Form" means the form set out in <u>Schedule 11</u> (Change Management);

**"VAT**" means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

**"Working Day**" means any day other than a Saturday or Sunday or public holiday in England and Wales.

# Schedule 2

# Service Requirements

The content for this Schedule is as below:

- 1. Service Requirements
- 2. GEN2 W2 Health TQ Spec

# Schedule 2

# Service Requirements

# Schedule 2

### Service Requirements

## **Definitions**

In this Service Requirements, the following terms shall have the following meanings:

"Appeal" shall have the meaning given in SR 8.2 in Service Requirement 8;

"Approved Assessment Strategy" means the Assessment Strategy approved by the Authority in accordance with clause 5.13 (*Developing the TQ and achieving IfATE Approval*) or clause 8 (*TQ Changes*) (as the case may be), subject to paragraph 2.6 of Part 1 of the Service Requirements, as amended from time to time in accordance with this Contract:

"Approved Guide Standard Exemplification Materials" means the Guide Standard Exemplification Materials approved by the Authority in accordance with clause 5.13 (Developing the TQ and achieving IfATE Approval) subject to paragraph 2.6 of Part 1 of the Service Requirements, as amended from time to time in accordance with this Contract;

"Component" means the TQ Core Component or any Occupational Specialist Component (as the case may be) and "Components" shall mean both or all of them (as the context may require);

"Employer Set Project" means a project set collaboratively between the Supplier and Employers, as more particularly referred to in Service Requirement 2;

"External Examination" means each assessment by examination which is:

- (a) set by the Supplier;
- (b) designed to be taken simultaneously by all Students taking the relevant assessment at a time (subject to compliance with the requirements of the Key Dates Schedule for the relevant Academic Year) determined by the Supplier;
- (c) taken under conditions specified by the Supplier (including conditions relating to the supervision of Students taking the relevant assessment and the duration of the assessment); and
- (d) marked by the Supplier.

"First Teach Cohort" means the first group of Students to be assessed on the TQ;

"Guided Learning" means the activity of a Student being taught or instructed by, or otherwise participating in education or training under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training. For these purposes the activity of 'participating in education or training' shall be treated as including the activity of being assessed if the assessment takes place under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training;

### "Occupational Entry Competence" means that level of competence that:

- (a) signifies that a Student is well-placed to develop full occupational competence, with further support and development, once in employment;
- (b) is as close to full occupational competence as can be reasonably expected of a Student studying the TQ in a classroom-based setting (e.g. in the classroom, workshops simulated working and (where appropriate) supervised working environments); and
- (c) signifies that a Student has achieved the level for a pass in relation to the relevant Occupational Specialist Component;

"Qualification Purpose" means the purpose of the TQ set out in Annex 1 of this Service Requirements;

"Service Definition Table" means the Table set out in Part 2 of this Service Requirements;

"Service Requirement 1" means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of "Service Requirement 1: Designing, developing and managing TQ Content" in the Service Definition Table;

"Service Requirement 2" means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of "Service Requirement 2: Assessment Design and Delivery" in the Service Definition Table;

"Service Requirement 3" means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of "Service Requirement 3: Grading and Awarding" in the Service Definition Table;

"Service Requirement 4" means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of "Service Requirement 4: Provider Approval" in the Service Definition Table;

"Service Requirement 5" means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of "Service Requirement 5: Provider Support" in the Service Definition Table;

"Service Requirement 6" means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of "Service Requirement 6: Student registration and Student entry" in the Service Definition Table;

"Service Requirement 7" means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of "Service Requirement 7: TQ Results" in the Service Definition Table;

"Service Requirement 8" means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of "Service Requirement 8: TQ Post-Results Services" in the Service Definition Table;

"Service Requirement 9" means that part of the Services (including the requirements for and the outcomes to be achieved by the Supplier as a result of the performance of that part of the Services) set out or referred to under the heading of "Service Requirement 9: Reporting" in the Service Definition Table;

"TQ Critical Path Diagram" means the diagram setting out the critical path for the design, development and delivery of the TQ attached at Annex 4 to the Service Requirements;

"TQ Live Assessment Materials" means the live assessment materials referred to in, and meeting the requirements of, the Product Description for the TQ Live Assessment Materials.

### Part 1 – Overview of the Service Requirements

### 1 Introduction

- 1.1 This Part 1 of this Service Requirements sets out:
  - 1.1.1 at paragraph 2, that part of the Services relating to the design, development and delivery of the Initial TQ Deliverables and Guide Standard Exemplification Materials and the review and update of such Initial TQ Deliverables and/or the TQ Deliverables (as the case may be), including the Initial Development Services and the Ongoing Development Services;
  - at paragraph 3, that part of the Services relating to the Provider Approval and monitoring services (as detailed in that paragraph 3);
  - 1.1.3 at paragraph 4, that part of the Services relating to the support to be provided to Eligible Providers and Approved Providers (as detailed in that paragraph 4);
  - 1.1.4 at paragraph 5, that part of the Services relating to Student registration and Student assessment entry (including Additional Services) (as detailed in that paragraph 5);
  - 1.1.5 at paragraph 6, that part of the Services relating to the design and delivery of the TQ Live Assessment Materials (as detailed in that paragraph 6);
  - 1.1.6 at paragraph 7, that part of the Services relating to grading and awarding in respect of each Student's performance in respect of the TQ Live Assessment Materials (as detailed in that paragraph 7);
  - 1.1.7 at paragraph 8, that part of the Services relating to the provision of results (as detailed in that paragraph 8);
  - 1.1.8 at paragraph 9, that part of the Services relating to the provision of Post-Results Services (including Additional Services) (as detailed in that paragraph 9);
  - 1.1.9 at paragraph 10, that part of the Services relating to the reporting of Management Information (as detailed in that paragraph 10); and

- 1.1.10 at paragraph 11, such other services as may be necessary to support and/or are associated with the provision of the Services (as detailed in that paragraph 11).
- 1.2 Paragraphs 2 (*Initial TQ Deliverables and development services*) to 9 (*TQ Post-Results Services*) shall be read in conjunction with the TQ Critical Path Diagram.
- 1.3 The Supplier shall design, develop, obtain IfATE Approval for, and deliver to Approved Providers in England, the technical qualification element of the T Level for the relevant Pathway under this Contract, including, without prejudice to its obligations in clause 3.1.8 (*How the Services must be supplied*), performing all of the Services set out in this Service Requirements.
- 1.4 Unless otherwise stated in this Service Requirements, the Supplier shall organise and deliver the Services:
  - 1.4.1 to ensure that the activities contemplated by the Key Dates Schedule for the relevant Academic Year and/or the TQ Content Updating Schedule (and which rely on the performance of the whole or any part of the Services) can be carried out and completed in accordance with such Key Dates Schedule and/or the TQ Content Updating Schedule (as the case may be);
  - 1.4.2 in accordance with the Implementation and Delivery Plan;
  - 1.4.3 in accordance with the Resource Plan;
  - 1.4.4 in accordance with the Approved Assessment Strategy; and
  - 1.4.5 (at all times) taking into account the aims of the Qualification Purpose.
- 1.5 The Supplier shall, subject to paragraphs 2.5 and 2.6 (*Initial TQ Deliverables and development services*) and paragraph 6.3 (*TQ live assessment design and delivery*) and without prejudice to paragraph 2.1 to 2.4 (*Initial TQ Deliverables and development services*) (inclusive), provide a copy of any Products that are developed, amended, updated and/or supplemented from time to time by the Supplier in accordance with this Contract to the Authority as soon as reasonably practicable following such development, amendment, update and/or supplement.
- 1.6 If there is any conflict and/or inconsistency between the provisions of this Service Requirements and the Conditions of Recognition, the Conditions of Recognition shall prevail.

- 1.7 Without prejudice to paragraph 1.4.1, the Supplier shall organise and deliver the Services to ensure that all applicable parts of the Services are provided at such times and in such manner as shall be necessary to facilitate the delivery of the number of assessment series for the TQ as shall be contemplated by the Key Dates Schedule for the relevant Academic Year, subject always to the provisions of paragraphs 1.8 to 1.10 (inclusive).
- 1.8 The Supplier shall ensure that there shall be at least one, but not more than two, assessment series in each Academic Year in respect of each of the assessments for:
  - 1.8.1 the TQ Core Component (comprising the External Examination and the Employer Set Project); and
  - 1.8.2 the Occupational Specialist Components.
- 1.9 The Supplier acknowledges that the assessments in each Academic Year for the TQ Core Component and the Occupational Specialist Components referred to in paragraph 1.8 may be, but are not required to be, held in the same assessment series and so therefore can be for example:
  - 1.9.1 provided in a single assessment series (encompassing both such assessments for the TQ Core Component and the Occupational Specialist Components); or
  - 1.9.2 provided in two assessment series (for each of such assessments for the TQ Core Component and the Occupational Specialist Components) being a total of four assessment series.
- 1.10 The Supplier shall ensure that:
  - 1.10.1 each Student takes all of the assessments for the TQ Core Component referred to in paragraph 1.8.1;
  - 1.10.2 each Student takes all of the assessments for each individual Occupational Specialist Component referred to in paragraph 1.8.2 in the same assessment series;
  - 1.10.3 a Student may, subject to paragraphs 1.10.1 and 1.10.2, take the assessments for the TQ Core Component and the Occupational Specialist Components referred to in paragraph 1.8 in different assessment series (including assessment series in different Academic Years); and

1.10.4 its approach to the scheduling of the assessments shall be set out in its Assessment Strategy.

# 2 Initial TQ Deliverables and development services

### **Initial Development Services**

- 2.1 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and clause 5 (*Developing the TQ and achieving IfATE Approval*), the Supplier shall design, develop and deliver the Initial TQ Deliverables in accordance with (and meeting all of the requirements of):
  - 2.1.1 the Product Description for each item forming part of the Initial TQ Deliverables;
  - 2.1.2 the Former Supplier's TQ Specification and/or ,if relevant, the Outline Content;
  - 2.1.3 the requirements set out in the third column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4;
  - 2.1.4 the Implementation and Delivery Plan (including the Supplier's obligation to work with and consult (and take into account the outcome of such working with and consultation of) a representative sample of Providers and Employers (as required by that Implementation and Delivery Plan);
  - 2.1.5 the Resource Plan;
  - 2.1.6 the Assessment Strategy; and
  - 2.1.7 Annex 7 (Initial Development Milestones) to this Service Requirements,

and, in each case, to ensure the delivery of a high quality technical education qualification element of the T Level for the relevant Pathway and that the outcomes referred to in the first column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4 are achieved (the "Initial Development Services").

2.2 The Supplier shall procure that, without prejudice to its obligations in clause 5.13.2 (Developing the TQ and achieving IfATE Approval), the Initial TQ Deliverables

(meeting all of the requirements of paragraph 2.1) shall be delivered to the Authority on or prior to the Final Approval Milestone Date.

### Ongoing Development Services

- 2.3 The Supplier shall procure that (without prejudice to the Supplier's obligations in clause 3.1 (How the Services must be supplied) and clause 5.3 (Developing the TQ and achieving IfATE Approval) and notwithstanding the achievement of IfATE Approval in respect of the Initial TQ Deliverables) throughout the Term the TQ Deliverables meet (and continue to meet) all of the requirements of:
  - 2.3.1 the Product Description for each item forming part of the TQ Deliverables;
  - 2.3.2 the Former Supplier's TQ Specification and, if relevant, the Outline Content;
  - 2.3.3 the requirements set out in the third column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4;
  - 2.3.4 the Implementation and Delivery Plan (including the Supplier's obligation to work with and consult (and take into account the outcome of such working with and consultation of) a representative sample of Providers and Employers (as required by that Implementation and Delivery Plan));
  - 2.3.5 the Resource Plan;
  - 2.3.6 the Approved Assessment Strategy; and
  - 2.3.7 clause 8 (*TQ Changes*) and Annex 6 (*TQ Content Updating Schedule*) to this Service Requirements,

and in each case, to ensure the continued delivery of a high quality technical education qualification element for the T Level for the relevant Pathway and that the outcomes referred to in the first column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4 are achieved (the "Ongoing Development Services").

2.4 The Supplier shall procure that the TQ Deliverables (as amended, supplemented or replaced in accordance with clause 8 (TQ Changes) and Annex 6 (TQ Content Updating Schedule) to this Service Requirements) shall be delivered to the Authority

on or prior to the applicable date specified on the Key Dates Schedule for the relevant Academic Year or TQ Content Updating Schedule (as applicable).

### <u>Updating the Implementation and Delivery Plan and the Resource Plan</u>

- 2.5 Subject to the provisions of paragraph 1 (Key Personnel) of Schedule 7 (Staff including Key Personnel), the Parties acknowledge and agree that the Implementation and Delivery Plan and the Resource Plan are intended to be live documents that may need to flex from time to time to ensure the continued successful delivery of the Services to the standards required by this Contract and the Supplier shall, throughout the Term, review, amend and update (as necessary) each of the Implementation and Delivery Plan and the Resource Plan to ensure that such Implementation and Delivery Plan and Resource Plan takes into account (and (where applicable) mitigates the effects of) all relevant factors that have impacted or may impact upon the successful delivery of the Services to the standards required by this Contract, provided always that where any such review, amendment and/or update would (or is reasonably likely to) operate to reduce and/or otherwise diminish the Authority's rights and/or remedies and/or the Supplier's liabilities contemplated by this Contract (including where, but for such review, amendment and/or update, the Supplier would (or would be reasonably likely to) be in Default under this Contract), the Supplier shall:
  - 2.5.1 submit such proposed reviewed, amended and/or updated Implementation and Delivery Plan and/or Resource Plan (as the case may be) to the Authority for Approval; and
  - 2.5.2 where the Supplier does not obtain such Approval, the Implementation and Delivery Plan and/or Resource Plan (as the case may be) shall be deemed not to have been so reviewed, amended and/or updated to the extent that such review, amendment and/or update would (or would be reasonably likely to) operate to so reduce the Authority's rights and/or remedies and/or the Supplier's liabilities under this Contract.

### Updating the Approved Initial TQ Deliverables and TQ Deliverables

2.6 The Supplier shall, notwithstanding the achievement of IfATE Approval in relation to the Initial TQ Deliverables and subject to the provisions of clauses 8.4 and 8.5 (TQ Changes) and Annex 6 (TQ Content Updating Schedule) to this Service Requirements (which shall apply in respect of the annual review referred to in such clauses 8.4 and 8.5 (TQ Changes)), be required to keep under review, and entitled to amend and update, the Approved Initial TQ Deliverables and the TQ Deliverables throughout the

Term to ensure that the Supplier continues to meet its obligations under paragraph 2.3, provided always that the Supplier shall:

- 2.6.1 notify the Authority (as part of the Operational Delivery Report) of any proposed amendments and/or updates to such Approved Initial TQ Deliverables and/or TQ Deliverables; and
- 2.6.2 comply with the applicable requirements of clauses 8.10 and 8.11 (*TQ Changes*) prior to making available any such amended and/or updated Approved Initial TQ Deliverables and/or TQ Deliverables to Approved Providers and provided further that the words "by the relevant date prescribed by the TQ Content Updating Schedule" in such clauses 8.10 and 8.11 shall be deemed to be deleted for the purposes of this paragraph 2.6.

#### 3 TQ Provider Approval and monitoring services

- 3.1 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*), the Supplier shall, following IfATE Approval:
  - 3.1.1 provide that part of the Services referred to in the third column of Service Requirement 4 to ensure that the outcomes referred to in the first column of Service Requirement 4 are achieved; and
  - 3.1.2 monitor the delivery by Approved Providers of the TQ (and the Approved Provider's continuing satisfaction of all of the requirements of the Provider Approval Criteria) in accordance with the monitoring arrangements set out in the Approved Assessment Strategy.<sup>1</sup>
- 3.2 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall notify the Authority (and provide full details of the circumstances) as soon as reasonably practicable where:
  - 3.2.1 it reasonably believes that an Eligible Provider may not become an Approved Provider;
  - 3.2.2 an Eligible Provider does not become an Approved Provider;

<sup>&</sup>lt;sup>1</sup> These proposed arrangements should form part of the Supplier Response.

- 3.2.3 it reasonably believes that an Approved Provider may cease to be an Approved Provider;
- 3.2.4 an Approved Provider ceases to be an Approved Provider; and/or
- 3.2.5 the monitoring referred to in paragraph 3.1.2 reveals (and/or the Supplier otherwise becomes aware of):
  - (i) any failure by the Approved Provider to comply with the Approved Provider's Quality Assurance Process in the applicable Provider Contract:
  - (ii) any event, matter or circumstance which has had (or is reasonably likely to have) an adverse impact on Students (including as a result of an Appeal referred to in Service Requirement 8) and/or shall or may bring the T Level Programme into disrepute; and/or
  - (iii) any malpractice and/or maladministration on the part of the Approved Provider (including where any confidential TQ Live Assessment Materials (and/or the content of or information about such TQ Live Assessment Materials) is lost, stolen or transmitted).
- 3.3 The Supplier shall, as soon as reasonably practicable following the occurrence or identification of any matter referred to in paragraph 3.2, notify the Eligible Provider or Approved Provider (as the case may be) of any steps that are necessary to be taken by such Eligible Provider or Approved Provider (as the case may be) to remedy such matters and/or such failure and shall (as soon as reasonably practicable) notify the Authority (and provide full details) of such steps, together with details of the action that the Supplier will be taking to:
  - 3.3.1 procure that the Eligible Provider or Approved Provider (as the case may be) takes such steps; and/or
  - 3.3.2 mitigate the effects of such failure and/or matters.

#### 3.4 The Supplier shall:

3.4.1 use all reasonable endeavours to procure that the Eligible Provider or Approved Provider (as the case may be) takes the steps referred to in paragraph 3.3; and

3.4.2 take the action referred to in paragraph 3.3,

together with, in either case, such further steps and/or action as the Authority may reasonably require following the notification referred to in paragraph 3.3.

- 3.5 The Supplier shall (in such manner (including as to timing) as the Authority may reasonably require) keep the Authority updated as to:
  - 3.5.1 the progress by the Eligible Provider or Approved Provider (as the case may be) with the taking of the steps referred to in paragraph 3.3 (including (where applicable) whether the event, matter or circumstance giving rise to the requirement for the taking of such steps has been (or is reasonably likely to be) remedied); and
  - 3.5.2 the action that the Supplier is taking and has taken in accordance with paragraph 3.4,

provided always that where the Supplier fails to comply with its obligations in paragraphs 3.2 to 3.4 (inclusive), such failure shall (notwithstanding the provisions of clauses 14.2.1 to 14.2.10 (*What may happen if there are issues with your provision of the Services*)) be deemed to give rise to a right for the Authority to issue written notification of Designated Action to the Supplier, to which the provisions this Contract (including clause 14.2 (*What may happen if there are issues with your provision of the Services*)) shall apply.

#### 4 TQ Provider support services

- 4.1 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and Schedule 4 (*Co-operation*), the Supplier shall, throughout the Term, provide that part of the Services referred to in, and in accordance with, the third column of Service Requirement 5 to:
  - 4.1.1 ensure that the outcomes referred to in the first column of Service Requirement 5 are achieved; and
  - 4.1.2 following achievement of IfATE Approval, facilitate the implementation by Providers of the TQ in accordance with the Approved TQ Specification.
- 4.2 The Supplier shall, subject always to clause 4.12 and 4.13 (*Pricing and payments*), in respect of:

- 4.3 the Fees for the first Academic Year for the first Exclusive Cohort, make available details of the Fees to Eligible Providers and Approved Providers as soon as reasonably practicable;
- 4.4 the Fees for the second Academic Year, make available details of the Fees to Eligible Providers and Approved Providers no later than 30 April prior to the start of the second Academic Year; and
- 4.5 the third and each subsequent Academic Year, publish details of the Fees to Approved Providers no later than 30 April prior to the start of the relevant Academic Year.

#### 5 <u>Student registration and Student entry</u>

- 5.1 The Supplier shall procure that Approved Providers have processes in place (and implement such processes) to ensure that, on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, each Student is correctly registered for the TQ and in the manner contemplated by Service Requirement 6.
- 5.2 The Supplier shall procure that Approved Providers have processes in place (and implement such processes) to ensure that, on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, each Student is correctly entered for assessment in respect of:
  - 5.2.1 the TQ Core Component; and
  - 5.2.2 each Occupational Specialist Component,

for which they are undertaking assessment.

- 5.3 The Supplier shall, following a request from an Approved Provider, provide the Additional Services referred to as "Late entry or entry amendment", "Late registration or registration amendment", "Very late entry or entry amendment" or "Very late registration or registration amendment" (as the case may be) in accordance with the applicable requirements set out against that Additional Service in Annex 10 (Additional Services) to this Service Requirements.
- 5.4 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall ensure that, following IfATE Approval and (as applicable) in each Contract Month throughout the remainder of the Term, details of the registrations and assessment entries referred to in paragraph 5.1 and 5.2 are reported to the Authority in the Management Information

that is provided in respect of the Contract Month in which such registrations and/or entries are made, such reports to meet the requirements set out in the third column of each of Service Requirement 6 and Service Requirement 9 to ensure that the outcomes referred to in the first column of each of Service Requirement 6 and Service Requirement 9 are achieved.

- 5.5 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and elsewhere in this Service Requirements, the Supplier shall, as soon as reasonably practicable after:
  - 5.5.1 becoming aware of any Approved Provider that is not registering any Students for the TQ (as contemplated by paragraph 5.1) and/or not entering Students for assessment (as contemplated by paragraph 5.2); and/or
  - 5.5.2 becoming concerned as to the number of Students being registered for the TQ and/or being entered for assessment,

notify the Authority (together with full details) of such matter and/or concern.

## 6 TQ live assessment design and delivery

- 6.1 The Supplier shall (without prejudice to its obligations in clause 3.1 (*How the Services must be supplied*)):
  - on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, design, develop and make available to Approved Providers the TQ Live Assessment Materials:
  - during the period specified on the Key Dates Schedule for the relevant Academic Year, administer the delivery by the Approved Providers of the TQ Live Assessment Materials and mark (or (where applicable) procure the marking and/or Moderation of) Student assessment evidence generated by the application and/or use (as the case may be) of such TQ Live Assessment Materials; and
  - during the period specified on the Key Dates Schedule for the relevant Academic Year and following a request from an Approved Provider, administer the delivery by that Approved Provider of the TQ Live Assessment Materials in respect of the Additional Services referred to as "Retakes" in accordance with the applicable requirements set out against that Additional Service in Annex 10 (Additional Services) of this Service

Requirements and mark (or (where applicable) procure the marking and/or Moderation of) Student assessment evidence generated by the application and/or use (as the case may be) of such TQ Live Assessment Materials,

in each case, in accordance with the then current Approved Assessment Strategy, subject to paragraph 6.2, the then current Approved Guide Standard Exemplification Materials or Grade Standard Exemplification Materials (as the case may be) and the requirements set out in the third column of Service Requirement 2 so as to ensure that the outcomes referred to in the first column of Service Requirement 2 are achieved.

#### 6.2 The Supplier shall:

- 6.2.1 in respect of the First Teach Cohort for the relevant element of the Occupational Specialist Component, require the implementation and use by Approved Providers (including any assessors employed or engaged by any such Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) and Assessors of the Approved Guide Standard Exemplification Materials for the purposes of assessing each Student's performance in respect of the TQ Live Assessment Materials; and
- 6.2.2 following grading of Student performance in respect of the TQ Live Assessment Materials undertaken by the First Teach Cohort of the relevant element of the Occupational Specialist Component and for each subsequent Cohort, develop, make available and require the implementation and use by Approved Providers (including any assessors employed or engaged by any such Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) and Assessors of the Grade Standard Exemplification Materials.
- 6.3 The Supplier shall provide a copy of the TQ Live Assessment Materials to the Authority as soon as reasonably practicable following the date on which such TQ Live Assessment Materials are first made available to Students.

#### 7 TQ grade awarding

7.1 Following completion of the live assessments referred to in paragraphs 6.1.2 and 6.1.3 (*TQ live assessment design and delivery*) in the relevant Academic Year, the Supplier shall (as soon as reasonably practicable but not later than the date specified on the Key Dates Schedule for the relevant Academic Year for such live assessments for that

Academic Year) assign a grade to each Student (to reflect the relevant marks awarded to each such Student) in respect of their performance in the assessment for the TQ Core Component and each Occupational Specialist Component that each such Student has undertaken in accordance with the requirements set out in the third column of Service Requirement 3 and so as to ensure that the outcomes referred to in the first column of Service Requirement 3 are achieved.

#### 8 TQ results

- 8.1 The Supplier shall (as soon as reasonably practicable following completion of its obligations in paragraph 7.1 (*TQ grade awarding*), but not later than the date specified on the Key Dates Schedule for the relevant Academic Year), provide the results for each Student in the Cohort to the Authority or to the Authority's nominee (as notified by the Authority to the Supplier from time to time) in accordance with paragraph 8.2, such results to include details of:
  - 8.1.1 the mark and grade awarded for the TQ Core Component;
  - 8.1.2 the mark and grade awarded for each Occupational Specialist Component; and
  - 8.1.3 such information and/or data as is required (including grade boundaries) by the Authority to award an overall grade for the T Level,

in each case, in respect of each TQ assessment that the relevant Student has undertaken.

- 8.2 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall ensure that the results referred to in paragraph 8.1 are provided to the Authority or to the Authority's nominee (as notified by the Authority to the Supplier from time to time) and reported to the Authority in the Management Information that is provided in respect of the Contract Month in which such results are required to be provided in accordance with paragraph 8.1, such results and report to meet the requirements set out in the third column of each of Service Requirement 7 and Service Requirement 9 to ensure that the outcomes referred to in the first column of each of Service Requirement 7 and Service Requirement 7 and Service Requirement 7 and Service Requirement 9 are achieved.
- 8.3 The Supplier shall (on the date specified on the Key Dates Schedule for the relevant Academic Year) provide to the Approved Provider a breakdown of attainment to allow

any Approved Provider and/or Student to make informed decisions about applications for (amongst other things) marking reviews and/or appeals (including a Review of Marking and/or Appeal as referred to in Annex 10 (*Additional Services*) to this Service Requirements), such breakdown (subject always to the provisions of clauses 13.10 to 13.12 (*Intellectual Property Rights*) (inclusive)) to be presented in such manner and/or format as shall not be capable of being regarded, interpreted and/or represented as a formal qualification certificate or statement of achievement.

### 9 TQ Post-Results Services

- 9.1 The Supplier shall, following the provision of the results referred to in paragraph 8.1 (*TQ results*) and, in respect of each Cohort, for a period expiring at the end of 2 Academic Years following the end of the final Academic Year for each such Cohort:
  - 9.1.1 respond to enquiries about results; and
  - 9.1.2 following a request from an Approved Provider made in accordance with the applicable Key Dates Schedule(s) referred to in paragraph 9.2, provide the relevant Additional Services requested by that Approved Provider (other than the Additional Services referred to in paragraph 5.3 (*Student registration and Student entry*) and 6.1.3 (*TQ live assessment design and delivery*), to which the provisions of those paragraphs shall apply) in accordance with the applicable requirements set out against the relevant Additional Services in Annex 10 (*Additional Services*) to this Service Requirements, (including as referred to in, and in accordance with, the third column of Service Requirement 8 to ensure that the outcomes referred to in the first column of Service Requirement 8 are achieved).
- 9.2 The Parties acknowledge and agree that the time period within which an Approved Provider may request the provision of the Additional Services referred to in paragraph 9.1.2 in relation to a Student that has undertaken an assessment (including an assessment that is a "Retake", as referred to in Annex 10 (Additional Services)) in an assessment series (the "Relevant Assessment Series") shall be as set out in the Key Dates Schedule(s) for the relevant Academic Year(s) applicable to the Relevant Assessment Series (including any Key Dates Schedule applicable to and/or regulating the provision of Additional Services in respect of assessments undertaken in the Relevant Assessment Series), provided always that nothing in this paragraph 9.2 shall operate to:

- 9.2.1 prevent or restrict (or be deemed to give rise to a right of the Supplier to prevent or restrict) any "Retakes" from being undertaken (or from being requested to be undertaken) in accordance with paragraph 6.1.3; and/or
- 9.2.2 extend the period referred to in paragraph 9.1.

#### 10 Reporting

10.1 The Supplier shall (without prejudice to its obligations in clause 3.1 (*How the Services must be supplied*)) in each Contract Month throughout the Term, report to the Authority in accordance with (and provide such information as is required by) the requirements set out in the third column of Service Requirement 9 to ensure that the outcomes referred to in the first column of Service Requirement 9 are achieved.

#### 11 Overarching services

- 11.1 The Supplier shall:
  - 11.1.1 maintain, update and provide to the Authority (as required by clause 5.5.1 and paragraph 3.1 of Schedule 15 (*Monitoring of Performance*)) each of the Risk Register and the Issues Log;
  - 11.1.2 implement, carry out and complete such steps (and within such time) as the Authority shall reasonably require arising out of the review of the Risk Register and/or the Issues Log pursuant to clause 5.5.1 (Developing the TQ and achieving IfATE Approval) and paragraph 3.1 of Schedule 15, (Monitoring of Performance) provided always that where the Supplier fails to implement, carry out and complete such steps in accordance with such requirements (including within such time), such failure (notwithstanding the provisions of clauses 14.2.1 to 14.2.10 (What may happen if there are issues with your provision of the Services)) be deemed to give rise to a right for the Authority to issue written notification of Designated Action to the Supplier, to which the provisions of this Contract (including clause 14.2 (What may happen if there are issues with your provision of the Services)) shall apply.
- 11.2 The Supplier shall provide all of the back-office systems and business processes necessary to enable the delivery of the Services, including IT systems, data security systems, accounting and administrative services.
- 11.3 The Supplier shall:

- 11.3.1 actively promote the T Level for which it is the TQ provider, coordinated in partnership with, and with the Approval of, the Authority; and
- adhere to the Authority's guidelines in respect of all publicity and marketing material produced by the Supplier (or its Subcontractors) in relation to the T Level for which it is the TQ provider.
- 11.4 The Supplier shall, following any reasonable request from the Authority:
  - 11.4.1 participate in and support any promotional activities intended to increase the uptake of T Levels by Providers and/or Students; and
  - 11.4.2 without prejudice to its obligations in Schedule 4 (*Co-operation*) and Schedule 15 (*Monitoring of Performance*), attend and participate in any such meetings as the Authority may reasonably convene from time to time in connection with the T Levels Programme.

## 12 <u>Efficiency</u>

**NOT USED** 

### 13 Social Value Commitments

13.1 The Supplier must ensure it takes reasonable measures to meets its Social Value commitments, in full compliance with its response to Q9.6 of the Award Questionnaire in their tender submission.

# Part 2 - Service Definition Table

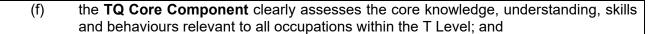
This Part 2 sets out the outcomes each Service must deliver and the minimum requirements the Supplier must meet when delivering each Service.

Service Requirement 1	: Designing, devel	oping	and managing TQ content
Outcomes  The Specification of Content is sufficiently clear and appropriately detailed to ensure Approved Providers can properly prepare Students for the TQ assessments.	SR 1.1  Maintenance of the Specification of Content	1	During the Initial Development, any removal of TQ Specification material from the Specification of Content must be justified and validated by a sufficient and representative sample of Employers. Where the Supplier considers that it is necessary to remove content present in the existing TQ Specification, it shall provide a clear and detailed rationale as part of its Assessment Strategy included with the Submission for Interim Milestone 1 (and any subsequent milestones) to the Authority. Evidence from a representative sample of employers relevant to the sector must also be provided to support any proposals to remove any TQ Specification material from the Specification of Content.—The Authority shall consider whether such content may be removed from the Specification of Content, provided always that the Authority's decision as to whether such content may be removed from the Specification of Content shall be final.
The knowledge, understanding, skills and behaviours specified in the Former Supplier's TQ Specification and, if relevant, the Outline Content in relation to the TQ Core Component are up-to-date and have been validated by employers to ensure that the TQ has continued currency among		2	During the Initial Development, the inclusion of additional material must be justified and validated by a sufficient and representative sample of Employers as agreed by the Authority. The Supplier shall ensure that the Specification of Content does not include entirely new content, as distinct from updated content, that is not included in the existing TQ Specification, unless otherwise agreed by the Authority. Where the Supplier considers that it is necessary to include entirely new content, it shall provide a clear and detailed rationale as part of its Assessment Strategy included with the Submission for Interim Milestone 1 (and any subsequent milestones) to the Authority. Evidence from a representative sample of employers relevant to the sector must also be provided to support any proposals to remove any TQ Specification material from the Specification of Content. The Authority shall consider whether such new content may be included as part of the Specification of Content, provided always that the Authority's decision as to whether such new content may be included as part of the Specification of Content shall be final. The Supplier must show that new content must be covered at an appropriate depth for a level 3 qualification.

Employers and other end-users (including higher education	3	Durii	ng the delivery p
higher education providers).  The knowledge, understanding, skills and behaviours specified in the Former Supplier's TQ Specification and, if relevant, the Outline Content in relation to		(a) (b) (c)	enables accura (including to fa what is require Providers to de and (ii) any oth successful lear supports Stude enables Stude
each Occupational Specialist Component		(0)	Occupational S
are up-to-date and ensure that the TQ has continued currency among Employers and		(d)	ensures that E the content in s appropriate occ
other end-users (including higher education providers).	4	Spec relate When anoth Subn	ponents should cification. The Substitute to one Componers one the Supplier coner, it shall provide mission at Interimal content may be re-

#### 3 During the delivery period the Supplier must ensure that the Specification of Content:

- (a) enables accurate interpretation of the Specification of Content by Approved Providers (including to facilitate a clear and consistent understanding by Approved Providers of what is required to be taught and assessed for the TQ and to enable Approved Providers to determine (i) the level of competence required for staff who assess learning and (ii) any other physical requirements (such as facilities and hardware) integral to successful learning for the TQ);
- (b) supports Student progression and adaptability;
- (c) enables Students to achieve Occupational Entry Competence in relation to each Occupational Specialist Component; and
- (d) ensures that English, mathematics and digital\*\* content is integrated within the rest of the content in such manner as shall ensure such content is delivered and assessed in appropriate occupationally specific contexts.
- 4 Components should follow the same structure as set out in the existing TQ Specification. The Supplier shall not move elements of the existing TQ Specification which relate to one Component into another Component, unless otherwise agreed by the Authority. Where the Supplier considers that it is necessary to move content from one Component to another, it shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether such content may be moved, provided always that the Authority's decision as to whether such content may be moved shall be final.
- The TQ has two types of Component. The Supplier shall ensure that:
  - (e) the TQ has only two types of Component and is <u>not</u> unitised any further, such that only the TQ Core Component and each Occupational Specialist Component are formally graded;



- (g) each **Occupational Specialist Component** clearly assesses the occupationally specific knowledge, understanding, skills and behaviours relevant to the occupations within the T Level.
- The TQ must not be biased towards any Occupational Specialist Component. Where there is more than one Occupational Specialist Component for the TQ, the Supplier shall ensure that the TQ Core Component is not biased towards any particular Occupational Specialist Component. This is to ensure fairness for all Students, to support learning in their chosen Occupational Specialist Component.
- The TQ and its Components must be appropriately titled. The Supplier shall ensure that the TQ and the Components reflect the titling conventions in the Former Supplier's TQ Specification and, if relevant, the Outline Content. The Supplier shall agree any amendments to the titling conventions of the TQ with the Authority and shall then use only this agreed title to refer to the TQ.
- The Specification of Content must support fair access to attainment, including for Students with special educational needs and/or disabilities. Without prejudice to the Supplier's obligations in clause 3.1.7 (How the Services must be supplied) and clause 32 (Equality, diversity, human rights and modern slavery), the Supplier shall comply with all applicable Law and shall ensure that the Specification of Content is inclusive, including providing for Reasonable Adjustments and Special Consideration (as defined in SR 2.4 and SR 2.5 (respectively) below). The Supplier shall provide evidence that it has considered and addressed all such applicable Law relating to delivery of fair access to the TQ.
- Set recommended Guided Learning hours for each part of each Component. The Supplier shall ensure that the Specification of Content details the recommended Guided Learning hours for each part of the TQ Core Component and each Occupational Specialist Component, including the recommended Guided Learning hours for both delivery and assessment of each such part of each such Component, provided that (i) such recommended hours are between a minimum of 900 hours and a maximum of 1400 hours and (ii) the maximum number of hours within the recommended range for the TQ Core Component are no more than 50%, and no

			less than 20%, of the overall time for the TQ. The Supplier shall provide a clear and detailed rationale for such recommended Guided Learning hours as part of its Assessment Strategy included with the Submission for the Final Approval Milestone to the Authority, or earlier at the Authority's request, and the Authority shall consider whether such proposed recommended Guided Learning hours may be included as part of the Specification of Content, provided always that the Authority's decision as to whether such recommended Guided Learning hours may be included as part of the Specification of Content shall be final.
		10	Combination of Occupational Specialist Components. Where a T Level features more than one Occupational Specialist Component these should be specified as options from which a Student will typically select one Occupational Specialist Component. Where a Student is required to study two Occupational Specialist Components, the Supplier shall specify any prohibited combinations of Occupational Specialist Components, for example where there is overlap between the Occupational Specialist Component content or where there would be insufficient time to study a particular combination. The Supplier shall make it clear that Approved Providers can select the Occupational Specialist Component(s) they wish to deliver within these rules. Where rules of combination are given, the Supplier shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 which explains how any combinations are compatible and achievable within the duration of the TQ.
		11	Where, in exceptional circumstances, the Supplier proposes to give Students the option to study more than two Occupational Specialist Components, it must provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether such rules of combination are appropriate, provided always that the Authority's decision as to whether such rules of combination are appropriate shall be final.
Service Requirement	2: Assessment de	esign an	d delivery
Outcomes	SR 2.1	1	The Supplier shall ensure that:
The TQ provides for optimal assessment and reliable evidence	Assessment quality		(a) the Scheme of Assessment, the TQ Specimen Assessment Materials and the TQ Live Assessment Materials provide the optimum balance of the assessment principles set out below; and

of a Student's attainment in relation to the knowledge, understanding, skills and behaviours specified in the Former Supplier's Specification of Content and, if relevant, the Outline Content.

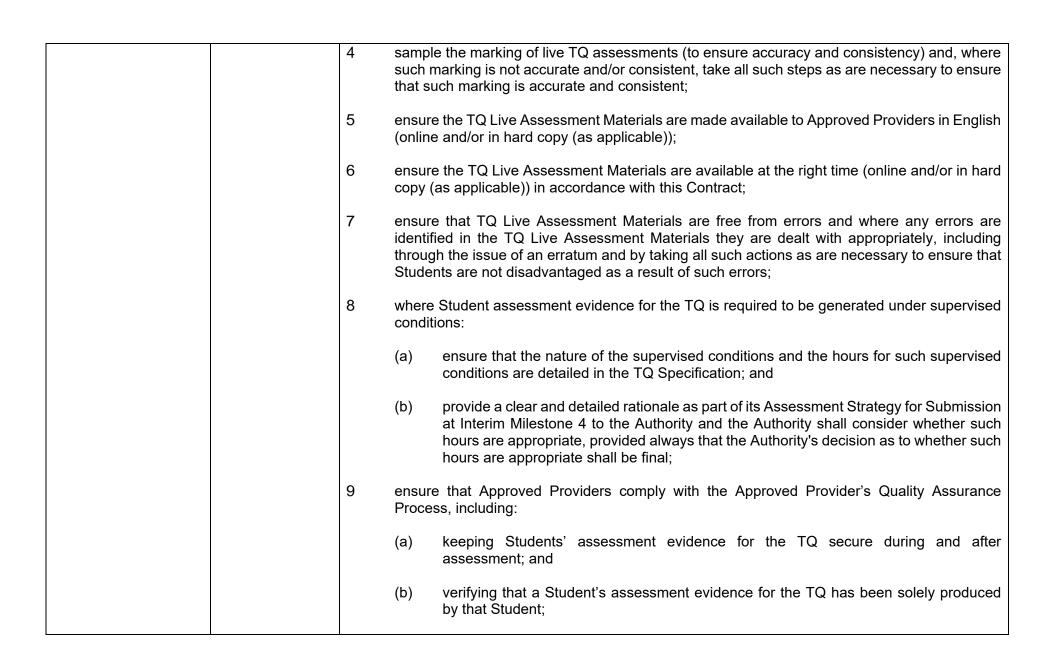
The TQ supports fair access to attainment for all Students who take the TQ.

(b) the Assessment Strategy sets out a detailed rationale to explain how the TQ Specification, the TQ Specimen Assessment Materials and the TQ Live Assessment Materials meet these assessment principles.

## **Assessment principles**

- Validity. The extent to which the TQ assessments (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) effectively measure what they are intended to measure. This includes the extent to which TQ assessments (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) allow Students to produce assessment evidence for the TQ that clearly corresponds to the Specification of Content and ensures the Specification of Content is not under-represented or misrepresented.
- Reliability. This is about consistency and so concerns the extent to which the various stages in the TQ assessment process generate outcomes that would be replicated were the assessment repeated. The reliability of an assessment is affected by a range of factors, such as the sampling of assessment tasks and inconsistency in marking by human assessors. Reliability is critical to ensuring standards of attainment are equivalent over time (comparable performance).
- Comparable performance. The extent to which the same grade for a Component with the same title indicates a comparable level of Student performance across Approved Providers (nationally) and over time.
- Minimising bias. Ensuring that a TQ assessment (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) does not produce unreasonably adverse outcomes for Students who share a particular characteristic. The Supplier should seek to ensure all Students are treated fairly and the assessment (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) complies with all applicable Law.
- Minimising malpractice. Ensuring the TQ design (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) and processes relating to the delivery of the TQ assessments limit malpractice, including attempts by candidates to communicate with each

the desired of the De
other during an assessment and failures by Provider staff to comply with Supplier instructions regarding storage of Student assessment evidence.
Appropriate demand. This relates to the level of difficulty of a TQ assessment task (including within the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) and the requirements of the relevant part of the Specification of Content which is to be assessed and any expectations of performance at specified grades. Demand should be appropriate to a level 3 qualification.
Manageability. The feasibility of carrying out the TQ assessment processes. A manageable assessment process is one that has reasonable expectations of Students, Approved Providers and (where appropriate) Employers. This will be based on the impact of the assessment process on Students, Approved Providers and (where appropriate) Employers as against the usefulness of the outcomes.
The Supplier shall:
specify when the TQ assessments can be undertaken during the relevant Academic Year (taking into account any dates prescribed by the Key Dates Schedule for the relevant Academic Year) so that Students have sufficient time to generate assessment evidence and/or demonstrate the required knowledge, understanding, skills and behaviours;
notwithstanding the number of Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) identified in the Implementation and Delivery Plan and/or the Resource Plan, ensure a sufficient number of qualified and trained Assessors (and such Moderators) are available to assess Students' assessment evidence for the TQ;
train Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) so that their judgements in relation to the TQ assessments are consistent and accurate and applied in line with the standards defined by or through such training;



	following IfATE Approval, monitor the delivery of the TQ to identify any feature which could disadvantage a group of Students who share a particular characteristic and shall, as soon as reasonably practicable following identification of such a feature, take such steps as are necessary to minimise the feature being an unnecessary barrier to Student attainment;
	monitor and investigate instances of malpractice and/or maladministration relating to the TQ in accordance with paragraph 3 (TQ Provider Approval and monitoring services) of Part 1 of this Service Requirements;
	ensure final marks awarded by Assessors (and Moderator final marks and/or judgements, where permitted in accordance with the Approved Assessment Strategy) in relation to the TQ are collected for each Student and checked for accuracy by the relevant date specified in the Implementation and Delivery Plan; and
	where marking is to be applied to Student assessment evidence for the TQ by Assessors (and/or by assessors employed or engaged by Approved Providers and/or Moderation is to be undertaken in relation to such marking (in circumstances where the Approved Assessment Strategy allows for use of assessors employed or engaged by the Approved Provider)), ensure:
	(a) such Assessors (and assessors and Moderators) are appropriately trained and competent;
	(b) such Assessors (and Moderators) have no personal interest in the outcome of the marking; and
	(c) marking and Moderation is conducted in a way which secures the accuracy of marking and a consistent approach to marking, provided always that where the Supplier determines that such marking and/or Moderation is not being undertaken accurately and consistently, it shall correct any inaccuracies and/or inconsistencies and shall take (or shall (where necessary) procure that the relevant Approved Provider and/or Moderator shall take (as the case may be)) all necessary steps to prevent any future recurrence of such inaccuracy and/or inconsistency.
SR 2.3	The Supplier shall ensure that it has all necessary processes in place to ensure that, where TQ Live Assessment Materials are confidential (including the content of or information about

Confidentiality of	such TQ Live Assessment Materials), all such TQ Live Assessment Materials remain
TQ Live	confidential.
Assessment	Cornideritial.
Materials	If, notwithstanding the processes referred to above, a breach of confidentiality in relation to the TQ Live Assessment Materials does occur (including through the loss, theft or transmission of confidential TQ Live Assessment Materials) or is either suspected by the Supplier or alleged by any other person (and where there are reasonable grounds for that suspicion or allegation), such matter shall be notified to the Authority in accordance with paragraph 3.2 of Part 1 of this Service Requirements and the provisions of paragraphs 3.3 to 3.5 (inclusive) of such Part 1 of this Service Requirements shall apply.
SR2.4  Reasonable Adjustments	"Reasonable Adjustments" means such adjustments to and/or exemptions from the TQ Live Assessment Materials (as applicable) as are necessary and reasonable (in the context of what is being assessed) to enable a Student with special educational needs and/or disabilities to demonstrate his or her knowledge, understanding, skills and behaviours to the level of attainment required.
	The Supplier shall:
	1 have in place clear arrangements for making Reasonable Adjustments;
	2 explain (in the Assessment Strategy) how Reasonable Adjustments will be made to support fair access to attainment; and
	3 provide details of such arrangements to Approved Providers,
	in each case, taking into account and (where applicable) implementing the process, approach and/or system agreed between the T Level Awarding Organisations pursuant to paragraph 2.1.8 of Schedule 4 (Co-operation).
SR2.5  Special Consideration	"Special Consideration" means consideration to be given to a Student who has experienced a temporary illness, injury or other event outside of the Student's control and which has had, or is reasonably likely to have had, a material effect on that Student's ability to take a TQ assessment or demonstrate his or her level of attainment in a TQ assessment.
	The Supplier shall:

	<ul> <li>have in place clear arrangements for Special Consideration;</li> <li>explain (in the Assessment Strategy) how Special Considerations will be applied to support fair access to attainment; and</li> </ul>
	3 provide details to Approved Providers of how to request such Special Consideration, in each case, taking into account and (where applicable) implementing the process, approach and/or
	system agreed between the T Level Awarding Organisations pursuant to paragraph 2.1.8 of Schedule 4 (Co-operation).
SR 2.6  TQ Core Component assessment design and	The TQ assessments must be appropriately weighted. Where there is more than one Occupational Specialist Component for the TQ, the Supplier shall not weight the assessment of the TQ Core Component more heavily towards any one Occupational Specialist Component. This is to ensure fairness for all Students, to support learning in their chosen Occupational Specialist Component.
delivery	2 The Supplier shall assess the TQ Core Component using two distinct methods, as follows:  (a) the core knowledge and understanding shall be assessed using an External Examination; and  (b) the core skills and relevant aspects of core knowledge shall be assessed through the
	Employer Set Project in accordance with paragraph 3 below, in each case, as referred to in the Specification of Content.
	Sevidence generated by a Student in assessments of the Employer Set Project should be marked by an Assessor. However, in very exceptional circumstances set out in the Approved Assessment Strategy, an Approved Provider may be permitted to mark assessment evidence generated by a Student only where the Supplier: (i) puts in place robust arrangements which ensure that such marking achieves valid and reliable outcomes; (ii) uses an approach that is as close to complete independence as possible (such arrangements and approach to be

	detailed in the Approved Assessment Strategy); and (iii) procures that all such marking is subject to Moderation. <sup>2</sup>
	Assessment objectives. The Supplier shall:
	(a) set out the assessment objectives for each of the External Examination and the Employer Set Project; and
	<ul><li>(b) specify the relevant weightings as between the External Examination and the Employer Set Project,</li></ul>
	in each case, in the Scheme of Assessment.
!	Minimum performance requirements for the TQ Core Component must be clearly defined. The Supplier shall ensure that:
	(a) the External Examination and the Employer Set Project are each assessed using compensatory assessment methods, such that high performance in one part of the TQ Core Component assessment compensates for lower performance in another; and
	(b) the minimum performance requirements for each judgemental grade required for the TQ Core Component shall reference each of the External Examination and the Employer Set Project.
	Devise the External Examination to assess the full range of knowledge and understanding outlined in the TQ Core Component. The Supplier shall ensure that:
	(a) the External Examination will sample from the full breadth of relevant parts of the Specification of Content; and
	(b) an indicative sampling grid for the Term is included within the Assessment Strategy.

\*\* Please refer to IfATE's Digital Skills and Characteristics Framework https://www.instituteforapprenticeships.org/media/gytp1kmq/digital-skills-and-characteristics-framework-web-version.pdf which has been developed to support the acquisition of appropriate digital knowledge and skills

<sup>&</sup>lt;sup>2</sup> These proposed arrangements should form part of the Supplier's Response.

- Assessment of core skills and relevant aspects of knowledge through Employer Set Project. The Supplier shall develop briefs for Employer Set Projects and shall ensure that:
  - (a) such briefs are developed in collaboration with Employers;
  - (b) each such brief enables a Student to demonstrate core skills and relevant aspects of core knowledge in an occupationally relevant context; and
  - (c) the Assessment Strategy outlines how such briefs will continue to be relevant to the TQ Core Component throughout the Term and how the Supplier will ensure that such Employer Set Projects do not become predictable and how they will keep pace with the needs of industry,

in each case, so that new briefs for Employer Set Projects are made available by the Supplier in each Academic Year.

- 8 Engage with relevant Employers to set clear project briefs. The Supplier shall:
  - (a) engage with Employers to ensure that sufficient project brief(s) is/are made available to enable Students to demonstrate skills across the breadth of the available Occupational Specialist Component(s), provided always that where the Supplier proposes to make available only one project brief in respect of the TQ to Students and/or proposes to utilise a project brief in respect of more than one Occupational Specialist Component, then:
    - (i) the Supplier shall provide a detailed rationale for such proposals as part of its Assessment Strategy included with the Submission for Interim Milestone 1 to the Authority;
    - (ii) the Authority shall consider whether such proposals are acceptable; and
    - (iii) the Authority's decision as to whether such proposals are acceptable shall be final;

	(b) engage with Employers to ensure that each project brief:
	<ul> <li>(i) has clear objectives, which align with the Specification of Content and which aim to motivate Students;</li> </ul>
	(ii) requires Students to solve a real world problem;
	<ul> <li>(iii) enables Students to generate sufficient assessment evidence to meet the objectives referred to in (i) immediately above;</li> </ul>
	<ul> <li>(iv) clearly sets out the arrangements and restrictions for Approved Providers to support Students in carrying out and completing the Employer Set Project; and</li> </ul>
	<ul> <li>(v) allows sufficient time to enable Students to generate sufficient assessment evidence; and</li> </ul>
	(c) obtain evidence of validation from each Employer involved in setting the brief(s) that they approve such brief(s) (and the Supplier shall make available to the Authority a copy of such evidence). Evidence of employer validation must include, but is not limited to, details of the questions asked of Employers, Employer responses and how the AC addressed Employer feedback.
SR 2.7	1 Assessment of performance outcomes. The Supplier shall ensure that:
Occupational Specialist Component assessment	<ul> <li>the assessment materials for each Occupational Specialist Component assess al performance outcomes detailed in the Specification of Content for that Occupationa Specialist Component; and</li> </ul>
design and delivery	(b) so far as is reasonably practicable, each assessment is synoptic to reflect how knowledge, understanding, skills and behaviours are drawn together and implemented to develop meaningful occupationally relevant Student assessment evidence, which attests to Occupational Entry Competence, provided always that where the Supplier reasonably determines that it is not possible to assess performance outcomes synoptically, the Supplier shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the

		Authority shall consider whether it is acceptable not to assess performance outcomes synoptically, provided always that the Authority's decision as to whether such approach is appropriate shall be final.  2 Evidence generated by a Student in assessments of each Occupational Specialist Component should be marked by an Assessor. However, in very exceptional circumstances set out in the Approved Assessment Strategy, an Approved Provider may be permitted to mark assessment evidence generated by a Student only where the Supplier: (i) puts in place robust arrangements which ensure that such marking achieves valid and reliable outcomes; (ii) uses an approach that is as close to complete independence as possible (such arrangements and approach to be detailed in the Approved Assessment Strategy); and (iii) procures that all such marking is subject to Moderation. <sup>3</sup> 3 Exemplifying the expected standards of attainment. The Supplier shall, for each Occupational Specialist Component, produce Guide Standard Exemplification Materials (which shall be validated by sufficient and representative sample of Employers and Providers as agreed by the Authority)) for the purposes of IfATE Approval and for the First Teach Cohort and, for each Academic Year following grade awarding for the First Teach Cohort, produce Grade Standard Exemplification Materials (which shall be validated by Employers before results are issued) and submitted to the Authority for agreement by no later than the end of September and published by the end of October of that Academic Year unless otherwise
Service Requirement 3  Outcomes  Grades awarded for the TQ Core Component and each Occupational	3: Grading and Awa	September and published by the end of October of that Academic Year, unless otherwise agreed in writing by the Authority.  rding  1 The Supplier shall undertake grading and awarding in accordance with the relevant part of the Approved Assessment Strategy.

<sup>&</sup>lt;sup>3</sup> These proposed arrangements should form part of the Supplier's Response.

Specialist Component		
are reliable and allow		
Employers and other		
end-users (including		
higher education		
providers) to		
accurately identify a		
Student's level of		
attainment and		
effectively differentiate		
their performance.		
The TQ supports fair		
access to attainment		
for all Students who		
take the TQ.		
The minimum pass		
grade standard for		
each Occupational		
Specialist Component		
attests to Occupational		
Entry Competence,		
meets Employer		
expectations, and is as		
close to full		
occupational		
competence as		
possible.		
Service Requirement 4: I	Provider Approva	al
Outcomes	SR4.1	The Supplier shall receive and process applications from Eligible Providers to become Approved Providers in accordance with the relevant part of the Approved Assessment Strategy.

Approved Providers are capable of delivering the TQ to meet the required standards and expectations.		The Supplier shall (within 30 Working Days) following receipt of an application for Provider Approval from an Eligible Provider:  (a) assess that Eligible Provider against the Provider Approval Criteria to determine whether such Eligible Provider satisfies all of the requirements of the Provider Approval Criteria;  (b) notify that Eligible Provider of the outcome of its application; and  (c) where the Eligible Provider satisfies all of the requirements of the Provider Approval Criteria, grant Provider Approval in respect of such Eligible Provider.
Service Requirement 5	: Provider Suppor	<b>t</b>
Approved Providers are fully supported to plan and deliver (including to properly prepare Students for assessment) the TQ to meet the required standards and expectations.	SR 5.1	<ul> <li>The Supplier shall ensure that Approved Providers are fully supported to promote, plan and deliver the TQ, including:</li> <li>setting out in the TQ Specification and Assessment Guidance for Providers any guidance and support available to the Approved Provider in respect of the TQ, which may include guidance as to sequencing of assessment of any Component;</li> <li>providing a telephone, email and internet facility and ensuring that sufficient, suitably trained contact staff are available to: <ul> <li>(a) answer Approved Providers' queries regarding the Provider Services and/or the TQ (including enquiries and/or queries about results);</li> <li>(b) deal with complaints in relation to the Provider Services and/or the TQ; and</li> <li>(c) ensure that such queries and/or complaints (and any queries about the T Level Programme, including different programme elements and work placements) are directed to the relevant individual at the Supplier, the Authority or other Stakeholder (as applicable);</li> </ul> </li> </ul>

ensuring that such training, resources and other information relating to the TQ, as is necessary to assist Approved Providers' administration and examination officers, is available, including in relation to:
(a) key dates for administration of the TQ;
(b) how to use any systems to upload materials; and
(c) which forms should be used to enable Approved Providers to claim completion of the TQ by the relevant Student;
ensuring that such training, resources and other information relating to the TQ, as is necessary to assist Approved Providers' teaching and learning, is available to ensure the requirements of the TQ are clear and Students can be well prepared for assessment for the TQ, including:
(a) exemplifying (through the provision of and training in relation to the application of the Guide Standard Exemplification Materials) the expected standards of performance for the TQ for the First Teach Cohort, so that the Approved Providers are able to design effective courses and have a clear understanding of the quality and standards their Students need to achieve; and
(b) the development in accordance with Annex 11 to the Service Requirements, of
<ul> <li>(i) Supplementary Specimen Assessment Materials;</li> <li>(ii) Employer Set Project Guide Exemplar Responses;</li> <li>(iii) Employer Set Project Grade Exemplar Responses; and</li> <li>(iv) Accompanying Assessment Guidance for Providers;</li> <li>all of which must be suitable to be used by Approved Providers to prepare Students effectively for live TQ assessments; and</li> </ul>
(c) exemplifying (through the provision of documentation, including chief examiner and chief moderator reports, which provides an overview or analysis of Student performance and includes but is not limited to, examples of student responses to assessment questions and/or tasks) the expected standards of performance for the TQ,

		so that Approved Providers are supported in understanding how students performed at item, sub-component and component level to support future teaching and learning.  5 undertaking intermittent reviews to ensure that the support remains fit for purpose, taking
		account of feedback from Approved Providers and amending the support packages as necessary;
		6 having in place systems and processes to monitor and report to the Authority details of
		Approved Provider uptake of the TQ Deliverables (and any other Products and/or documents
		associated with the TQ), ensuring each and every Approved Provider has accessed and is
		using the current version of the relevant TQ Deliverable.
		7 aligning training and resources with any wider FE Professional Readiness to Deliver T Levels training and support offered by the Authority; and
		8 supporting Approved Providers on agreed promotional activity, as appropriate following any reasonable request from the Authority.
Service Requirement 6	: Student registra	ntion and Student entry
Outcomes	SR 6.1	The Supplier shall procure that Approved Providers register each Student undertaking the TQ in a way that permits the Student to be clearly and uniquely identified.
Unique identification of Students		
Service Requirement 7	': TQ Results	
Outcomes	SR 7.1	The Supplier shall ensure that all results which it issues are accurate and complete and reflect the outcome of the awarding process.
Accurate and complete results		

Service Requirement 8	: TQ Post-Results	Services
Outcomes  The TQ provides for optimal assessment and reliable evidence of a Student's attainment in relation to the knowledge, understanding, skills and behaviours specified in the Former Supplier's TQ Specification and, if relevant the Outline Content.  The TQ supports fair access to attainment for all Students who take the TQ.	SR 8.1 Assessment Review	The Supplier shall ensure a transparent and effective process for review of marks (or (where applicable) Review of Moderation (as defined in Annex 10 (Additional Services) to this Service Requirements) for each Component. <sup>4</sup>
	SR 8.2 Appeals Process	<ul> <li>The Supplier shall operate an appeals process, which enables Approved Providers to appeal:</li> <li>(a) the results of TQ assessments undertaken by Students or (in the case of an appeal in respect of an individual Student) results of TQ assessments undertaken by that Student (including in either case the outcome of a Review of Marking and/or Review of Moderation);</li> </ul>

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<sup>&</sup>lt;sup>4</sup> The proposed process should form part of the Supplier Response. This requirement will simply link to the proper implementation of that process.

Outcomes  Accurate and timely information and data is	SR 9.1	The Supplier shall ensure that the Management Information is provided to the Authority as follows. the case of:
Service Requirement	t 9: Reporting	
		and the provisions of paragraphs 3.2 to 3.5 (inclusive) of Part 1 of this Service Requirement shall apply in respect of such failure.
		(d) take all such steps as are necessary to ensure that such failure does not recur in the future,
		(c) correct or, where it cannot be corrected, mitigate as far as possible the effect of the failure; and
		(b) identify all Students who have (or who may reasonably be expected to have) bee affected by the failure;
		(a) notify the Authority of such failure (including full details of the impact of such failure);
		Where, as a result of an Appeal, the Supplier identifies that there is or was (as the case make) a failure in its TQ assessment process affecting more than one Student, it shall:
		(together or individually (as the case may be) an "Appeal").
		(c) decisions which have resulted in action taken against that Approved Provider or (in the case of an appeal in respect of an individual Student) that Student in relation to the TC in either case, following an investigation into malpractice or maladministration, <sup>5</sup>
		(b) any decisions regarding Reasonable Adjustments and/or Special Consideration for Students or (in the case of an appeal in respect of an individual Student) decision regarding Reasonable Adjustments and/or Special Consideration for that Student; an

<sup>&</sup>lt;sup>5</sup> The proposed appeals process should form part of the Supplier Responses. This requirement will simply link to the proper implementation of that process.

available throughout the Term	the Development Phase Report, in accordance with clause 5.5 (Developing the TQ and achieving IfATE Approval);
	the Operational Delivery Report, in accordance with paragraph 3.1 of Schedule 15 ( <i>Monitoring of Performance</i> );
	the information and data generated pursuant to paragraph 5 of Part 1 of this Service Requirements, in accordance with paragraph 5.4 of Part 1 of this Service Requirements;
	the information and data generated pursuant to paragraph 8 of Part 1 of this Service Requirements, in accordance with paragraph 8.2 of Part 1 of this Service Requirements;
	the information and data relating to the delivery of the Additional Services in accordance with paragraphs 5.3, 6.1.3 and 9.1.2 of Part 1 of this Service Requirements, in each Contract Month; and
	the information and data relating to adjustment to the Fees pursuant to clauses 4.12 and 4.13 ( <i>Pricing and payments</i> ), in accordance with clause 4.13.1 ( <i>Pricing and payments</i> ).
	7 the information and data relating to the delivery of the Social Value commitments in accordance with paragraph 13.1 (Social Value Commitments)

# Part 3 - Product Descriptions

This Part 3 sets out the Product Description for each Product.

Product	Description	
Assessment Strategy	A clear and detailed explanation for how the TQ meets the outcomes/overall measures and requirements for each Service.	
	In relation to the <b>design</b> of the TQ, the Assessment Strategy shall include details of and a clear and detailed rationale for:	
	how the design of the TQ will ensure compliance (including ongoing compliance) with all relevant requirements of this Service Requirements;	
	<ul> <li>(i) individual assessment time for each TQ assessment, for example in terms of covering the required part of the Specification of Content effectively and balancing reliability and manageability, and (ii) combined assessment time for the different TQ assessments;</li> </ul>	
	the number of marks for each individual TQ assessment, for example in terms of covering the required part of the Specification of Content effectively and balancing reliability and manageability;	
	<ul> <li>how the design of the TQ will ensure appropriate compensation taking into account the requirements of SR 2.6 (5) (a) of Service Requirement 2;</li> </ul>	
	the approach to differentiating for the available grade range in each case;	
	how Students' interests will be protected if there are changes to the Specification of Content;	
	<ul> <li>the Guided Learning hours for each Component, taking into account the requirements of SR 1.1 (9) of Service Requirement 1;</li> </ul>	

Product	Description
Troduct	if applicable, why Students have been given the option to study more than two Occupational Specialist Components;
	<ul> <li>the approach to how assessments will be structured, for example in terms of covering the required part of the Specification of Content effectively and achieving the optimum balance of the assessment principles set out in SR 2.1 of Service Requirement 2, including:         <ul> <li>the number of tasks and assessments in the External Examination;</li> <li>the number of tasks and assessments in the Employer Set Project;</li> <li>the relative weightings of the External Examination and the Employer Set Project;</li> <li>the number of tasks and assessments for each Occupational Specialist Component;</li> <li>for Occupational Specialist Components, why it is not possible to assess performance outcomes synoptically (if applicable); and</li> <li>how the Former Supplier's TQ Specification and, if relevant, the Outline Content will be covered over the life of the Contract including any proposed approach to sampling.</li> </ul> </li> </ul>
	in very exceptional circumstances where the Supplier considers that there is justification for any assessments in relation to the Employer Set Project and/or the Occupational Specialist Components to be marked by an Approved Provider and not externally marked by an Assessor, a detailed rationale which explains why this is necessary in terms of achieving an optimum balance of the assessment principles set out in SR 2.1 of Service Requirement 2 and a detailed explanation of the approach to Moderation. Exceptional circumstances shall include the following factors:  o where the assessment evidence generated by Students is likely to arise spontaneously and/or be ephemeral in nature and where this may lead to significant or insurmountable logistical difficulties in terms of the Supplier arranging to be present for every assessment; where the assessment would require repeat measurement over an extended period of time, potentially including measurement of multiple aspects across multiple Students, rather than measurement on a single occasion and where this may lead to significant or insurmountable logistical difficulties in terms of the Supplier being present for the whole period of the assessment; where the presence of an Assessor could significantly affect the assessment, for example because it may place undue pressure on Students and therefore undermine fairness, or could require the assessment to be designed and/or completed in an artificial way which would undermine validity; and

Product	Description
Froduct	o where the presence of an Assessor is not possible owing to issues of sensitivity and/or confidentiality with respect to individuals required to participate in the assessment(s), provided always that the factor(s) giving rise to a claim by the Supplier of the existence of any exceptional circumstances are relevant to the content of the TQ, the risks to the validity or manageability of the assessment arising as a result of such factor(s) are significant and such factor(s) and/or risk(s) cannot be managed or mitigated without marking being undertaken by an Approved Provider;
	<ul> <li>the approach to coverage of the Former Supplier's TQ Specification and, if relevant the Outline Content, including:         <ul> <li>how the Former Supplier's TQ Specification and, if relevant the Outline Content has been covered overall and in each TQ assessment;</li> <li>how the Former Supplier's TQ Specification and, if relevant the Outline Content has been elaborated on where necessary;</li> <li>if applicable, why it is necessary to move elements of the Former Supplier's TQ Specification and, if relevant, the Outline Content which relate to one Component into another Component; and</li> <li>if applicable, why it is necessary to include entirely new content that is not included in the Former Supplier's TQ Specification and, if relevant, the Outline Content into the Specification of Content;</li> </ul> </li> </ul>
	<ul> <li>the approach to:         <ul> <li>mapping of the Specification of Content in TQ Specimen Assessment Materials;</li> <li>coverage of the Specification of Content over time; and</li> <li>ensuring the assessments for the TQ Core Component and each Occupational Specialist Component support fair access to attainment, including the approach to Reasonable Adjustments and Special Consideration;</li> </ul> </li> </ul>
	the assessment objectives and weightings for the External Examination and the Employer Set Project;
	the approach to targeting assessment objectives in the External Examination and the Employer Set Project, and to targeting performance outcomes in each Occupational Specialist Component;
	the approach to each TQ assessment, including:  an explanation of:

Product	Description
Product	<ul> <li>the range of task types to be used (e.g. multiple-choice, short answer, extended response, practical assignment) and how these will support valid assessment of the Specification of Content; and</li> <li>the approach to mark scheme and assessment criteria design, including for different task types, and an explanation of how resulting mark schemes and assessment criteria will support reliable application by Assessors (and any assessors employed or engaged by any Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy);</li> <li>sample question/tasks which may be from the TQ Specimen Assessment Materials, and associated mark schemes and assessment criteria, representing the range to be used in each such TQ assessment, with commentaries explaining the approaches;</li> <li>an indicative sampling grid for the External Examination; and</li> <li>how the requirements of SR 2.6 (7) and SR 2.6(8) of Service Requirement 2 have been taken into account.</li> </ul>
	<ul> <li>the approach to availability of TQ assessments, including: <ul> <li>when assessments will be scheduled for the External Examination, the Employer Set Project and each Occupational Specialist Component;</li> <li>how the approach is appropriate, including consideration of: the amount and weight of material to be covered; the extent to which different aspects would be covered sequentially or concurrently; how coherence with the overall T Level Programme will be promoted; the need to ensure that enough time is available for sufficient learning to have taken place (including how Approved Providers will be supported so that they enter Students for a Component's assessments in an appropriate Academic Year and in an appropriate assessment series within that Academic Year, in each case, within the two-year programme for the T Level); and how the approach will support standard setting;</li> <li>when the first assessment cycle will be held for the First Teach Cohort, taking into account the need to ensure that standards are set appropriately in the first Academic Year so they are appropriate to be carried forward to future assessment cycles;</li> <li>arrangements for Students to retake, in full, any or all of the External Examination, the Employer Set Project and each Occupational Specialist Component; and</li> <li>the type of assessment (e.g. online and/or paper-based) for the External Examination, Employer Set Project and each Occupational Specialist Component; and</li> </ul> </li> </ul>

Product	Description
	<ul> <li>quality assuring the design and development of the TQ and its component assessments in line with the requirements set out in the Service Requirements and in line with the Assessment Strategy.</li> </ul>
	Taking into account the approach to availability of TQ assessments, the Assessment Strategy shall include a clear and detailed explanation of any risks that have been identified, how these will be mitigated, and how particular challenges will be addressed, including:
	<ul> <li>ensuring comparability of assessments;</li> <li>minimising predictability of assessments;</li> <li>ensuring security and confidentiality of assessments; and</li> <li>in relation to the Employer Set Project, how the Employer Set Projects will continue to be relevant to the TQ Core Component throughout the Term and how they will not become predictable and will keep pace with the needs of industry.</li> </ul>
	In relation to the <b>delivery</b> of the TQ, the Assessment Strategy shall include:
	details of and a clear and detailed rationale for how the delivery of the TQ will ensure ongoing compliance with all relevant requirements of this Service Requirements;
	<ul> <li>clear details of the process for developing TQ assessment materials (including TQ Specimen Assessment Materials and TQ Live Assessment Materials), including different stages and Supplier Staff involved, how evidence regarding functioning of previous assessments is used, any differences by assessment type and item setting arrangements;</li> </ul>
	<ul> <li>clear details of the approach to training individuals who will be responsible for setting TQ assessments and/or items, including ensuring security and mitigating any conflicts of interest;</li> </ul>
	details of the nature of and number of hours of supervised conditions that will be required to deliver the TQ;
	clear details of the approach to training and standardising the approach of Assessors (and any assessors employed or engaged by any Approved Provider and any Moderators where permitted in accordance with

Product	Description
	the Approved Assessment Strategy), together with details of standardisation procedures and any wider training;
	<ul> <li>a clear and detailed explanation of how the marking processes for Student assessment evidence for the TQ will operate, including any variation between the External Examination, the Employer Set Project and each Occupational Specialist Component;</li> </ul>
	<ul> <li>a clear and detailed explanation of the process that will be in place:         <ul> <li>to monitor accuracy and consistency of marking by Assessors (and Moderation by Moderators where permitted in accordance with the Approved Assessment Strategy) and issuing of results, and</li> <li>to take remedial action where such process does not deliver accuracy and consistency of marking (and/or Moderation by Moderators where permitted in accordance with the Approved Assessment Strategy) and/or issuing of results;</li> </ul> </li> <li>a clear and detailed explanation of how malpractice will be minimised and addressed and the approach to maintaining security and confidentiality of TQ assessments, including any differences by assessment;</li> </ul>
	<ul> <li>a clear and detailed explanation as to how live issues during assessments for the TQ will be dealt with (i.e. where the design/delivery mitigations have failed);</li> </ul>
	a clear and detailed explanation as to how results data for each Component and the TQ will be provided to the Authority in line with the Key Dates Schedule for the relevant Academic Year; and
	<ul> <li>a clear and detailed explanation as to how each Post-Results Service (referred to in paragraph 9 (TQ Post-Results Services) of Part 1 of this Service Requirements) will be delivered.<sup>6</sup></li> </ul>
	In relation to <b>Eligible Providers and Approved Providers</b> , the Assessment Strategy shall include a summary of the proposed approach to ensuring that Approved Providers are able to prepare for and undertake the TQ assessments, together with a clear and detailed explanation of:

<sup>&</sup>lt;sup>6</sup> The Supplier Response should detail the Supplier's proposals for the Additional Services. This requirement will link to the proper implementation of that part of the Supplier Response.

Description
<ul> <li>the approach to approving Eligible Providers as Approved Providers, in line with the Provider Approval Criteria;</li> </ul>
<ul> <li>the approach to ensuring that all Approved Providers have appropriate and consistent quality assurance measures in place for the delivery of the TQ and ensuring that such Approved Providers maintain ongoing compliance with those quality assurance measures;</li> </ul>
<ul> <li>the approach to the provision of guidance and training to Approved Providers in connection with the delivery of the TQ assessments for the Employer Set Project and the Occupational Specialist Components;</li> </ul>
<ul> <li>the approach to monitoring Approved Providers in relation to TQ assessments for the Employer Set Project and the Occupational Specialist Components, including how this approach will ensure that such assessments remain fit for purpose on delivery;</li> </ul>
<ul> <li>how Guide Standard Exemplification Materials will be produced, with input from and validated by a sufficient and representative sample of Employers and Providers as agreed by the Authority; and</li> </ul>
<ul> <li>how Grade Standard Exemplification Materials will be produced, and kept under review, with input from validated by a sufficient and representative sample of Employers as agreed by the Authority.</li> </ul>
In relation to <b>awarding</b> , the Assessment Strategy shall include a clear and detailed explanation of:
<ul> <li>the technical methodology employed in the awarding process, including the Supplier Staff involved and their roles;</li> </ul>
<ul> <li>how the decisions from the awarding process are approved within the Supplier and the Supplier Staff involved in this;</li> </ul>
<ul> <li>how comparability between different versions of assessments and different types of assessment (e.g. online vs paper-based) is ensured, both where these are available at the same time and on an ongoing basis;</li> </ul>

Product	Description
	<ul> <li>how comparability between any options in the TQ will be ensured;</li> </ul>
	<ul> <li>how any evidence in relation to the comparability of the TQ with the technical education qualification element for other applicable T Levels within the same Route (including those offered by other T Level Awarding Organisations) will be used to inform decisions on standard setting;</li> </ul>
	<ul> <li>how grades are calculated, including judgemental and arithmetic grade boundaries, aggregation of marks between the External Examination and Employer Set Project, and the use of any conversion scales; and</li> </ul>
	<ul> <li>the approach to and range of qualitative and quantitative evidence used to inform grading and awarding decisions and the weight given to different sources, together with:         <ul> <li>a rationale for this approach in the light of the TQ design and Cohort make-up; and</li> <li>details of how this approach will be kept under review and may be adjusted, including any variation between initial standard setting and maintenance of standards,</li> </ul> </li> </ul>
	and in relation to such qualitative and quantitative evidence:
	<ul> <li>qualitative evidence shall include (for the TQ Core Component and each Occupational Specialist Component as a whole and for each TQ assessment):         <ul> <li>views of senior examiners about the quality of Student assessment evidence for the TQ;</li> <li>views of senior examiners about the demand of TQ assessments;</li> <li>performance descriptions informed by Employer views;</li> </ul> </li> </ul>
	<ul> <li>Guide Standard Exemplification Materials and Grade Standard Exemplification Materials informed by Employer views;</li> <li>archive Student assessment evidence for the TQ from previous series (where applicable); and</li> </ul>
	<ul> <li>if necessary, cognate Student assessment evidence for the TQ, for example from related qualifications; and</li> </ul>
	<ul> <li>quantitative evidence shall include (for the TQ Core Component and each Occupational Specialist Component as a whole and for each TQ assessment):</li> </ul>
	<ul><li>mark distribution;</li><li>mean mark;</li><li>standard deviation;</li></ul>

Product	Description
	<ul> <li>item-level data, such as facility and discrimination indices;</li> <li>percentage of Students achieving each grade in previous series; and</li> <li>information about Students' prior/concurrent attainment.</li> </ul>
	The Assessment Strategy shall also include an explanation as to how innovation will be appropriately tested before implementation to secure on-going compliance by the Supplier with its obligations under this Service Requirements.
Employer and Provider Engagement Strategy	A clear and detailed strategy describing the approach to engaging with, and where applicable training, Employers and Providers in relation to the design, content, delivery, assessment, validation and update of the TQ and the Services, including the approach to sharing early and/or amended drafts of all Initial TQ Deliverables and TQ Deliverables with Employers and Providers (as applicable).
TQ Specification	Specification of Content
	The Specification of Content shall set out the knowledge, understanding, skills and behaviours that Students need to learn for the TQ Core Component and each Occupational Specialist Component. The Specification of Content for the TQ Core Component and each Occupational Specialist Component must be clear and unambiguous and adequately cover (and where necessary build on) the Former Supplier's TQ Specification and, if relevant, the Outline Content (and not simply replicate it). The Specification of Content shall detail the recommended Guided Learning hours for each Component (including recommended Guided Learning hours for both delivery and assessment of each Component), taking into account the requirements of SR 1.1 (9) of Service Requirement 1.
	The TQ Specification will be validated by a sufficient and representative number of Employers as agreed by the Authority.
	Scheme of Assessment
	TQ Core Component – External Examination – knowledge and understanding
	The Scheme of Assessment shall clearly set out (in relation to the External Examination) an explanation for Approved Providers of:

Product	Description
	the assessment objectives and their weightings;
	the method and number of assessments (if more than one);
	the duration of the/each assessment;
	the number of marks in the/each assessment;
	how and when the/each assessment will be made available;  the grades available for the TO Core Core and that there are for the Futernal Everyingtian.
	<ul> <li>the grades available for the TQ Core Component and that these grades are for the External Examination and the Employer Set Project in combination; and</li> </ul>
	<ul> <li>any relevant design features for the External Examination, such as the range of different question types that will be used and any access there will be to stimulus/pre-release materials.</li> </ul>
	TQ Core Component – Employer Set Project
	The Scheme of Assessment shall clearly set out (in relation to the Employer Set Project) an explanation for Approved Providers of:
	the assessment objectives and their weightings;
	the assessment tasks available, i.e. options;
	the duration of the assessment;
	the number of marks for the assessment;
	how and when the assessment will be made available;  the assessment with the available will be available in the assessment will be available;  the assessment with the available will be available in the available.
	<ul> <li>the assessment criteria that will be applied (including, in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the Employer Set Project are to be marked by an Approved Provider and not externally marked by an Assessor, details of how marks should be allocated);</li> </ul>
	<ul> <li>the conditions under which assessment evidence must be generated;</li> </ul>
	<ul> <li>the forms of assessment evidence that must be retained by the Approved Provider and the expectations around this;</li> </ul>
	<ul> <li>the grades available for the TQ Core Component and that these grades are for the External Examination and Employer Set Project in combination; and</li> </ul>
	<ul> <li>(in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the Employer Set Project are to be marked by an Approved Provider and not externally marked by an Assessor) details of how Moderation will be conducted.</li> </ul>

Product	Description
	The Scheme of Assessment shall also:
	<ul> <li>specify the relevant weightings as between the External Examination and the Employer Set Project; and</li> <li>outline the minimum performance requirements for each judgemental grade required for the TQ Core Component (and each judgemental grade shall reference both the External Examination and Employer Set Project).</li> </ul>
	Occupational Specialist Components
	The Scheme of Assessment shall clearly set out (in relation to each Occupational Specialist Component) an explanation for Approved Providers of:
	the performance outcomes and how these are mapped to the Former Supplier's Specification of Content and, if relevant, the Outline Content;
	<ul> <li>the assessment task(s) for the relevant Occupational Specialist Component;</li> <li>the duration of the assessment;</li> </ul>
	<ul> <li>the duration of the assessment;</li> <li>the number of marks for the assessment;</li> </ul>
	how and when the TQ Live Assessment Materials will be made available;
	• the assessment criteria that will be applied (including, in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the relevant Occupational Specialist Component are to be marked by an Approved Provider and not externally marked by an Assessor, details of how marks should be allocated);
	the conditions under which Student assessment evidence must be generated;
	<ul> <li>the forms of Student assessment evidence that must be retained by the Approved Provider and the expectations around this;</li> </ul>
	<ul> <li>any permissions/prohibitions with respect to different Occupational Specialist Components being taken in combination;</li> </ul>
	the grades available for the relevant Occupational Specialist Component; and
	• (in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the relevant Occupational Specialist Component are to be marked by an Approved Provider and not externally marked by an Assessor) details of how Moderation will be conducted.

Product	Description
	Approved Provider's Quality Assurance Process
	This part of the TQ Specification shall set out details of the Approved Provider's role in quality assuring the TQ assessments, to ensure compliance by the Supplier with its quality assurance obligations in the relevant part of the Supplier Response <sup>7</sup> , for example:
	<ul> <li>authentication – ensuring Students' assessment evidence is their own;</li> <li>malpractice – for example during controlled conditions; and</li> <li>any other activity required of Approved Providers by the Supplier to ensure regulatory/contractual requirements are met.</li> </ul>
	Additional Information for Approved Providers
	The TQ Specification shall also clearly set out:
	<ul> <li>the Qualification Purpose; and</li> <li>the prior learning requirements for the TQ (if applicable).</li> </ul>
	The TQ Specification shall also clearly set out, or provide appropriate links to, information regarding:
	<ul> <li>calculating grades (e.g. aggregation and scaling);</li> <li>submitting general queries;</li> <li>access arrangements, Reasonable Adjustments and Special Consideration;</li> <li>enquiries about results and Appeals;</li> <li>retakes; and</li> <li>any guidance in relation to delivery of the TQ.</li> </ul>

<sup>&</sup>lt;sup>7</sup> The proposed assurance arrangements should form part of the Supplier Response.

Product	Description
TQ Specimen Assessment Materials	The TQ Specimen Assessment Materials shall comprise examples of assessments that are representative of the approach the Assessment Strategy proposes is used in live operation and shall be produced to the same quality standard. The TQ Specimen Assessment Materials shall cover each of the following:
	<ul> <li>TQ Core Component – External Examination – sample question paper and mark scheme for the/each assessment, together with mapping to the Former Supplier's Specification of Content and, if relevant, the Outline Content and sampling approach proposed;</li> </ul>
	<ul> <li>TQ Core Component – Employer Set Project – assessment tasks/requirements for each available option and assessment criteria; and</li> </ul>
	<ul> <li>Occupational Specialist Component – practical assessment tasks/requirements and assessment criteria for each Occupational Specialist Component.</li> </ul>
	TQ Specimen Assessment Materials for all components of the TQ will be validated by a sufficient and representative number of Employers as agreed by the Authority.
TQ Live Assessment Materials	The live assessment materials (modelled on the TQ Specimen Assessment Materials and taking into account (as applicable) performance demonstrated by previous TQ Live Assessment Materials) that are to form the basis of assessment for the TQ for the relevant Academic Year.
Exemplification Materials	Guide Standard Exemplification Materials
	Guide Standard Exemplification Materials shall include indicative 'guide' examples of Student assessment evidence which the Supplier judges would be likely to meet the minimum requirements for Occupational Entry Competence and higher grades in each Occupational Specialist Component. Guide Standard Exemplification Materials will be produced in consultation with and validated by Employers. Guide Standard Exemplification Materials must accurately portray student assessment evidence and may include, but is not limited to, the use of photographic, audio or video evidence accompanied by an explanatory commentary.
	Grade Standard Exemplification Materials
	Grade Standard Exemplification Materials shall include actual marked examples of Students' assessment evidence, selected after awarding, which:

Product	Description
	<ul> <li>have met the minimum requirements for Occupational Entry Competence and higher grades in each Occupational Specialist Component;</li> <li>are produced (and reviewed on an ongoing basis) in consultation with and validated by Employers;</li> <li>may be used to train Assessors (and any assessors employed or engaged by an Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) to ensure that Student assessment evidence is assessed to the correct standard consistently, provided always that if the materials are used to train such Assessors (and any assessors and Moderators), the Supplier shall ensure that the spread of marks covered by the materials (including the Grade Standard Exemplification Materials) that are used for such training shall not be restricted to the grade boundaries but shall include material at a range of other marks; and</li> <li>meet the requirements of SR 2.7(3) of Service Requirement 2.</li> <li>Student assessment evidence may include, but is not limited to, the use of photographic, audio or video evidence accompanied by an explanatory commentary.</li> </ul>
Implementation and Delivery Plan	A detailed explanation of the Supplier's proposed approach to successfully designing, developing and delivering the TQ throughout the Term (the level of detail in respect of the whole (and each relevant part of such Term) being commensurate with the level of detail that can reasonably be expected to be known by and/or available to the Supplier from time to time in respect of such whole or part of the Term), including evidence of the achievability of the proposed approach against the TQ Critical Path Diagram.  It shall present a clear and achievable overall timetable for the delivery of all of the Services.  The Implementation and Delivery Plan shall include information about the Supplier's:  • programme and project management approach and project expertise to develop the design, content,
	<ul> <li>programme and project management approach and project expertise to develop the design, content, assessment and delivery of the TQ, including details of delivery risks and plan to mitigate such risks;</li> <li>financial modelling on cost of design, development and delivery of the TQ and delivery of the Services;</li> </ul>

Product	Description
	<ul> <li>approach to working with Stakeholders (including, if relevant, the T Level Panel up to Interim Milestone 1) in relation to the design, development delivery and ongoing update of the TQ and the Services (including consultation with Eligible Providers to ensure the quality of the Initial TQ Deliverables at each Milestone);</li> <li>approach to working with Stakeholders and organisations associated with and/or providing advice and/or guidance in relation to Students with special educational needs and disabilities in the design, development, delivery and update of the TQ and the Services, including a process for regularly reporting on progress;</li> <li>approach to sharing early and/or amended drafts of the Initial TQ Deliverables and TQ Deliverables with Eligible Providers and/or Approved Providers (as applicable), including how such documents will be shared and when;</li> <li>capacity to scale up in relation to demand and in response to delivery challenges to ensure overall delivery remains on track;</li> <li>ability to develop and implement innovative solutions;</li> <li>approach to ensuring that Management Information is interoperable with the Authority's systems and processes during the design, development and live operation of the TQ;</li> <li>proposals for efficiently supporting Providers to deliver the TQ and to answer related enquiries and address related complaints (including Post-Result Services) made by telephone, by post and by other electronic correspondence efficiently and effectively;</li> <li>process for raising delays or concerns; and</li> <li>details of proposed joint working between T Level Awarding Organisations (as contemplated by Schedule 4 (<i>Co-operation</i>)) to support (amongst other things) the effective and efficient delivery of the T Level Programme and to streamline administration relating to the T Levels Programme in the interests of Students and Providers.</li> <li>The Implementation and Delivery Plan shall evidence that the Supplier has, or will have:</li> <li>IT infrastructur</li></ul>
Resource Plan	A detailed explanation of the Supplier's proposed approach to resourcing to ensure performance of the Services, and the successful design, development and delivery of the TQ, which shall be in the format of the template Resource Plan issued by the Authority as part of the procurement process leading to the award of this Contract.

Product	Description
Product	The Resource Plan shall include detail about:  • all types of resources required for delivery of the Services, including a distinction between those that will be dedicated to the TQ and those that will be used for other qualifications or business areas; • the resources that will be internal and those that will be external; • the skills and experience profiles for the required resources; • any existing skills or knowledge gaps that may exist with resources already in place and how and when additional resources will be recruited, mobilised, trained and managed; • the number of resources required (including the number of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) required); • what the resources would be required to deliver and by when; • how long the relevant resources would be engaged; • processes, measures and strategies that will ensure proper, effective and resilient resourcing so that the TQ will at all times operate in accordance with the Service Requirements; • processes for keeping resource requirements under review; • the proposed approach to the recruitment (including the timescales for and number) of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) which have recent relevant industry experience, including the trajectory that will be required to be maintained to meet the
	requirements for the provision of Assessors (and (where applicable) Moderators) under this Service Requirements;  • the proposed approach to the training (including the timescales) of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) which have recent relevant industry experience, including the trajectory that will be required to be maintained to meet the requirements for the provision of Assessors (and (where applicable) Moderators) under this Service Requirements;  • the assessment expertise, which will be used to deliver assessment design and processes set out in the Assessment Strategy; and  • the occupationally specific subject expertise needed to devise and assess Occupational Specialist Components.
Submission Issues Log	The log of issues raised by the Authority in respect of the Initial TQ Deliverables following a Submission and the Supplier's detailed description of how each such issue has been resolved.

Product	Description
Risk Register	The Supplier's register detailing any events, matters and/or circumstances which it reasonably foresees (acting in accordance with Good Industry Practice) may impact upon and/or risk the successful performance of the Services by the Supplier in accordance with this Contract (or, where the Supplier has failed to create, maintain and/or update such register, such register as would detail such events, matters and/or circumstances if the Supplier was complying with its obligations under this Contract).
Issues Log	The Supplier's log detailing any events, matters and/or circumstances which have occurred and which may impact (or have impacted) upon and/or risk the successful performance of the Services by the Supplier in accordance with this Contract (or, where the Supplier has failed to create, maintain and/or update such log, such log as would detail such events, matters and/or circumstances if the Supplier was complying with its obligations under this Contract).
Provider Approval Criteria	<ul> <li>The Supplier's criteria for the approval of Eligible Providers to deliver the TQ which shall:</li> <li>ensure that the Eligible Provider's ability to deliver the TQ to the required standards and expectations is assessed and verified;</li> <li>ensure that the expertise of the Eligible Provider to deliver the TQ to the required standards and expectations is assessed and verified;</li> <li>ensure that resources available to the Eligible Provider to deliver the TQ in line with the required standards and expectations is assessed and verified;</li> <li>promote accessibility of the TQ to all Eligible Providers;</li> <li>not impose any undue and/or overburdensome administrative, financial and/or operational requirements and/or require any change in the existing administrative, financial and/or operational aspects of an Eligible Provider's business and/or operations, in either case, which could not reasonably be expected by an Eligible Provider as being strictly necessary to deliver the TQ (having regard to the administrative, financial and/or operational aspects of the business and/or operations within which Providers (operating in the same or substantially similar business and/or operations as the Eligible Provider) operate; and</li> <li>not be inconsistent with and/or lead to a breach of the requirements of clause 7.1 (<i>Interaction with Providers</i>).</li> </ul>
Assessment Guidance for Providers	Assessment Guidance shall be produced <b>along with</b> the specimen assessment materials (SAMs) and will

Product	Description
	include guidance to ensure that Providers are fully supported to prepare students for assessment.
	This guidance must include information relating to each component, task or similar activity.
	Guidance must also include but is not limited to, information on how to prepare for and administer assessments and where applicable, how to submit assessment evidence, guidance on marking and moderation as well as any other information that is required to ensure that students and Providers are fully prepared for assessments. The content must be tailored for each series and identify and expand on the guidance given for all practical assessments.
	Assessment Guidance must be produced in consultation with a sufficient and representative sample of Providers.

#### ANNEX 1 – QUALIFICATION PURPOSE

The purpose of the level 3 TQ is to ensure Students have the knowledge, skills and behaviours needed to progress into skilled employment or higher level technical training relevant to the T Level.<sup>8</sup>

To achieve this, each level 3 TQ must:

- provide reliable evidence of Students' attainment in relation to:
  - o the core knowledge and skills relevant to the Route and Occupational Specialist Component(s) covered by the TQ; and
  - o the knowledge, skills and behaviours required for at least one Occupational Specialist Component relevant to the TQ;
- be up-to-date, ensuring the knowledge, skills and behaviours needed for the Occupations have continued currency among Employers and other end-users;
- ensure maths, English and digital skills continue to be applied where they are essential to achieve occupationally relevant outcomes;
- ensure the minimum pass grade standard for Occupational Specialist Components attests to Occupational Entry Competence, meets employer expectations, and is as close to full occupational competence as possible;
- allow end users to accurately identify Students' level of attainment and effectively differentiate their performance;
- provide a clear and coherent basis for development of suitably demanding high-quality level 3 courses, which enable Students to realise their potential;
- provide Students with the opportunity to manage and improve their own performance; and
- support fair access to attainment for all Students who take the TQ, including those with special educational needs and disabilities.

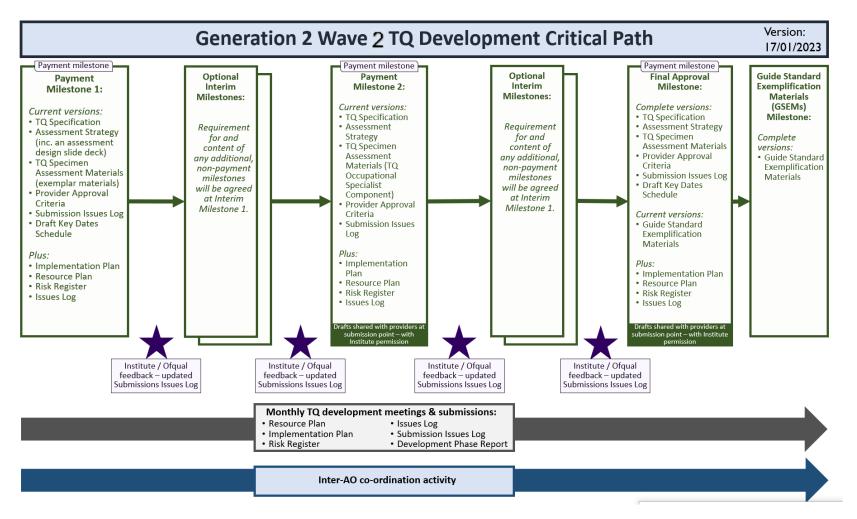
<sup>&</sup>lt;sup>8</sup> The Authority may only grant IfATE Approval of the qualification "if satisfied that by obtaining the qualification a person demonstrates that he or she has attained as many of the outcomes set out in the standards as may reasonably be expected to be attained by undertaking a course of education" (sA2DA(3) of the 2009 Act).

# **ANNEX 2 – INTENTIONALLY BLANK**

## ANNEX 3 - FORMER SUPPLIER'S TQ SPECIFICATION

The TQ Specification content for this Annex is contained in a separate folder - at GEN2W2\_ITT\_Attachment\_11\_TQ\_Specs

### **ANNEX 4 – TQ CRITICAL PATH DIAGRAM**



#### Annex 4 Critical Path - Delivery KPI 9 Grade Standard Exemplification KPI3 KPI 2 KPI3 Materials Approved TQ Specification Exemplification of Specification of Content KPI4 KPI5 KPI12 KPI 5 KPI 6 standards based on Is sufficiently TQ Student Entry Core/OS examples of Student's KPI 7 KPI9 KPI 8 detailed to ensure assessment evidence Students are correctly entered Approved Providers TQ Live Assessment Design & for the TQ Core Component can prepare Students KPI8 KPI9 KPI10 and each Occupational for and quality assure TQ Grade Awarding Specialist Component (and so assessments allocated the correct KPI 4 TQ Live Assessment KPI 2 Awarding processes assessments) Materials Scheme of Assessment conducted effectively KPI3 KPI5 leading to fair and Approved Providers can TQ Live Assessment Course Design (T eliable grades based on Materials developed (based prepare Students for Level) TQ Student Registration TQ Provider Support assessment KPI3 KPI4 KPI 1 assessments and ensure on SAMs) with potential for Services T Level courses Students are correctly they are conducted in line optimal assessment designed by Approved KPI5 KPI12 registered for the TQ (used as with Approved Provider's Effective on-going customer TQ Results KPI 10 Providers, which ensure a proxy for T Level) Quality Assurance support and resources to TQ Provider Approval and Live assessment Delivery students are prepared Results provided to the Process help Approved Providers to KPI3 KPI4 KPI5 KPI12 for assessment and can Authority or nominee Administration of live plan their course, teach realise potential; e.g. TQ assessments (in accordance Approved Providers ready content and deliver Course Delivery (T Level) Approved Guide Standard sequenced effectively with Approved Assessment assessment to deliver the TQ **Exemplification Materials** with the Industry Courses delivered by Strategy) and Student (Occ. Spec) Placement. Approved Providers so that evidence assessed T Level Provider Support T Level Results Ensures Approved Providers Students have the best effectively (reliably) chance to realise their are clear about the level of Effective on-going customer Overall results potential competence expected by support and resources to provided. Employers (after the First help Providers plan courses, Teach Cohort, Grade teach content and deliver Standards Exemplification assessment. TQ Post-Results KPI3 Materials are used). Services KPI 4 Ensures Approved Providers can ask for TQ Specimen Assessment KPI 5 review of marking and T Level National Training/ Materials (SAMs) have right to appeal CPD/ Readiness support Ensures Approved Providers Needs analysis followed by can prepare First Teach T Level certification support and training to gear Cohort for assessments, (after up to deliver T Levels. First Teach Cohort, previous T Level certificates & years' assessments are used partial attainment e.g. past papers). transcripts provided. L------Assessment Strategy Explains how the Supplier will meet Service Requirements and be compliant with regulations on an ongoing T Level Overarching Services

T Level Provider

For example, check on

provider readiness to deliver the Industry placement.

Including systems and processes in place to ensure live assessment delivered

effectively

TQ

#### ANNEX 5 - INDICATIVE KEY DATES SCHEDULE<sup>9</sup>

To meet the requirements of Schedule 4 (*Co-operation*) the Supplier, working with other T Level Awarding Organisations, will need to produce a Key Dates Schedule, which secures the efficient and effective delivery of each assessment series for the TQ. Within the Key Dates Schedule, the deadline for submitting TQ Student registration data to the Authority must be in November in the first year of study. For a summer assessment series results must be issued on or no later than the date A level results are issued.

For a summer assessment series the key dates could include but are not restricted to:

Key Date	Description	Assessment series
November (Yr1)	Deadline for submitting TQ Student registration data to the Authority	All
3 <sup>rd</sup> week Feb	Deadline for entries for assessments by Approved Providers	June
3 <sup>rd</sup> week Feb	Final date for submitting Reasonable Adjustment requests to the Supplier by Approved Providers	June
4 <sup>th</sup> week Feb	Assessment timetable issued	June
2 <sup>nd</sup> week May	First date for submitting Special Consideration requests to the Supplier	June
2 <sup>nd</sup> week May-3 <sup>rd</sup> week June	Assessments take place	June
3 <sup>rd</sup> week August	Restricted release of T Level results to Approved Providers by the Authority	June
3 <sup>rd</sup> week August	Release of results to Students by the Authority	June

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<sup>&</sup>lt;sup>9</sup> This is an indicative Key Dates Schedule. Exact dates and further key dates will need to be agreed between the Supplier and other T Level Awarding Organisations through Schedule 4 (*Co-operation*) and the resulting Key Dates Schedule must be Approved by the Authority.

Key Date	Description	Assessment series
3 <sup>rd</sup> week August	Release of more detailed TQ results data from the Supplier	June
3 <sup>rd</sup> week September	Appeals and assessment review requests made	June
4 <sup>th</sup> week Nov	T Level certificates and statements of achievement issued by the Department (or the function may be delegated to the Authority)	All

## **ANNEX 6 – TQ CONTENT UPDATING SCHEDULE**

## TQ Content Updating Schedule: Inclusive TQ Changes

Activity
Where the Authority carries out an annual review contemplated by clause 8.4, the Authority shall (where the Authority considers that the outcome of that review gives rise to any one or more Inclusive TQ Changes that the Authority requires to be implemented in accordance with this TQ Content Updating Schedule) submit to the Supplier an annual guidance note setting out such Inclusive TQ Changes.
The Supplier shall reflect any Inclusive TQ Changes arising out of the relevant annual guidance note (and any additional updates the Supplier proposes should be included as part of the annual review) in the Approved Initial TQ Deliverables or the TQ Deliverables (as the case may be) and/or any other Products and/or documents associated with the TQ (as applicable).
The Supplier shall submit the relevant Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents (as the case may be) as amended to reflect the Inclusive TQ Changes in question to the Authority for agreement.
<ul> <li>(a) The Authority shall either:</li> <li>confirm to the Supplier its agreement to the relevant amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents; or</li> <li>notify the Supplier that the whole or part of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents are not agreed (and provide details of the comments and/or objections that the Authority has in relation to such documents).</li> <li>(b) The Supplier shall (as soon as reasonably practicable following receipt of the Authority's notice) make such amendments to the whole or relevant part (as the case may be) of the Approved Initial TQ Deliverables, TQ</li> </ul>

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<sup>&</sup>lt;sup>10</sup> Where Academic Year X shall be the Academic Year in which the agreed amended documents reflecting the relevant Inclusive TQ Changes shall (where applicable) be implemented by Approved Providers for the new Cohort of Students.

of the Authority and resubmit such amended documents to the Authority for agreement, to which the provisions of paragraph (a) (immediately above) shall apply.
The Supplier shall make available any agreed amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents to Approved Providers and facilitate the implementation by Approved Providers of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents, provided always that where part of any such amended document is subject to further amendment (as required by the Authority pursuant to paragraph (a) above), the Supplier shall not (unless otherwise agreed with the Authority) make any part of that relevant Approved Initial TQ Deliverable, TQ Deliverable, Product or document available to Approved Providers until the Supplier has made such amendments as are necessary to address the comments and/or objections of the Authority referred to in paragraph (a) above and the Authority has either confirmed its agreement to the resubmitted document or notified the Supplier that such document (containing only those amendments that have been agreed by the Authority) may be made available to Approved Providers.
Any agreed amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents shall be implemented by Approved Providers for the new Cohort of Students.

# TQ Content Updating Schedule: Exclusive TQ Changes

Schedule Date	Activity
End May (Academic Year X <sup>11</sup> -2)	Where the Authority carries out an annual review contemplated by clause 8.4, the Authority shall (where the Authority considers that the outcome of that review gives rise to any one or more Exclusive TQ Changes that the Authority requires to be implemented in accordance with this TQ Content Updating Schedule) submit to the Supplier an annual guidance note setting out such Exclusive TQ Changes.
June (Academic Year X-2) to September (Academic Year X-1)	The Supplier shall reflect any Exclusive TQ Changes arising out of the relevant annual guidance note in the Approved Initial TQ Deliverables or the TQ Deliverables (as the case may be) and/or any other Products and/or documents associated with the TQ (as applicable).

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<sup>&</sup>lt;sup>11</sup> Where Academic Year X shall be the Academic Year in which the agreed amended documents reflecting the relevant Exclusive TQ Changes shall (where applicable) be implemented by Approved Providers for the new Cohort of Students.

By End September (Academic Year X-1)	The Supplier shall submit the relevant Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents (as the case may be) as amended to reflect the Exclusive TQ Changes in question to the Authority for IfATE Approval.
October to November (Academic Year X-1)	<ul> <li>(a) The Authority shall either:         <ul> <li>confirm to the Supplier that the relevant amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents meet the requirements for IfATE Approval; or</li> <li>notify the Supplier that the whole or part of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents do not meet the requirements for IfATE Approval (and provide details of the comments and/or objections that the Authority has in relation to such documents).</li> </ul> </li> </ul>
	(b) The Supplier shall (as soon as reasonably practicable following receipt of the Authority's notice) make such amendments to the whole or relevant part (as the case may be) of the Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents as are necessary to address any comments and/or objections of the Authority and resubmit such amended documents to the Authority for IfATE Approval, to which the provisions of paragraph (a) (immediately above) shall apply.
The earlier of the beginning of December (Academic Year X-1) and (where applicable) the date of IfATE Approval being achieved in relation to the relevant amended documents  Approved Initial TQ Deliverables or TQ Deliverables applicable) any Products and/or documents achieved IfATE Approval to Approved Providers of such Approved Initial TQ Deliverables, TQ Deliverable and/or documents, provided always that where such amended document is subject to further ame required by the Authority pursuant to paragraph the Supplier shall not (unless otherwise agree Authority) make any part of that relevant Approved Deliverable, TQ Deliverable, Product or document Approved Providers until the Supplier has amendments as are necessary to address the and/or objections of the Authority referred to in passive and the Authority has either confirmed amended resubmitted document has achieved IfA or notified the Supplier that such document (cor those amendments on which the Authority would to award IfATE Approval) may be made available Providers.	

(X)	Any amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents that have achieved IfATE Approval shall be implemented by Approved Providers for the new Cohort of Students.
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#### **ANNEX 7 – INITIAL DEVELOPMENT MILESTONES**

This Annex sets out the submission requirements for the three Milestones at which the Authority will render initial, interim and final payments of the Development Charge.

Further interim submission Milestones may be added to this timetable where these are agreed as part of the agreement at Interim Milestone 1. This decision will be influenced by the quantum of change to the TQ that is approved by the Authority at that initial Milestone.

In the event of any conflict and/or inconsistency between the provisions of this Annex 7 and the provisions of Annex 4 (*TQ Critical Path Diagram*) to this Service Requirements, the provisions of this Annex 7 shall prevail.

Milestone	Submission Date	Submission
Interim Milestone 1	3 February 2025 (indicative)	<b>TQ Specification.</b> A draft version of the complete TQ Specification, which takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting, and which includes:
		(a) a complete Specification of Content for all Components which fully covers the Former Supplier's TQ Specification and, if relevant, the Outline Content and any proposed changes to the Former Supplier's Specification of Content;
		(b) the proposed Guided Learning hours for each Component;
		(c) a draft of the Scheme of Assessment which:
		(i) specifies the assessment objectives for each part of the TQ Core Component;

Milestone	Submission Date	Submission
		(ii) defines each assessment method to be used for each Component;
		(iii) specifies indicative weightings for the assessments within the Components.
		<b>TQ Specimen Assessment Materials.</b> Sample indicative assessment tasks, and assessment criteria/mark schemes which takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting for:
		(d) each part of the TQ Core Component; and
		(e) at least one Occupational Specialist Component.
		The submission must support the exemplification of the proposals within the assessment design walkthrough and include as a minimum the following:
		<ul> <li>exemplar questions that cover the variety of questions types and accompanying mark scheme including indicative content;</li> </ul>
		(g) exemplar tasks for one example of an Employer Set Project together with an exemplar mark scheme and indicative content; and
		(h) exemplar tasks for one Occupational Specialist Component Assignment together with an exemplar mark scheme including indicative content.
		<b>Assessment Strategy.</b> A draft of the Assessment Strategy, which contains a clear explanation of the structure of the assessment design and strategy for example, the

Milestone	Submission Date	Submission
		proposed number of assessments and/or assessment tasks, the duration of each and the conditions under which each would be taken. For the Employer Set Project and the Occupational Specialisms, the draft of the Assessment Strategy should also set out the proposed approach to marking and how students' application of skills and knowledge will be assessed. The draft of the Assessment Strategy shall meet (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Assessment Strategy and take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		The Submission must include an:
		Assessment design slide deck. A slide deck which contains a clear explanation of the structure of the assessment design and explanation of the design decision rationale for the TQ Core Component and Occupational Specialist Component. The slide deck must contain the structural elements and rationale in accordance with any guidance on the Service Requirements issued by the Authority and take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting. The assessment design slide deck will be used to facilitate a walkthrough with the Authority shortly following the submission.
		Implementation and Delivery Plan. A complete version of the Implementation and Delivery Plan, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Implementation and Delivery Plan and which also takes in account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any

Milestone	Submission Date	Submission
		previous TQ Development Meeting
		<b>Resource Plan.</b> A complete version of the Resource Plan, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Resource Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		Provider Approval Criteria. A complete version of the Provider Approval Criteria, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Provider Approval Criteria and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		Risk Register and Issues Log. An updated and complete version of each of the Risk Register and the Issues Log which meet all of the requirements of the Product Description for the Risk Register or Issues Log (as applicable) and which take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		<b>Submission Issues Log.</b> An updated Submission Issues Log which meets all of the requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.
		Employer and Provider Engagement Strategy. A complete version of the Employer and

Milestone	Submission Date	Submission
		Provider Engagement Strategy, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Employer and Provider Engagement Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
Interim Milestone 2	2 June 2025 (indicative)	TQ Specification. A complete version of the TQ Specification, which meets all of the requirements of the Product Description for the TQ Specification and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.  TQ Specimen Assessment Materials and accompanying Assessment Guidance for
		<b>Providers.</b> A complete version of the TQ Occupational Specialist Component and each part of the TQ Core Component, and accompanying Assessment Guidance for Providers which meet all of the requirements of the Product Descriptions and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		<b>Assessment Strategy.</b> A complete version of the Assessment Strategy, which meets all of the requirements of the Product Description for the Assessment Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.

Milestone	Submission Date	Submission
		Implementation and Delivery Plan. A complete version of the Implementation and Delivery Plan, which meets all of the requirements of the Product Description for the Implementation and Delivery Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		<b>Resource Plan.</b> A complete version of the Resource Plan, which meets all of the requirements of the Product Description for the Resource Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		<b>Provider Approval Criteria.</b> A complete version of the Provider Approval Criteria which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 4) all of the requirements of the Product Description for the Provider Approval Criteria and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		<b>Risk Register and Issues Log.</b> A complete version of each of the Risk Register and the Issues Log which meet all of the requirements of the Product Description for the Risk Register or Issues Log (as applicable) and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		Submission Issues Log. An updated Submission Issues Log which meets all of the

Milestone	Submission Date	Submission
		requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.
		Employer and Provider Engagement Strategy. A complete version of the Employer and Provider Engagement Strategy, which meets all of the requirements of the Product Description for the Employer and Provider Engagement Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
Final Approval Milestone	22 September 2025 (indicative)	<b>TQ Specification</b> . A complete version of the TQ Specification, which meets all of the requirements of the Product Description for the TQ Specification and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		TQ Specimen Assessment Materials and accompanying Assessment Guidance for Providers. A complete version of the TQ Specimen Assessment Materials, and accompanying Assessment Guidance for Providers which meet all of the requirements of the Product Descriptions and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		Assessment Strategy. A complete version of the Assessment Strategy, which meets all of the requirements of the Product Description for the Assessment Strategy and which also

Milestone	Submission Date	Submission
		takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		Implementation and Delivery Plan. A complete version of the Implementation and Delivery Plan, which meets all of the requirements of the Product Description for the Implementation and Delivery Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		<b>Resource Plan.</b> A complete version of the Resource Plan, which meets all of the requirements of the Product Description for the Resource Plan and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		<b>Provider Approval Criteria</b> . A complete version of the Provider Approval Criteria, which meets all of the requirements of the Product Description for the Provider Approval Criteria and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		Risk Register and Issues Log. A complete version of each of the Risk Register and the Issues Log which meet all of the requirements of the Product Description for the Risk Register or Issues Log (as applicable) and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of

Milestone	Submission Date	Submission
		such Product at any previous TQ Development Meeting.
		<b>Submission Issues Log.</b> An updated Submission Issues Log which meets all of the requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.
		Employer and Provider Engagement Strategy. A complete version of the Employer and Provider Engagement Strategy, which meets all of the requirements of the Product Description for the Employer and Provider Engagement Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.
		Draft Key Dates Schedule. An updated version of the Key Dates Schedule.
Guide Standard Exemplification Materials	October 2025 (Indicative)	<b>Exemplification Materials.</b> A complete version of the Guide Standard Exemplification Materials for each Occupational Specialist Component, which meet all of the requirements of the Product Description for the Guide Standard Exemplification Materials and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting or any other feedback.

## ANNEX 8 – ELIGIBLE PROVIDERS

## Part 1 – Eligible Providers

The Eligible Providers for the current Academic Year are published on the Gov.uk website here:

https://www.gov.uk/government/publications/providers-selected-to-deliver-t-levels

## Part 2 – Eligible Providers Subsequent Cohorts

The Authority shall, not later than 12 months prior to the commencement of the relevant Academic Year, notify the Supplier of the Eligible Providers for such Academic Year.

# **ANNEX 9 – MANAGEMENT INFORMATION**

Information/ report	Description
Development Phase Report	<ul> <li>In the period prior to IfATE Approval, the Supplier shall prepare and provide a dashboard report (in such form as the Authority may specify from time to time) summarising:</li> <li>the Supplier's progress against and compliance (to date) with the Implementation and Delivery Plan (including progress against any milestones (including any Milestones)) and the Resource Plan;</li> <li>how the Supplier is managing any risks and issues identified in the updated Risk Register and/or Issues Log, including the Supplier's progress against any steps required by the Authority to be carried out by the Supplier in accordance with paragraph 11.1.2 of Part 1 of this Service Requirements;</li> <li>how Employers (and other end users, including higher education providers) have been consulted in relation to the design of the TQ; and</li> <li>such other information as the Authority may reasonably</li> </ul>
Operational Delivery Report	Monthly Performance Report  The Supplier shall prepare and provide a dashboard report (in such form as the Authority may specify from time to time) summarising:  • the Supplier's progress against and compliance (to date) with the Implementation and Delivery Plan, the Resource Plan and the Key Dates Schedule for the relevant Academic Year;  • how the Supplier is managing any risks and issues identified in the updated Risk Register and/or Issues Log, including the Supplier's progress against any steps required by the Authority to be carried out by the Supplier in accordance with paragraph 11.1.2 of Part 1 of this Service Requirements;  • for each KPI in respect of which the Performance Monitoring Period ends in that Contract Month:   • the actual performance achieved by the Supplier for that KPI during that Performance Monitoring Period; and  • details of any Service Failure that occurred in respect of that KPI, together with the proposed KPI Improvement Plan;

Information/	Description
Information/report	details of the Supplier's progress against each KPI Improvement Plan that the Supplier is (or should be, if it was complying with its obligations under this Contract) carrying out and/or completing during the relevant Contract Month;      the Supplier's progress in carrying out any Designated Action notified by the Authority pursuant to clause 14.2 (What may happen if there are issues with your provision of the Services);      without prejudice to clause 14.1 (What may happen if there are issues with your provision of the Services), any Critical Service Failures occurring in the relevant Contract Month;      any areas of the Services (and/or the performance of the Services) where the Supplier reasonably considers that there could be innovations and/or improvements in the delivery and/or performance of the Services, including key risks and potential benefits;      progress in implementing, and the actual impact of, any innovations and/or improvements previously notified by the Supplier;      evidence demonstrating that the Supplier is achieving the overarching outcomes for each element of the Services, as set out in the first column of the Service Definitions Table;      the monitoring undertaken by the Supplier in accordance with paragraph 3.1.2 of Part 1 of this Service Requirements in the relevant Contract Month to include reporting on Provider usage of training, resources and other support materials made available by the Supplier;      any events, matters and/or circumstances referred to in paragraph 3.2 of Part 1 of this Service Requirements occurring in the relevant Contract Month, together with the progress (during the relevant Contract Month) of the Eligible Provider or Approved Provider (as the case may be) and the Supplier in taking the steps and/or actions referred to in paragraphs 3.3 and 3.4 of Part 1 of this
	<ul> <li>Service Requirements; and</li> <li>such other information as the Authority may reasonably require from time to time having regard to, amongst other things, the period in the Academic Year within which the relevant Contract Month falls.</li> </ul>
	In relation to the assessment of the Supplier's performance against each KPI, the Supplier shall submit all such evidence as is referred to in the fifth column of the Table set out in Annex 1 to Schedule 15 ( <i>Monitoring of Performance</i> ), other than where such evidence is stated to be obtained via a survey. Notwithstanding the evidence that the Supplier is required to provide (referred to in the fifth column of the Table set out in Annex 1 to Schedule 15 ( <i>Monitoring of Performance</i> )) to enable

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Information/ report	Description
	the assessment of the Supplier's performance against each KPI, the Supplier shall also include within this Monthly Performance Report the following data and information (broken down by KPI):
	<ul> <li>KPI 1 (Provider approval and monitoring):         <ul> <li>the number of Eligible Providers applying to become Approved Providers, broken down into those Eligible Providers that are seeking a full approval and those Eligible Providers that are seeking to extend an existing approval;</li> <li>the number and details of Eligible Providers that have submitted an application to become an Approved Provider and who have (i) not become an Approved Provider and (ii) become an Approved Provider;</li> <li>the number and details of Eligible Providers that are awaiting a decision on their application to become an Approved Provider;</li> <li>the number and details of Eligible Providers in respect of which a decision has been made within 30 Working Days of receipt by the Supplier of the relevant application; and</li> <li>details of the actual monitoring of Approved Providers undertaken by the Supplier in the relevant Contract Month.</li> </ul> </li> <li>KPI 2 (Approved Provider preparedness).<sup>12</sup></li> <li>KPI 3 (Queries from Eligible Providers and Approved Providers):         <ul> <li>the number of letters and other forms of electronic correspondence received (broken down by letter and each other form of electronic correspondence) and number of telephone calls received, in each case, in the relevant Contract Month;</li> <li>a summary of key topics or queries being asked;</li> <li>details of the percentage of such queries being resolved within the Target Service Level (broken down by letter (and each other form of electronic correspondence) and telephone calls); and</li> </ul> </li> </ul>
	<ul> <li>details of any repeat queries (including where any such queries have been raised and/or resolved in any previous Contract Month).</li> <li>KPI 4 (Complaints):</li> </ul>
	<ul> <li>the number of complaints received in the relevant Contract Month;</li> <li>a summary of the nature of each such complaint;</li> <li>details of the percentage of such complaints</li> </ul>
	being resolved within the applicable Target Service Level;

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 $<sup>^{\</sup>rm 12}\,{\rm To}$  be measured by a survey undertaken or commissioned by the Authority.

Information/ report	Description
•	<ul> <li>details of why any complaints that have not been resolved within the applicable Target Service Level have not been so resolved; and</li> <li>details of any repeat complaints or further complaints linked to a previous complaint (including where any such complaints have been made and/or resolved in any previous Contract Month).</li> <li>KPI 5 (Provider satisfaction). 13</li> </ul>
	KPI 6 (Numbers of appropriately qualified and trained Assessors (and (where applicable) Moderators)):     details of the actual number of Assessors (and (where applicable) Moderators) that have been recruited, trained and retained in the relevant Contract Month; and     details of the number of Assessors (and (where applicable) Moderators) contemplated by the relevant Contract Month (or in line with the trajectory (as the case may be)) as set out in the then current Implementation and Delivery Plan and/or Resource Plan. The Authority may require the Supplier to provide this data more frequently than monthly during the key assessment delivery period.
	<ul> <li>KPI 7 (Quality of TQ Live Assessment Materials):         <ul> <li>a summary of activities completed in the relevant Contract Month relating to the development of the TQ Live Assessment Materials, as contemplated in the Assessment Strategy and/or the Implementation Plan;</li> <li>a summary of the actual quality assurance activity undertaken by the Supplier in the relevant Contract Month;</li> <li>a summary of the quality assurance activity (if any) that is contemplated in the Assessment Strategy as being undertaken by the Supplier in or during (as the case may be) the relevant Contract Month; and</li> <li>details of any errors reported in the TQ Live Assessment Materials in the relevant Contract</li> </ul> </li> </ul>
	Month.  • KPI 8 (Student assessment evidence assessed and processed):  o a summary of the actual quality assurance activity undertaken by the Supplier to verify the quality of the processing of Student assessment evidence for awarding in the relevant Contract Month, together with evidence that such

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 $<sup>^{\</sup>rm 13}\,{\rm To}$  be measured by a survey undertaken or commissioned by the Authority.

Information/ report	Description
report	processing has been undertaken accurately and consistently;  a summary of the quality assurance activity (if any) that is contemplated in the Assessment Strategy as being undertaken by the Supplier to verify the quality of the processing of Student assessment evidence for awarding in or during (as the case may be) the relevant Contract Month;  details of the cumulative volume and percentages of Student assessment evidence processed (broken down to the TQ Core Component and each Occupational Specialist Component) by the end of the relevant Contract Month, as against the planned trajectory and dates in the Implementation and Delivery Plan applicable to that Contract Month; and details of any errors, inaccuracies and/or inconsistencies identified in any processed Student assessment evidence in the relevant Contract Month.  KPI 9 (Validation of Grade Standard Exemplification Materials): 14  For each Occupational Specialism: a summary of the employer validation activity undertaken to validate Grade Standard Exemplification Materials the number of employers who have been involved in the validation process; including details as to whether they have been involved in the panel prior to each validation exercise evidence of validation from at least 5 different Employers relevant to the Occupational Specialism that validate the Grade Standard Exemplification Materials. evidence of validation from at least 5 different Employers relevant to the Occupational Specialism that the Grade Standard Exemplification Materials.  evidence of validation from at least 5 different Employers relevant to the Occupational Specialism that the Grade Standard Exemplification Materials.  evidence of validation from at least 5 different Employers relevant to the Occupational Specialism that the Grade Standard Exemplification Materials are comparable to the Approved Guide Standard Exemplification Materials.  evidence of validation from at least 5 different Employers relevant to the Occupational Specialism that the Grade Standard Exemplification Ma
	Month; and

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<sup>&</sup>lt;sup>14</sup> To be assessed by the receipt and review by the Authority of evidence of validation from Employers in the relevant Contract Month.

Information/	Description
Information/report	details of the cumulative volume and percentages of Student results envisaged in the Implementation and Delivery Plan to be submitted by the Supplier to the Authority (or the Authority's nominee (as the case may be)) by the end of the relevant Contract Month.  KPI 11 (Post-Results Services):      the total volume of Post-Results Services (broken down by service) and percentage of each Post-Results Services) undertaken by the Supplier in the relevant Contract Month;      detail of the timing of delivery of Post-Results Services against the applicable timeframes in Annex 10 (Additional Services) of this Service Requirements as contemplated by the Supplier's Response; and      detail of the proportion of remarks and Appeals which have resulted in grade increases or decreases (and summary of key reasons for any changes made).  KPI 12 (Submission of information):      details of the Management Information, required or requested Products including Key Materials and/ or Ancillary Materials submitted in respect of the relevant Contract Month;      details of the Management Information, required or requested Products including Key Materials and/ or Ancillary Materials anticipated to be submitted in respect of the relevant Contract Month; and      details of any errors, inaccuracies and/or inconsistencies identified in any Management Information, required or requested Products
	including Key Materials and/ or Ancillary Materials submitted in respect of the relevant Contract Month (and/or any previous Contract Month).
	Ongoing Development Services Report
	A dashboard report (in such form as the Authority may specify from time to time) summarising:
	<ul> <li>the Supplier's progress against and compliance (to date) with the TQ Content Updating Schedule (including progress against any milestones);</li> <li>any proposed amendments and/or updates made to any Product during the relevant Contract Month pursuant to paragraphs 2.5 and/or 2.6 of Part 1 of this Service Requirements; and</li> </ul>

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Information/ report	Description					
	such other information as the Authority may reasonably require from time to time.					
	Annual Services Report  By the end of August each year, a high level overview of th Supplier's assessment of its performance during that Academi Year, summarising:					
	<ul> <li>the key successes and areas for improvement in the delivery of the Services and/or the TQ;</li> <li>in respect of the assessment cycles in that Academic Year, what important lessons were learned and how these will be addressed in following assessment cycles;</li> <li>the key issues for the next following Academic Year;</li> <li>how Employers have been consulted in relation to (and been involved in the design and delivery of) TQ assessment;</li> <li>performance against the Social Value commitments under paragraph 13.1 (Social Value Commitments); and</li> <li>(where appropriate), the preparations for handover at the end of the Term.</li> </ul>					
	The Supplier shall also provide an updated Exit Plan in accordance with paragraph 2 of Schedule 12 (Exit Management).					
	Annual Penetration Testing Report					
	By the end of August each year, a summary of:					
	<ul> <li>the Supplier's findings of independent penetration testing undertaken to test the security of any IT systems and hosting environments that are used to handle, store or process IfATE Data; and</li> <li>details of any necessary remedial works required as a result of such penetration testing.</li> </ul>					
Student registrations and Student entries (as referred to in	In relation to the Supplier's obligations in paragraph 5.4 of Part 1 of this Service Requirements, the Supplier shall report the following information and data (in a spreadsheet but in such form as the Authority may specify from time to time):					
paragraph 5 of Part 1 of this Service Requirements)	<ul> <li>the number of Students registered for the TQ by Approved Provider (including late registrations and/or registration amendments and very late registrations and/or registration amendments (each as referred to in Annex 10 to this Service Requirements)):</li> </ul>					

Information/ report	Description					
	<ul> <li>in the current Academic Year; and</li> <li>in aggregate (including for the current Academic Year) during the Term to date;</li> <li>the number of Student entries by Approved Provider (including late entries and/or entry amendments and very late entries and/or entry amendments (each as referred to in Annex 10 to this Service Requirement)) in the relevant Academic Year for:         <ul> <li>the TQ Core Component; and</li> <li>each Occupational Specialist Component,</li> </ul> </li> <li>together with the number of such entries in aggregate (including for the current Academic Year) for each of the</li> </ul>					
	TQ Core Component and each Occupational Specialist Component for all Academic Years during the Term to date;					
	<ul> <li>the number of withdrawn entries in the relevant Academic Year (by Approved Provider) for:         <ul> <li>the TQ Core Component; and</li> <li>each Occupational Specialist Component,</li> </ul> </li> </ul>					
	together with the number of such withdrawals in aggregate (including for the current Academic Year) for each of the TQ Core Component and each Occupational Specialist Component for all Academic Years during the Term to date; and					
	such other information as the Authority may reasonably require from time to time.					
	In relation to the Supplier's obligations in paragraph 8.2 of Part 1 of this Service Requirements, the Supplier shall report the following information and data (in such form as the Authority may specify from time to time) to the Authority (or the Authority's nominee (as applicable)):					
TQ results (as referred to in paragraph 8 of Part 1 of this Service Requirements)	<ul> <li>results for each Student for the TQ Core Component and each Occupational Specialist Component that such Student has undertaken including:         <ul> <li>Unique Learner Number;</li> <li>name of Approved Provider;</li> <li>Supplier name;</li> <li>details of the TQ achieved;</li> </ul> </li> </ul>					
	<ul> <li>the grade awarded for each Component;</li> <li>date of achievement;</li> <li>the outcome of any Appeals, Clerical Check, Expedited Review of Marking, Review of Marking, and/or Review of Moderation (each as referred to in Annex 10 (Additional Services) to this Service Requirements)), including</li> </ul>					

Information/	Description
	details of the nature of the Appeal and a summary of the grounds for the Appeal; and  • such other information as the Authority may reasonably require from time to time,
	to enable, amongst other things, the aggregation for T Level certification and inclusion in any Provider performance tables.
Additional Services	Data and information on the volume and nature of Additional Services being delivered to Approved Providers in the relevant Contract Month, in aggregate for the Academic Year to date and in aggregate (including for the current Academic Year) for all Academic Years during the Term to date (in spreadsheet format and in such form as the Authority may specify from time to time).
	In advance of its publication and availability to Approved Providers and in accordance with clause 4.13 ( <i>Pricing and payments</i> ), proposed adjustments to the Fees for the following Academic Year.  In accordance with clause 4.13 ( <i>Pricing and payments</i> ), proposed adjustments to the Rate Card for the following
Adjustments to Fees	Academic Year.  The information for each of the proposed adjustments to the Fees and the proposed adjustments to the Rate Card will be submitted separately in a spreadsheet format (in such form as the Authority may specify from time to time) and will include any proposed annual percentage change in each proposed Fee and each proposed rate in the Rate Card, as such proposed change shall be calculated in accordance with clauses 4.12 and 4.13 ( <i>Pricing and payments</i> ).

#### **ANNEX 10 – ADDITIONAL SERVICES**

Additional Service	Additional Service Requirements			
Access to Student assessment evidence	The Supplier shall within 10 Working Days following receipt of a request from the relevant Approved Provider, send (in such form as such Approved Provider shall request) to that Approved Provider a copy (including, as applicable, a PDF copy) of the relevant original marked Student assessment evidence or the whole or the relevant part (as the case may be) of the original TQ Live Assessment Materials to which the Student assessment evidence relates, to help the Approved Provider (or relevant Student (as the case may be)) decide whether to request a Review of Marking or Review of Moderation (each as defined below).			
Additional Approved Provider support visit	The Supplier shall, as soon as reasonably practicable following receipt of a request from an Approved Provider, attend such Approved Provider's premises and provide such additional support as such Approved Provider reasonably requires, such as support in relation to misinterpretation of the TQ Specification.			
Appeal	The Supplier shall:			
	(i) within 20 Working Days following receipt of a request from an Approved Provider for an Appeal, undertake a detailed review of all information, data and/or documents relating to the Appeal, including the assessment evidence relating to the whole or the relevant part of a Cohort or an individual Student (as the case may be); and			
	(ii) within 20 Working Days following receipt of a request from an Approved Provider for an Appeal hearing, hold an Appeal hearing in which the Approved Provider or its representative(s) can make submissions in relation to the Appeal, including (where applicable) explaining its dissatisfaction with any grade(s) awarded in relation to the whole or any part of a Cohort or an individual Student (as the case may be),			
	following which the Supplier shall notify the Approved Provider of the outcome of such Appeal and, where necessary, adjust the marks awarded to the whole or any part of a Cohort or an individual Student (as the case may be) and issue new results to the Authority (or its nominee (as the case may be)), provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the determination of such Appeal, the Approved Provider is not successful in the Appeal.			
Clerical Check	The Supplier within 10 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Student's assessment evidence and recount all of			

Additional Service	Additional Service Requirements
	the marks that such Student has been awarded to ensure that the total number of marks awarded to such Student (leading to the award of the relevant grade(s)) equal the number of marks that should have been awarded to such Student and, where necessary, adjust the marks awarded to the Student, notify the Approved Provider of such adjustment and issue new results to the Authority (or its nominee (as the case may be)).
Expedited Review of Marking	The Supplier shall within 10 Working Days following receipt of a request from an Approved Provider, undertake an expedited Review of Marking (as defined below), provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such an expedited Review of Marking, the grade(s) awarded to such Student is not changed.
Late entry or entry amendment	Where, following the entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year until the very late entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be entered for the TQ Core Component and/or relevant Occupational Specialist Component and/or an existing entry for a Student to be amended, the Supplier shall following receipt of a request from an Approved Provider no later than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, enter that Student for the TQ Core Component and/or relevant Occupational Specialist Component or amend that Student's entry for the TQ Core Component and/or relevant Occupational Specialist Component or amend that Student's entry for the TQ Core Component and/or relevant Occupational Specialist Component (as the case may be).
Late registration or registration amendment	Where, following the registration deadline for the TQ specified in the Key Dates Schedule for the relevant Academic Year until the very late registration deadline for the TQ specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be registered for the TQ and/or an existing registration for a Student to be amended, the Supplier shall following receipt of a request from an Approved Provider no later than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, register that Student for the TQ or amend that Student's registration for the TQ (as the case may be).
Retake	Where, in the period following the publication of the TQ results in accordance with paragraph 8 of Part 1 of this Service Requirements until two years after the end of the final Academic Year for the Cohort within which the relevant Student is included,

Additional Service	Additional Service Requirements				
	<ul> <li>an Approved Provider requests that a Student wishes to retake all or any of the assessments for:</li> <li>the TQ Core Component - External Examination;</li> <li>the TQ Core Component - Employer Set Project; and/or</li> <li>an Occupational Specialist Component,</li> </ul>				
	the Supplier shall carry out and complete its obligations in paragraphs 6.1.3 ( <i>TQ live assessment design and delivery</i> ), 7 ( <i>TQ grade awarding</i> ), 8 ( <i>TQ Results</i> ) and 9 ( <i>TQ Post Results Services</i> ) (save to the extent that compliance with such obligations in that paragraph 9 ( <i>TQ Post Results Services</i> ) would otherwise require the performance of a further Additional Service and in respect of which the provisions applicable to that further Additional Service shall apply) in each case of Part 1 of this Service Requirements in respect of such Student.				
Review of Marking	The Supplier shall within 25 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Student's assessment evidence alongside the TQ Live Assessment Materials applicable to such assessment evidence to ensure that the marking scheme has been complied with in full in relation to the marking of that Student's assessment evidence, provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such review, the grade(s) awarded to such Student is not changed.				
Review of Moderation	The Supplier shall within 25 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Cohort's assessment evidence alongside the assessment criteria within the Scheme of Assessment to ensure that the assessment criteria has been complied with in full in relation to the marking of that Cohort's assessment evidence, provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such Review of Moderation, the grade(s) awarded to any Student is not changed.				
Very late entry or entry amendment	Where, following the very late entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year until the date on which entries or amendments to entries finally closes for the TQ Core Component and/or relevant Occupational Specialist Component as specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be entered for the TQ Core Component and/or relevant Occupational Specialist Component and/or an existing entry for a Student to be amended, the Supplier shall (where reasonably practicable having regard to the nature of the assessment) following receipt of a request from an Approved				

Additional Service	Additional Service Requirements				
	Provider within the period not greater than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, enter that Student for the TQ Core Component and/or relevant Occupational Specialist Component or amend that Student's entry for the TQ Core Component and/or relevant Occupational Specialist Component (as the case may be).				
Very late registration or registration amendment	Where, following the very late registration deadline for the TQ specified in the Key Dates Schedule for the relevant Academic Year until the date on which registration for the TQ finally closes as specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be registered for the TQ and/or an existing registration for a Student to be amended, the Supplier shall (where reasonably practicable having regard to the nature of the assessment), following receipt of a request from an Approved Provider within the period not greater than 20 Working Days prior to the commencement of the relevant assessment as determined in accordance with the relevant Key Dates Schedule, register that Student for the TQ or amend that Student's registration for the TQ (as the case may be).				

#### <u>ANNEX 11 –</u>

Schedule for the submission of; Supplementary Specimen Assessment Materials; Employer Set Project Guide Exemplar Responses; and Employer Set Project Grade Exemplar Responses

Product	Description	Authority Submission Date	Publication date	Review point
Core Component	Supplementary Specimen Assessment Materials covering the TQ Core Component in full (comprising the External Examination and the Employer Set Project).	By the end of August prior to the first Academic Year of teaching	By end of October during the first Academic Year	Commencing during the second Academic Year of teaching, to be reviewed by the Supplier each and every Academic Year and re- submitted to the Authority to agree any changes by the end of October, for re-publication by the end of December.
Occupational Specialist Component(s)	Supplementary Specimen Assessment Materials covering the Occupational Specialist Component(s) in full.	By the end of March during the first Academic Year of teaching	By end of July during the first Academic Year	Commencing during the second Academic Year of teaching, to be reviewed by the Supplier each and every Academic Year and re- submitted to the Authority to agree any changes by the end of July, for re-publication by the end of October in the following Academic Year.
Employer Set Project Guide Exemplar Responses	Employer Set Project Guide Exemplar Responses covering the Employer Set Project, produced at grade A and grade E for each Employer Set Project, in consultation with Employers and accompanied by an explanatory commentary.	By the end of August prior to the first Academic Year of teaching	By end of October during the first Academic Year	
Employer Set Project Grade Exemplar Responses	Employer Set Project Grade Exemplar Responses covering the Employer Set Project, consisting of actual marked examples of Students' assessment evidence, selected after awarding, produced at grade A and grade E, for each Employer	By the end of October during the second Academic Year of teaching	By end of December during the second Academic Year	Commencing during the third Academic Year of teaching, to be reviewed by the Supplier each and every Academic Year and re- submitted to the Authority to agree any changes by the start of

Set Project, in consultation with Employers	September, for re-publication by the
and accompanied by an explanatory	end of October.
commentary.	

<sup>\*</sup> Where no students have sat an ESP, or no students have achieved a pass at grades A or E, on agreement with the Authority the Supplier may defer production of the Employer Set Project Grade Exemplar Responses to the next Academic Year.

# **Schedule 2 Annex 3**

TQ Spec



# Qualification specification

# T Level Technical Qualification in Health



# T Level Technical Qualification in Health Qualification Specification

# Health

#### 603/7066/X

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#### **Section 1: Introduction**

A T Level<sup>1</sup> is a composite technical study programme, aimed at preparing young people for work, higher level apprenticeships or higher education (HE). It comprises 4 key components:

- an approved technical qualification (TQ), which includes the opportunity to specialise in at least one occupational role
- a substantial industry placement with an external employer (further information regarding the required number of hours can be found on page 8)
- employability, enrichment and pastoral (EEP) elements
- in some cases, it may also include mandatory additional requirements (MAR), such as important licence to practice qualifications

The T Level Technical Qualification in Health forms part of the new T Level in Health. The outline content has been produced by T Level panels based on the same standards as those used for apprenticeships. The outline content formed the basis of this qualification and has been further developed by NCFE.

The TQ in health has 2 components:

- · core component:
  - o section A
  - o section B
- occupational specialism component:
  - o Dental Nursing
  - o occupational specialism core: supporting healthcare (plus one from options A to E):
    - option A: Supporting the Adult Nursing Team
    - option B: Supporting the Midwifery Team
    - option C: Supporting the Mental Health Team
    - option D: Supporting the Care of Children and Young People
    - option E: Supporting the Therapy Teams

The core provides a variety of knowledge and skills relevant to the health route as a whole, as well as the occupational specialisms within the health pathway. Some of the core topics and ideas are broken down and contextualised in more detail within the occupational specialisms, allowing students to apply the knowledge and skills in their own specific context.

Each occupational specialism component covers the knowledge, understanding, skills and behaviours required to achieve threshold competence in a chosen occupational specialism (threshold competence is not applicable to Dental Nursing, where students will be required to achieve safe beginner status). Threshold competence refers to the level of competence deemed by employers as sufficient to secure employment in roles relevant to an

<sup>&</sup>lt;sup>1</sup> T Level is a registered trade mark of the Institute for Apprenticeships and Technical Education.

occupational specialism. Achievement of threshold competence signals that a student is well placed to develop full occupational competence, with further support and development, once in work.

English, mathematics and digital skills have also been embedded throughout the TQ and must be taught when highlighted in the content.

#### **About this TQ specification**

To ensure that you are using the most up to date version of this TQ specification, please check the version number and date in the page footer against that of the TQ specification on the NCFE website.

If you advertise this qualification using a different or shortened name, you must ensure that students are aware that their results will state the full regulated qualification title.

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- you may copy and paste any material from this document; however, we do not accept any liability for any incomplete or inaccurate copying and subsequent use of this information
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- the resources and materials used in the delivery of this qualification must be age appropriate and due consideration should be given to the wellbeing and safeguarding of students in line with your safeguarding policy when developing or selecting delivery materials

# **Section 2: Summaries**

# **Technical qualification summary**

#### **Qualification title**

T Level Technical Qualification in Health

#### Qualification number (QN)

603/7066/X

#### Aim reference

6037066X

#### **Qualification level**

Level 3

#### Guided learning hours (GLH) and Total qualification time (TQT)

	GLH for delivery	GLH for assessment	Total GLH	TQT (including preparation time)
Core component	495	19 hours 30 minutes (plus 2 hours preparation time)	516 hours 30 minutes	566 hours
Dental Nursing	560	42 hours	602 hours	662 hours
Supporting the Adult Nursing Team + Supporting Healthcare core	300 hours + 270 hours	7 hours 45 minutes – 9 hours 15 minutes (plus 45 minutes preparation time)	577 hours 45 minutes – 579 hours 15 minutes (plus 45 minutes preparation time)	636 hours - 638 hours
Supporting the Midwifery Team +	300 hours + 270 hours	7 hours 45 minutes – 9 hours 15 minutes	577 hours 45 minutes – 579 hours 15 minutes	636 hours - 638 hours

Supporting healthcare core		(plus 45 minutes preparation time)	(plus 45 minutes preparation time)	
Supporting the Mental Health Team + Supporting Healthcare core	290 hours + 270 hours	7 hours 45 minutes – 9 hours 15 minutes (plus 45 minutes preparation time)	567 hours 45 minutes – 569 hours 15 minutes (plus 45 minutes preparation time)	625 hours - 627 hours
Supporting the Care of Children and Young People + Supporting Healthcare core	310 hours + 270 hours	7 hours 45 minutes – 9 hours 15 minutes (plus 45 minutes preparation time)	587 hours 45 minutes – 589 hours 15 minutes (plus 45 minutes preparation time)	647 hours – 649 hours
Supporting the Therapy Teams + Supporting Healthcare core	310 hours + 270 hours	7 hours 45 minutes – 9 hours 15 minutes (plus 45 minutes preparation time)	587 hours 45 minutes – 589 hours 15 minutes (plus 45 minutes preparation time)	647 hours - 649 hours

The GLH shown above only include time for the technical qualification element of the T Level programme; they do not include time allocated for the additional components of the T Level programme.

GLH will vary across the TQ, due to the different requirements of each occupational specialism.

#### Minimum age

T Level technical qualification students must be a minimum of 16 years of age.

#### **Qualification purpose**

The purpose of the T Level Technical Qualification in Health is to ensure students have the knowledge and skills needed to progress into skilled employment or higher-level technical training relevant to the T Level.

#### **Objectives**

The objectives of this qualification are to equip students with:

- the core knowledge and core skills relevant to health
- up to date occupational knowledge and skills that have continued currency amongst employers and others
- · the necessary English, mathematics and digital skills
- threshold competence that meets employer expectations and is as close to full occupational competence as possible – in the case of Dental Nursing, students are required to achieve safe beginner status
- opportunities to manage and improve their own performance

#### Industry placement experience

Industry placements are intended to provide students with the opportunity to develop the knowledge, skills and behaviours required for skilled employment in their chosen occupation and which are less easily attainable by completing a qualification alone.

As part of achieving the overall T Level programme, students are required to complete a minimum of 315\* hours industry placement. It is the provider's responsibility to ensure the minimum number of hours is undertaken by the student.

There may be specific requirements for providers and employers to consider prior to the student commencing an industry placement. Please see the industry placement guidance from the Institute for Apprenticeships and Technical Education.

There are specific requirements for providers and employers relating to the insurance of students in the workplace. Further information about insurance can be found at <a href="https://www.abi.org.uk">www.abi.org.uk</a> or <a href="https://www.abi.org.uk">www.abi.org.uk</a> or <a href="https://www.abi.org.uk">www.hse.gov.uk/youngpeople/index.htm</a>.

#### \*Industry placement experience – Dental Nursing occupational specialism (OS)

For the Dental Nursing OS, students are required to complete a minimum of 600 hours industry placement. This can be increased to up to 900 hours. This is a flexible industry placement element to enable providers to increase the industry time depending on the students' needs.

To facilitate comprehensive Dental Nurse training, students must have exposure to a wide variety of clinical experiences to ensure they develop a wide breadth of knowledge and skills in primary dental care; therefore, a suitable placement must be sought.

Industry placement experience will be reviewed during the annual monitoring review (AMR) process. More information on this can be found within the provider approval and AMR guidance.

#### **Rules of combination**

Students are required to complete:

- · core component
- occupational specialism component:
  - Dental Nursing
  - o occupational specialism core: Supporting Healthcare (plus one from options A to E)
    - option A: Supporting the Adult Nursing Team
    - option B: Supporting the Midwifery Team
    - option C: Supporting the Mental Health Team
    - option D: Supporting the Care of Children and Young People
    - option E: Supporting the Therapy Teams

Students must not complete more than one occupational specialism component.

Approved providers can select which occupational specialism component to deliver to their students.

#### Grading

Component	Grade
core component	A* to E and U
occupational specialism components	Distinction/Merit/Pass and Ungraded

#### Assessment method

#### **Core component:**

- 2 written examinations
- employer set project (ESP)

In order to achieve a grade for core component, students must have results for both sub-components (the core (written) examination and the employer set project).

The combined results from these sub-components will be aggregated to form the overall core component grade (A\* to E and U).

If students fail to reach the minimum standard across all sub-components, they will receive a U grade. No overall grade will be issued for the core component until both sub-components have been attempted.

#### Occupational specialism component – Dental Nursing:

- an e-portfolio (with the primary function of allowing entry onto an industry work placement)
- an e-journal (which allows demonstration of General Dental Council (GDC) standards)
- a structured observation (SOA) (assessed in the workplace)
- a case study assessment (CSA)
- an objective structured clinical examination (OSCE) (assessed in the provider setting)
- a professional discussion (PDA)

#### Occupational specialism component – Supporting Healthcare:

- · a case study assessment
- 2 practical activities assessments: one for the core: Supporting Healthcare, and one for the occupational specialism
- a professional discussion

The student is also required to successfully achieve a distinction/merit/pass grade in one of the occupational specialism components. If the student fails to reach the specified level of attainment, they will receive a U grade.

#### Progression including job roles (where applicable)

Students who achieve this qualification could progress to the following, depending on their chosen occupational specialism:

- · employment:
  - o dental nurse
  - o ambulance support worker
  - o healthcare support worker in a health setting
  - o senior healthcare support worker in a health setting
  - o emergency care assistant
  - maternity support worker
  - newborn hearing screener
  - o domiciliary care worker
  - o social care worker
- · higher education
- apprenticeship (progression onto lower-level apprenticeships may also be possible in some circumstances, if the content is sufficiently different)

#### **UCAS**

The T Level study programme is eligible for UCAS points. Please check the UCAS website for more information.

#### Regulation information

This is a regulated qualification.

#### **Funding**

This qualification is eligible for funding. For further guidance on funding, please contact the Education and Skills Funding Agency (ESFA).

#### English, mathematics and digital content

English, mathematics and digital content are embedded and contextualised within the health qualification content. This content must be taught to all students and will be subject to assessment.

#### **Entry guidance**

This qualification is designed for post-16 students.

There are no specific prior skills/knowledge a student must have for this qualification. However, students would be expected to have a level 2 qualification or equivalent.

Providers are responsible for ensuring that this qualification is appropriate for the age and ability of students. Providers must make sure that students can fulfil the requirements of the core and chosen occupational specialism and comply with the relevant literacy, numeracy, digital and health and safety aspects of this qualification.

Students registered on this qualification should not undertake another qualification at the same level with the same or a similar title, as duplication of learning may affect funding eligibility.

#### **T Level Transition programme**

The T Level Transition Programme (TLTP) is a new one-year, 16 to 19, level 2 study programme, which provides a high-quality route onto T Levels. It is designed for those learners with T Level aspirations, who would benefit from the additional study time, preparation and support the programme provides, to help them progress onto a T Level.

There is a TLTP for each T Level Technical Education route, rather than individual T Levels or occupational specialisms, to provide a broad introduction to the industry-relevant knowledge, practical, transferable and employability skills and behaviours, relevant to a learners chosen T Level subject area. The programme consists of interrelated components including English, maths and digital; technical knowledge and skills; experience of the workplace; and wider support and personal development. Together, these components complement and reinforce learning and development.

The National Technical Outcomes have been developed for each route, to set out the minimum learners are expected to cover in the technical component of the programme. The National Technical Outcomes have been developed with close reference to T Level outline content and the T Level Technical Qualification specifications so that they provide a steppingstone to T Level, appropriate to level 2.

The T Level Transition programme is being introduced alongside T Levels. More information on the T Level Transition Programme can be found on the government's website gov.uk.

#### Registering students on T Levels

We expect students to make a decision about their T Level pathway within the first few weeks of their course, supported by good information, advice and guidance from their provider. For example, a student might know that they want to do a Health and Science T Level, but not be clear at the outset whether that should be Health, Healthcare Science or Science. If a provider is offering 2 or 3 of the available pathways, there may be some codelivery or other activity in the first few weeks which provides students with the opportunity to find out about different occupations, for example through employer visits. A student's chosen T Level pathway and OS should be recorded on the Individual Learner Record (ILR) or School Census in October of year 1.

To ensure there is sufficient time to cover the curriculum, decisions about OSs should be confirmed by the end of the first year, although this could be much earlier depending on a provider's curriculum model. For example, some providers start teaching the OS early on in first year and require students to make a decision about this at the start of their course, whereas other providers may only start teaching OSs in the second year. In order to ensure that providers receive the right level of funding, a student's OS must be confirmed in the final data return of year 1 (ILR R14/Autumn Census), although changes after this date are possible.

Providers will also need to ensure that they register their students on the TQ with the awarding organisation and enter them for assessments as relevant.

#### Transferring between T Levels and occupational specialisms (OSs)

We expect some students to switch between T Levels. Providers should consider the degree of overlap between the 2 T Levels and the remaining time before any assessments in determining if a transfer is possible – or whether a student will need to restart their T Level. Attainment from one T Level cannot count towards another, and all students will need to take and pass the relevant assessments in order to pass their T Level.

Some students may also want to switch to a different OS within the same T Level pathway, including in the second year. It is less likely that there will be any overlap between OSs, so any decision will depend on the provider's curriculum model and the stage a student has reached in their OS learning. Any changes to a student's T Level – whether pathway or OS – should be recorded on the ILR/Census as soon as possible and should also match the registration and assessment entries submitted to the relevant awarding organisation.

#### Achieving this qualification

To achieve this qualification, the student must successfully demonstrate their achievement of the core component and one occupational specialism component (the Supporting Healthcare occupational specialism includes additional core content, plus one from options A to E).

In order to achieve a grade for the core component, the student must attempt both the external examination and ESP sub-components. The results from these will be aggregated to form the overall core component grade (A\* to E and U). If students do not attempt one of the sub-components, an overall component grade will be withheld pending the attempt of both. If students fail to reach the minimum standard across sub-components after attempting both, they will receive a U grade for the component.

The student is required to successfully achieve a distinction/merit/pass grade in one of the occupational specialism components. If the student fails to reach the specified level of attainment, they will receive a U grade.

#### **Retakes**

#### Core component retakes

There is the opportunity for students to retake the core assessments in order to improve their marks. This includes:

- 2 written examinations
- ESP

The core component's written examination is made up of 2 papers. If the student wants to retake the written examination assessment, they must retake both papers, in the same series.

Students can retake the core components in different series. There is no limit to the number of retakes a student can complete. However, any retake must be completed within 2 years after the completion of the student's T Level programme.

When determining each student's overall achievement for the core component, the highest achievement in each core assessment (written examination and ESP) is used.

#### Occupational specialism component retakes

Although retakes are permitted for the occupational specialism, it is unlikely that students will be able to fit a retake opportunity into the delivery timetable.

If a retake opportunity is scheduled, the student must retake all synoptic assignments for the chosen occupational specialism. There will be one opportunity per year to sit the occupational specialism, meaning a retake of the occupational specialism would be sat in the next academic year of study.

There is no limit to the number of retakes a student can complete. However, any retake must be completed within 2 years after the completion of the student's T Level programme.

## **Technical qualification components**

Component	Level	Content
Core component (section A: the health and science sector)	3	<ul> <li>A1: Working within the health and science sector</li> <li>A2: The healthcare sector</li> <li>A3: Health, safety and environmental regulations in the health and science sector</li> <li>A4: Health and safety regulations applicable in the healthcare sector</li> <li>A5: Managing information and data within the health and science sector</li> <li>A6: Managing personal information</li> <li>A7: Good scientific and clinical practice</li> <li>A8: Providing person-centred care</li> <li>A9: Health and wellbeing</li> <li>A10: Infection prevention and control in health specific settings</li> <li>A11: Safeguarding</li> </ul>

Component	Level	Content
Core component (section B: science concepts)	3	B1: Core science concepts  B2: Further science concepts in health

Component	Level	Content
Employer set project – core skills	3	CS1: Demonstrate person-centred care skills CS2: Communication

Component	Level	Content
		CS3: Team working
		CS4: Reflective evaluation
		CS5: Researching
		CS6: Presenting

Students are required to complete one occupational specialism option - the Supporting Healthcare occupational specialism includes additional core content, plus one option from A to E.

Component	Level	Content
Dental Nursing	3	PO1: Carry out a range of dental procedures to support dental professionals at 'chairside'
		PO2: Provide factual information and up-to-date advice to help patients to maintain and improve their oral health
		PO3: Accurately record patients' dental information to contribute to their treatment and dental care on dental charts, using technology where appropriate
		PO4: Prepare, mix and handle filling and impression material in an appropriate and timely way

Component	Level	Content
Supporting healthcare: core/underpinning requirements	3	PO1: Assist with an individual's overall care and needs to ensure comfort and wellbeing  PO2: Assist registered health professionals with clinical or therapeutic tasks and interventions  PO3: Undertake a range of physiological measurements
Option A: Supporting the Adult Nursing Team	3	PO1: Assist the adult nursing team with clinical tasks PO2: Support individuals to meet activities of daily living PO3: Assist with skin integrity assessments and with the care and treatment of skin conditions

Component	Level	Content
Option B: Supporting the Midwifery Team	3	PO1: Assist the midwifery team with clinical tasks  PO2: Assist the midwife to provide care for mothers and support to parents at all stages, from antenatal, perinatal and postnatal  PO3: Assist with the care of newborn babies by undertaking observations and measurements
Option C: Supporting the Mental Health Team	3	PO1: Provide care and support to individuals with mental health conditions  PO2: Assist the mental health team with mental health tasks and therapeutic interventions  PO3: Promote mental wellbeing
Option D: Supporting the Care of Children and Young People	3	PO1: Assist with clinical tasks and treatment for children and young people (CYP)  PO2: Provide care and support to CYP before, during and after clinical or therapeutic procedures  PO3: Support parents, families and carers to meet the needs of the CYP
Option E: Supporting the Therapy Teams	3	<ul> <li>PO1: Carry out a range of therapeutic techniques to support allied health professionals</li> <li>PO2: Assist with the therapy support process and provide advice to help individuals develop and improve their health and/or develop or maintain skills for daily living</li> <li>PO3: Prepare and maintain the therapeutic environment, equipment and resource for use</li> </ul>

#### **Employer involvement**

The outline content for this qualification was devised by T Level panels. The panels consisted of employers and industry stakeholders.

We have worked in partnership with employers and other stakeholders to elaborate the content further, create the assessments and set the standards to ensure students achieve the level of competence needed to enter skilled employment.

## Progression to higher level studies

This qualification aims to provide students with a number of progression options, including higher level studies at university or FE colleges. The skills required to progress to higher academic studies are different from those required at levels 1 and 2. Level 3 qualifications enable the development of these skills. Although there is no single definition of higher-level learning skills, they include:

- · checking and testing information
- · supporting points with evidence
- · self-directed study
- self-motivation
- · thinking for yourself
- · analysing and synthesising information/materials
- · critical thinking and problem solving
- working collaboratively
- · reflecting upon learning and identifying improvements
- · presenting information in written and verbal formats

Level 3 criteria can require students to analyse, draw conclusions, interpret or justify, which are all examples of higher-level skills and support progression and further learning. If you need any further information, please refer to the progression to higher education section of the NCFE website.

#### How the qualification is assessed

#### **Dental Nursing**

Assessment is the process of measuring a student's skill, knowledge and understanding against the standards set in a qualification.

The core component is 100% externally assessed. External assessments are set and marked by NCFE. The external examinations and employer set project (ESP) will assess students' core knowledge, core understanding and core skills relevant to the occupations within the Health TQ.

The occupational specialism components are also externally assessed through synoptic assignments, except for the objective structured clinical examination, e-portfolio and e-journal, which are all internally marked by providers and externally moderated by NCFE. These synoptic assignments will assess the knowledge, understanding, skills and behaviours required to achieve threshold competence in the student's chosen occupational specialism.

Providers must not give any feedback to the student about their performance in any of the externally assessed components or observation elements.

The assessment consists of:

- · core component:
  - o 2 written examinations
  - o ESP
- bridging module:
  - the bridging module will provide opportunity for tutors to deliver the gateway content (please see page 133
    for further details) and for students the opportunity to demonstrate they have the required knowledge and
    skills to enter the industry placement
  - students complete the bridging module at the end of year 1 after the core examinations and the ESP have
  - the bridging module will be assessed via an e-portfolio that is internally assessed and externally moderated
  - o an e-portfolio (see above) (with the primary function of allowing entry to the industry placement)
- the assessment of the occupational specialism component for Dental Nursing consists of:
  - o an e-journal (which allows demonstration of GDC standards)
  - o a structured observation assessment (SOA)
  - a case study assessment (CSA)
  - o an objective structured clinical examination (OSCE)
  - a professional discussion assessment (PDA)

For further information on the administration of the assessments, please refer to the tutor guidance document.

#### **Supporting Healthcare**

Assessment is the process of measuring a student's skill, knowledge and understanding against the standards set in a qualification.

The core component is 100% externally assessed. External assessments are set and marked by NCFE. The external examinations and ESP will assess students' core knowledge, core understanding and core skills relevant to the occupations within the Health TQ.

The occupational specialism components are also externally assessed through synoptic assignments, except for the observation element, which is internally marked by providers and externally moderated by NCFE. These synoptic assignments will assess the knowledge, understanding, skills and behaviours required to achieve threshold competence in the student's chosen occupational specialism.

Providers must not give any feedback to the student about their performance in any of the externally assessed components or observation elements.

The assessment consists of:

- core component:
  - o 2 written examinations
  - o ESP
- occupational specialism component for Supporting Healthcare:
  - o a case study assessment
  - 2 practical activities assessments: one for the core Supporting Healthcare, and one for the occupational specialism
  - o a professional discussion

#### **Quality of written communication**

Quality of written communication is assessed within targeted marks for the core examinations and is embedded throughout the assessment objectives within the ESP. No specific marks are available within the occupational specialism; however, a good command of communication and written work is anticipated for success at this level.

#### Application of mathematics, significant figures and decimal places

Throughout the core examinations for all pathways, students will be assessed on their understanding and application of mathematics. Some questions may require answers to be given to a number of significant figures or a given number of decimal places.

A paper may contain marks that are dependent on students giving final answers to a specified number of significant figures or decimal places. A significant figure mark may not be awarded for an answer given in surd form. In questions where the command word is 'calculate' and the final answer is required in either format, the question should be calculated to at least one additional significant figure or decimal place before giving the final answer as requested in the question.

In all cases where an answer is required to a number of significant figures or decimal places, this will be specified in the question.

#### Rationale for synoptic assessment

Synoptic assessment tests students' understanding of the connections between the topics covered across the performance outcomes within the chosen occupational specialism.

Synoptic assessment enables students to integrate and apply knowledge, understanding and skills with breadth and depth. It also requires them to demonstrate their capability to apply knowledge, understanding and skills across the chosen occupational specialism.

# Scheme of assessment for each component

Each component in the core is worth the following weighting:

	% weighting of the core component
Paper A	34
Paper B	36
Sub-total	70
ESP	30
Total	100%

#### **External examinations (core)**

#### **Overview of assessment**

#### Paper A

Written examination

Duration: 2 hours 30 minutes

104 marks (plus 12 marks for quality of written communication (QWC)) = 116 marks total

This paper is composed of 4 sections which may consist of multiple-choice questions, short-answer and extended writing:

Section A: 33 marks

· Section B: 25 marks

Section C: 25 marks

Section D: 33 marks

#### Paper B

Written examination

Duration: 2 hours 30 minutes

100 marks inclusive of 6–10 marks for maths (plus 18 marks for quality of written communication (QWC)) = 118 marks total

This paper is composed of 3 sections which may consist of multiple-choice questions, short-answer and extended writing:

- Section A: 41 marks
- Section B: 41 marks
- · Section C: 36 marks

### Content subject to assessment

### Paper A – core elements A1–A11:

### Section A - Working in the healthcare sector

- A1 Working in the health and science sector
- A2 The healthcare sector
- A7 Good scientific and clinical practice

### Section B - Managing personal information and data in the healthcare sector

- A5 Managing information and data within the health and science sector
- A6 Managing personal information

### Section C - Health and safety in the healthcare sector

- A3 Health, safety and environmental regulations in the health and science sector
- A4 Health and safety regulations applicable in the healthcare sector
- A10 Infection prevention and control in health specific settings

### Section D - Person-centred care in the healthcare sector

- A8 Providing person-centred care
- A9 Health and wellbeing
- A11 Safeguarding health and wellbeing

### Paper B - core elements B1 and B2

### Section A - Body Systems 1

- · Cardiovascular system
- Respiratory system
- · Nervous system
- Musculoskeletal system

### Section B - Body Systems 2

· Digestive system

- Renal system
- Integumentary system
- Reproductive system
- Endocrine system

### Section C - Body Systems 3

Synoptic section that can assess any of the B1 and B2 content in combination

B1 – Core Science Concepts and cancer can be assessed in any section, but should be used in combination with any of the content within that section where possible and relevant, in order to assess depth of understanding.

### Assessment objectives and weightings

The external (core) examinations will assess how students have achieved the following assessment objectives (AOs).

	Assessment objectives
AO1	Demonstrate knowledge and understanding of contexts, concepts, theories and principles in healthcare.
AO2	Apply knowledge and understanding of contexts, concepts, theories and principles in healthcare to different situations and contexts.
AO3	Analyse and evaluate information and issues related to contexts, concepts, theories and principles in healthcare to make informed judgements, draw conclusions and address individual needs.

### **Total marks**

AO	Paper A	Paper B	Total
AO1	26–31 marks	25–30 marks	51–61 marks
AOT	(12.5–15%)	(12.5–15%)	25–30%
AO2	42–47 marks (20–22.5%)	40–45 marks (20–22.5%)	82–92 marks 40–45%
AO3	31–36 marks (15–17.5%)	30–35 marks (15–17.5%)	61–71 marks 30–35%
Total	104 marks (51%)	100 marks (49%)	204 marks (100%)
QWC	12 marks	18 marks	30 marks
Total marks	116 marks	118 marks	234 marks

The mark and percentage weighting ranges in the table above show how the core examination will target the AOs in this qualification. Each version of the core examination will adhere to these mark and percentage weighting ranges. The marks and percentage weightings are given as ranges to account for slight variation over time, in the writing of new versions of the core examination.

### **Assessment availability**

There will be 2 assessment opportunities per year in summer (May/June) and autumn (November/December). Please refer to the assessment timetable on the NCFE website for further information.

### **Assessment conditions**

The core external examinations must be invigilated.

All students' scripts must be submitted to NCFE for marking. All assessment material must be securely stored by the approved provider. Onscreen assessments will be submitted through the online assessment platform.

Please refer to the regulations for conduct of external assessments for further information on the assessment conditions. Please refer to the NCFE website for an up-to-date copy of the regulations.

### **Employer set project (core component)**

#### Overview of assessment

Externally-set (in conjunction with employers) project

The purpose of the employer set project is to ensure that students have the opportunity to apply core knowledge and skills to develop a substantial piece of work in response to an employer set brief. The brief and tasks are contextualised around an occupational area and chosen by the student ahead of the assessment window.

### **Duration**

14 hours 30 minutes with 2 hours preparation time (16 hours 30 minutes total)

#### **Tasks**

- Task 1 2 hours
- Task 2a 2 hours
- Task 2b 2 hours 30 minutes
- Task 3a 3 hours 30 minutes
- Task 3b 2 hours 30 minutes
- Task 4 2 hours

### Subject content to be assessed

Core skills relevant to the brief will be covered in the employer set project; this will change for each assessment window.

# Dental Nursing employer set project - signposting to General Dental Council (GDC) learning outcomes

The Dental Nursing ESP does not contribute to the Dental Nursing occupational specialism, however, the GDC learning objectives (LOs) are partially evidenced and signposted within the tutor guidance and project brief to allow students to recognise their importance from the earliest opportunity.

### Core skills

In completing the employer set project, the student will demonstrate 6 core skills, supported by underpinning knowledge and understanding set out in the core component.

Core skill 1	Demonstrate person-centred care skills: when planning, developing and providing care to ensure the needs of individuals are met
Core skill 2	Communicating: be able to communicate effectively with patients, carers, service users and other health and social care professionals using a range of techniques to overcome communication barriers

Core skill 3	Team working: be able to work collaboratively with a range of healthcare professionals within and outside a specific team, as well as with other individuals such as carers
Core skill 4	Reflective evaluation: be able to reflect on own practice and make improvements to own practice
Core skill 5	Researching: be able to contribute to research and innovation within a specific area of practice, working from independently sourced material, and analysing results of research to draw conclusions
Core skill 6	Presenting: be able to present the outcomes of the project in a range of formats, to a variety of stakeholders

# **Assessment objectives**

Assessn	nent objectives	Weighting
AO1	Plan their approach to meeting the project brief	12%
AO2	Apply core knowledge as appropriate, and the core skills:  • person-centred care  • communication  • team working  • reflective evaluation  • researching  • presenting	56%
AO3	Select relevant techniques and resources to meet the brief	12%
AO4	Use English, mathematics and digital skills as appropriate	8%
AO5	Realise a project outcome and review how well the outcome meets the brief	12%

Task	AO1	AO2	AO3	AO4	AO5	Marks per task
Task 1	3	12	3	2		20
Task 2a	3	12	3	2		20

Task	AO1	AO2	AO3	AO4	AO5	Marks per task
Task 2b	3	12	3	2		20
Task 3a						Uncredited
Task 3b	3	8	3	2	4	20
Task 4		12			8	20
Total marks	12	56	12	8	12	100
Total % of marks per AO	12	56	12	8	12	100%

### **Total marks**

100

### Assessment availability

There will be 2 assessment opportunities per year in summer (May/June) and autumn (November/December). Please refer to the assessment timetable on the NCFE website for further information.

### **Assessment conditions**

All tasks must be completed under supervised conditions. This means students can access resources in order to complete their assessment.

The approved provider must securely retain all students' evidence and submit that evidence to NCFE for marking.

Please refer to the regulations for conduct of external assessments for further information on the assessment conditions. Please refer to the NCFE website for an up-to-date copy of the regulations.

#### **UMS**

The core component is modular, which means that a student can take and resit the assessments in different assessment windows. Assessments may vary slightly in levels of difficulty and, therefore, the mark that represented a C grade in the external examination in one assessment window may not be appropriate in the following assessment window.

To address this, we convert raw marks to uniform marks. The uniform mark scale (UMS) also allows us to account for the relative weighting of the assessment to the qualification as a whole. The maximum UMS points available for each assessment, and the UMS points relating to each grade boundary, are fixed. These are shown in the following table:

Grade boundary	External examination	ESP	Overall
Max	280	120	400
A*	252	108	360
А	224	96	320
В	196	84	280
С	168	72	240
D	140	60	200
Е	112	48	160
U	0	0	0

The external examination comprises 2 papers, the results of which are combined before conversion to UMS. Combined grade boundaries for each series will be set by adding together the equivalent boundaries for each paper.

The raw mark grade boundaries are set after each assessment window. NCFE sets these boundaries judgementally, following both qualitative and quantitative analysis, and then converts them to UMS.

Although the raw mark grade boundaries in assessment window 1 and assessment window 2 are different, they have the same value in terms of UMS marks (for example 168 for a C and 196 for a B) when contributing to the qualification as a whole. NCFE will publish the raw mark grade boundaries following the completion of each assessment window.

# Occupational specialism assignments

### Overview of assessment

Synoptic assignments comprise task-based assignments

### **Duration**

### **Dental Nursing**

42 hours (inclusive of bridging module)

Consisting of:

- bridging module gateway to industry work placement (e-portfolio assessment (EPA)) 12 hours
- assignment 1 (e-journal assessment (EJA)) 18 hours
- assignment 2 (structured observation assessment (SOA)) 2 hours 30 minutes

- assignment 3 (case study assessment (CSA)) 4 hours 30 minutes
- assignment 4 (objective structured clinical examination (OSCE)) 2 hours 45 minutes
- assignment 5 (professional discussion assessment (PDA)) 1 hour 30 minutes (plus 45 minutes preparation time)

### **Supporting Healthcare**

7 hours 45 minutes – 9 hours 15 minutes (plus 45 minutes preparation time)

### Consisting of:

- assignment 1 (case study assessment CSA) 4 hours 30 minutes
- assignment 2 (practical activity assessment (PAA) core) 1 hour to 1 hour 30 minutes
- assignment 2 (practical activity assessment (PAA) option) 1 hour 15 minutes to 2 hours 15 minutes
- assignment 3 (professional discussion assessment (PDA)) 1 hour (plus 45 minutes preparation time)

### Content subject to assessment

### **Dental Nursing**

All performance outcomes within a chosen occupational specialism are subject to assessment.

EPA = e-portfolio assessment

EJA = e-journal assessment

SOA = structured observation assessment

CSA = case study assessment

OSCE = objective structured clinical examination

PDA = professional discussion assessment

РО		weighting	weighting	weighting	weighting	weighting	weighting	% weighting PDA
1	Carry out a range of dental procedures to support dental professionals at 'chairside'	41.46– 49.06%	0%	100%	40.9–59.1	37.5–57.5	37.04– 44.44%	33.3%
2	Provide factual information and up-to-date advice to help patients to	31.08– 37.85%	0%	100%	3.4–21.6	30–45	19.75– 27.16%	33.3%

	maintain and improve their oral health							
3	Accurately record patients' dental information to contribute to their treatment and dental care on dental charts, using technology where appropriate	22.84–36%	0%	100%	15.9–34.1	10–30	11.11– 18.52%	0–33.3%
4	Prepare, mix and handle filling and impression material in an appropriate and timely way	20.32– 30.14%	0%	100%	3.4–21.6	0	18.52– 25.93%	0–33.3%

<sup>\*</sup> The EPA does target approximately 30% of the PO content, however, it is not included in the table above as it does not contribute to the overall achievement of the occupational specialism. The main purpose of the EPA is for the student to gain entry to the workplace.

### **Supporting Healthcare**

All performance outcomes within a chosen occupational specialism are subject to assessment.

CSA = case study assessment

PAA = practical activity assessment

PDA = professional discussion assessment

### Supporting Healthcare (option A - Supporting the Adult Nursing Team)

РО		% weighting overall	% weighting CSA	% weighting PAA	% weighting PDA
C-PO1	Assist with an individual's overall care and needs to ensure comfort and wellbeing	14–26	12.5–17.5	40–65	10–30
C-PO2	Assist registered health professionals with clinical or therapeutic tasks and interventions	10–22	12.5–17.5	20–45	10–30

<sup>\*\*</sup> The EJA specifically targets 100% of the General Dental Council (GDC) learning outcomes. The GDC learning outcomes are mapped to the performance outcome (PO) content, so this assessment will naturally target the PO content via the GDC coverage and, therefore, has been recorded as assessing 100% of PO coverage. However, this assessment does not explicitly assess and award for POs 1 to 4.

C-PO3	Undertake a range of physiological measurements	10–18.5	12.5–17.5	20–25	10–30
O-PO1	Assist the adult nursing team with clinical tasks	18–29	20–25	40–55	10–30
O-PO2	Support individuals to meet activities of daily living	14–25	17.5–22.5	25–40	10–30
O-PO3	Assist with skin integrity assessments and with the care and treatment of skin conditions	9–18	7.5–12.5	17.5–22.5	10–30

# **Supporting Healthcare (option B – Supporting the Midwifery Team)**

РО		% weighting overall	% weighting CSA	% weighting PAA	% weighting PDA
C-PO1	Assist with an individual's overall care and needs to ensure comfort and wellbeing	16.5–29	22.5– 27.5	40–65	10–30
C-PO2	Assist registered health professionals with clinical or therapeutic tasks and interventions	9.5–22	10–15	20–45	10–30
C-PO3	Undertake a range of physiological measurements	8–16.5	5–10	20–25	10–30
O-PO1	Assist the midwifery team with clinical tasks	20.5–30.5	32.5– 37.5	37.5–47.5	10–30
O-PO2	Assist the midwife to provide care for mothers and support to parents at all stages, from antenatal, perinatal and postnatal	14.5–24.5	15–20	32.5–42.5	10–30
O-PO3	Assist with the care of newborn babies by undertaking observations and measurements	10.5–20.5	7.5–12.5	22.5–32.5	10–30

# **Supporting Healthcare (option C – Supporting the Mental Health Team)**

	%	%	%	%
РО	weighting overall	weighting CSA	weighting PAA	weighting PDA

C-PO1	Assist with an individual's overall care and needs to ensure comfort and wellbeing	15.5–27.5	17.5– 22.5	40–65	10–30
C-PO2	Assist registered health professionals with clinical or therapeutic tasks and interventions	8.5–20.5	5–10	20–45	10–30
C-PO3	Undertake a range of physiological measurements	9–17.5	7.5–12.5	20–25	10–30
O-PO1	Provide care and support to individuals with mental health conditions	15.5–26.5	25–30	25–40	10–30
O-PO2	Assist the mental health team with mental health tasks and therapeutic interventions	13–24	15–20	25–40	10–30
O-PO3	Promote mental wellbeing	13.5–24.5	17.5– 22.5	25–40	10–30

# Supporting Healthcare (option D – Supporting the Care of Children and Young People)

РО		% weighting overall	% weighting CSA	% weighting PAA	% weighting PDA
C-PO1	Assist with an individual's overall care and needs to ensure comfort and wellbeing	17.5–30	12.5– 17.5	40–65	10–30
C-PO2	Assist registered health professionals with clinical or therapeutic tasks and interventions	12.5– 25.5	12.5– 17.5	20–45	10–30
C-PO3	Undertake a range of physiological measurements	11–20	7.5– 12.5	20–25	10–30
O-PO1	Assist with clinical tasks and treatment for children and young people	14.5–26	12.5– 17.5	30–45	10–30
O-PO2	Provide care and support to children and young people before, during and after clinical or therapeutic procedures	18.5–31	22.5– 27.5	30–45	10–30
O-PO3	Support parents, families and carers to meet the needs of the children and young people	10.5–21	17.5– 22.5	15–25	10–30

# **Supporting Healthcare (option E – Supporting the Therapy Teams)**

РО		% weighting overall	% weighting CSA	% weighting PAA	% weighting PDA
C-PO1	Assist with an individual's overall care and needs to ensure comfort and wellbeing	14–26	12.5– 17.5	40–65	10–30
C-PO2	Assist registered health professionals with clinical or therapeutic tasks and interventions	10–22.5	12.5– 17.5	20–45	10–30
C-PO3	Undertake a range of physiological measurements	7.5–16	2.5–7.5	20–25	10–30
O-PO1	Carry out a range of therapeutic techniques to support allied health professionals	18.5–28.5	27.5– 32.5	35–45	10–30
O-PO2	Assist with the therapy support process and provide advice to help individuals develop and improve their health and/or develop or maintain skills for daily living	18–28	25–30	35–45	10–30
O-PO3	Prepare and maintain the therapeutic environment, equipment and resources for use	8.5–18.5	7.5–12.5	15–25	10–30

# **Assessment weightings**

### **Dental Nursing**

Assignment	% weighting of the occupational specialism	Max raw mark	Scaling factor*	Maximum scaled mark
Bridging module- gateway to industry placement (EPA)	*0	N/A	N/A	N/A
Assignment 1 (EJA)	20%	104	1	104
Assignment 2	20%	88	1.182	104

(SOA)				
Assignment 3 (CSA)	20%	80	1.3	104
Assignment 4 (OSCE)	20%	81	1.284	104
Assignment 5 (PDA)	20%	96	1.083	104
Total	100%	449		520

### \*e-portfolio

As the primary function of the e-portfolio is to evidence that the student has demonstrated the required knowledge and skills to allow them entry into the industry placement, the e-portfolio does not contribute to the overall occupational specialism grade.

### **Total marks**

449

\*Scaled marks for assignments are calculated by multiplying the raw assessment mark with the scaling factor. Scaled marks up to 3 decimal places are combined before being rounded to the nearest whole number. The same approach is used to determine overall combined grade boundaries from assignment grade boundaries.

### **Supporting Healthcare**

Assignment	% weighting of the occupational specialism	Max raw mark	Scaling factor*	Maximum scaled mark
Assignment 1 (case study)	30%	80	1.425	114
Assignment 2 (practical activities - core)	20%	60	1.267	76
Assignment 2	20%	76	1.000	76

(practical activities – option)				
Assignment 3 (professional discussion)	30%	96	1.188	114
Total	100%	312 marks		380

### **Total marks**

312

### Assessment availability

There will be one assessment opportunity per year from summer 2023. Please refer to the assessment timetable on the NCFE website for further information.

### **Assessment conditions**

All tasks must be completed under specified conditions. See the tutor guidance in the tutor guidance pack for more detail.

The approved provider must securely retain all students' evidence and submit that evidence to NCFE for marking.

Please refer to the regulations for conduct of external assessments for further information on the assessment conditions. Please refer to the NCFE website for an up-to-date copy of the regulations.

### Core written examinations

The core written examinations will be available as onscreen and as paper-based examinations. A different version of each examination will be available per mode.

The ESP and the occupational specialism assessments will be released and accessed by providers electronically. The submission of any assessment evidence from providers will also be digital and provided to NCFE electronically, unless otherwise specified.

For instructions on conducting external assessments (including information on malpractice/maladministration), please refer to our regulations for the conduct of external assessments and qualification specific instructions for delivery documents, which are available on the Policies & Documents page on the NCFE website.

<sup>\*</sup> Scaled marks for assignments are calculated by multiplying the raw assessment mark with the scaling factor. Scaled marks up to 3 decimal places are combined before being rounded to the nearest whole number. The same approach is used to determine overall combined grade boundaries from assignment grade boundaries.

# Sample assessment materials

Sample assessment materials can be found on the qualification page on the NCFE website.

### Results

Results for each component will be released in accordance with the assessment windows. Please refer to the assessment timetable on the NCFE website for further information.

# **Enquiries about results**

If a provider believes a student's result is at variance with their reasonable expectations, they can submit an enquiry about a result in line with our enquiries and appeals about results and Assessment Decisions Policy, which is available on the Policies & Documents page on the NCFE website.

# **Grading**

# **Core component**

The core component is graded  $A^*$  to E and U.

# Core component grade descriptors

Grade	Demonstration of attainment
	A grade A student can:
	Comply with relevant legislation and regulation understanding the impact in upholding standards consistently and reliably with attention to detail to ensure compliance with service user expectations and monitoring agency standards.
	Uphold the values of the NHS by providing holistic, person-centred communication and support, including flexible and adept use of assisted technologies to overcome barriers for individuals with both physical and mental incapacities, with the aim of tactfully and sensitively maximising independence and acting appropriately to ensure positive outcomes.
	Describe care aims consistent with the 6 C's in relation to person-centred care, including care at the end of life, and supporting families sensitively and calmly through the experience of loss and grief.
А	Apply the principles of safeguarding with insight into the types and indicators of abuse and is willing to take appropriate action decisively using sensitive judgements where abuse is suspected, appreciating the individual and organisational requirement to be safe and effective.
	Form agreeable and constructive relationships with unconditional positive regard and reliable adherence to professional boundaries.
	Adapt approaches and methods of support proportionately in response to stage of lifespan development and individual needs and differentiates analytically considering impact of physical, cognitive and emotional health in order to maximise wellbeing.
	Show detailed and comprehensive knowledge and understanding of scientific ideas, processes, techniques and procedures that relate to health with an ability to organise and communicate this knowledge using appropriate scientific terminology.
	Apply scientific knowledge, principles and concepts in familiar and new health contexts that may involve multiple steps when handling qualitative data.
E	A grade E student can:

# **Grade Demonstration of attainment** Identify some legislation and regulations in relation to standards with insufficient consistency to ensure compliance with service user expectations and monitoring agency standards. Identify some of the values of the NHS and provision of some support but not always holistic or with person-centred communication, without commitment to use of assisted technologies to overcome barriers for individuals with both physical and mental incapacities, reducing the possibilities of maximising independence and ensuring positive outcomes. Provide some care but not always with the consistency of the 6 C's or clear relationship to personcentred care, including care at the end of life, and with some recognition that supporting families requires sensitivity through the experience of loss and grief. Apply the principles of safeguarding with some limited awareness of the types and indicators of abuse and without confidence or awareness of how to take appropriate action or is not wholly sensitive when abuse is suspected, not appreciating the individual and organisational requirement of how to be both safe and effective. Form some relationships but with unreliable adherence to professional boundaries. Adapt approaches and methods of support but not always proportionately in response to stage of lifespan development or individual needs and does not differentiate according to the impact of physical, cognitive and emotional health to maximise wellbeing. Show some knowledge and understanding of the scientific ideas, processes, techniques and procedures that relate to health, with inconsistent use of scientific terminology. Apply scientific knowledge, principles and concepts in familiar health contexts that may involve one or two steps when handling qualitative data.

# Occupational specialism components

The occupational specialism components are graded distinction, merit, pass and ungraded.

# Occupational specialism grade descriptors\*

### **Dental Nursing**

Grade	Demonstration of attainment
	A pass grade student can:
	Carry out a range of dental procedures to support dental professionals at 'chairside' by demonstrating adequate knowledge and skill of:
	current legislation regulations to maintain a safe working environment.
	<ul> <li>infection control in relation to Health Technical Memorandum (HTM) 01–07 and hand hygiene</li> </ul>
	• instruments and equipment used in a dental surgery including correct storage in relation to HTM 01–05
	anatomy and physiology
	dental treatments
	duty of care to patients in relation to GDC Scope of Practice
	Provide factual information and up-to-date advice to help patients to maintain and improve their oral health by demonstrating adequate knowledge and skill of:
Pass	oral disease causes and preventions – provide patients with basic diet advice as well as demonstrating the correct techniques for toothbrushing and interdental aids
	the role of dental professionals and the healthcare team in respect of patient management     – for example, checking the patient understands the treatment plan and ensure further appointments are appropriately booked if required
	Accurately record patients' dental information to contribute to their treatment and dental care on dental charts, using technology where appropriate, by demonstrating adequate knowledge and skill of:
	the principles of dental charting and soft tissue assessment including:
	o Federation Dentaire Internationale (FDI)
	o Palmer notation
	o basic periodontal examination (BPE)
	o periodontal charting
	the use of information technology and electronic systems within a dental setting
	Prepare, mix and handle filling and impression material in an appropriate and timely way by demonstrating adequate knowledge and skill of:

- filling and impression materials
- · ensuring there is ventilation
- · adjusting room temperature accordingly
- · mixing equal amounts of materials if required

Students should demonstrate content covered in all bullet points where applicable to be awarded pass.

A distinction grade student can:

Carry out a range of dental procedures to support dental professionals at 'chairside' by demonstrating exceptional knowledge and skills of:

- current legislation regulations to maintain a safe working environment and the purpose of regular training and enhanced continuing professional development (ECPD)
- infection control in relation to HTM 01–07 and hand hygiene including social, clinical and aseptic
- instruments and equipment used in a dental surgery including correct storage in relation to HTM 01–05 and the purpose of audits
- · anatomy and physiology
- · dental treatments and their respective referral process if necessary
- duty of care to patients in relation to GDC Scope of Practice, UK GDPR, Equality Act 2010 and safeguarding

Provide factual information and up-to-date advice to help patients to maintain and improve their oral health by demonstrating exceptional knowledge and skills of:

### **Distinction**

- oral disease causes and preventions provide patients with:
- · basic diet advice:
  - demonstration of the correct techniques for toothbrushing and interdental aids
  - potential health risks
  - local health initiatives that will help to maintain and improve oral health (for example, smoking cessation services)
- the role of dental professionals and the healthcare team in respect of patient management, including patients who have determinants of health inequalities in the UK and internationally that support oral health planning and improvement

Accurately record patients' dental information to contribute to their treatment and dental care on dental charts, using technology where appropriate, by demonstrating exceptional knowledge and skills of:

- principles of dental charting, and soft tissue assessment including:
  - o FDI
  - Palmer notation

- o BPE
- o periodontal charting
- use of information technology and electronic systems within a dental setting
- o effective and contemporaneous notetaking
- o good use of time management

Prepare, mix and handle filling and impression material in an appropriate and timely way by demonstrating exceptional knowledge and skills of:

- filling and impression materials
- ensuring there is ventilation
- · adjusting the room temperature accordingly
- adjusting the lighting accordingly
- · mixing equal amounts of materials if required
- communicating with the dentist as well as observing their actions to determine when to prepare materials

Students should demonstrate content covered in all bullet points where applicable to be awarded a distinction.

### **Supporting Healthcare**

Grade	Demonstration of attainment
	A pass grade student can:
	Communicate the relationship between person-centred care and health and safety requirements in healthcare delivery by:
	demonstrating working in a person-centred way, taking relevant and sufficient precautions to protect the safety and physical and mental wellbeing of individuals
Pass	recognising and responding to relevant healthcare principles when implementing duty of care and candour, including demonstrating sufficient knowledge of safeguarding individuals and maintaining confidentiality
	following standards, codes of conduct and health and safety requirements/legislation to maintain a sufficiently safe working environment
	demonstrating use of an adequate range of techniques, equipment and resources safely to promote sufficient levels of cleanliness and decontamination required for satisfactory infection prevention and control
	Communicate knowledge of national and local structures, definitions of clinical interventions, the scope and limitations of their healthcare role within it, by:

# Grade **Demonstration of attainment** adequately following current best practice and codes of conduct across relevant boundaries, relevant to assisting with scenario specific, clinical and therapeutic interventions working adequately as part of a team to assist registered health professionals with delegated tasks and interventions, supporting individuals to meet their care and needs to a satisfactory standard, including maintaining individual's privacy and dignity and communicating effectively, contributing to handovers, seeking help, advice and information, and responding sufficiently to service users views to maintain effective provision of services gathering sufficient evidence, contributing to, following and recording information in care plans/records relevant to tasks and interventions, structuring these sufficiently to allow understanding in line with local and national legislation and policies, preserving individuals' rights maintaining a record of professional development with evidence of using feedback to develop knowledge, skills, values and behaviours consistent with sufficient ability to reflect on practice and thereby improve performance adequately Communicate sufficiently reliable levels of knowledge of the physiological states that are commonly measured by healthcare support workers including why, when and what equipment/techniques are used by: working as part of a team to use relevant equipment effectively and safely and following correct monitoring processes calculating scores, reporting and differentiation of normal and abnormal results to the relevant registered professional applying knowledge of policy and good practice techniques when undertaking all physiological measurements, checking when uncertain and consistent with instructions and guidance A distinction grade student can: Communicate adeptly the relationship between person-centred care and health and safety requirements in healthcare delivery by: demonstrating flexible and constructive person-centred care, taking appropriate precautions reliably, making sound decisions to protect the safety and physical and mental wellbeing of individuals Distinction alertness and responsiveness to relevant healthcare principles when implementing duty of care and candour, including the demonstration of exceptional sensitivity and accurate knowledge of safeguarding individuals and maintaining confidentiality commitment to following all required standards, codes of conduct and health and safety requirements/legislation decisively to maintain a safe, healthy working environment demonstrating proficient use of an extensive range of techniques to promote optimum levels of cleanliness and decontamination required for effective infection prevention and control

# Grade **Demonstration of attainment** Communicate knowledge of national and local structures, definitions of clinical interventions, the scope and limitations of their healthcare role within it, by: following current best practice and agreed ways of working highly relevant to assisting with scenario specific, care-related tasks consistently and reliably, whilst fully supporting individuals to meet their care and needs including maintaining the individual's privacy and dignity to a high standard working adequately as part of a team to assist registered health professionals with delegated tasks and interventions, supporting individuals to meet their care and needs to a satisfactory standard, including maintaining individual's privacy and dignity and communicating effectively, contributing to handovers, seeking help, advice and information, and responding sufficiently to service users views to maintain effective provision of services gathering extensive evidence consistently, interpreting, contributing to, following and recording information in care plans/records highly relevant to tasks and interventions, structured accurately and legibly and in line with local and national policies, while preserving and promoting individuals' rights maintaining a record of professional development to develop knowledge, skills, values and behaviours consistent with ability to reflect on practice enthusiastically, using the feedback to initiate new learning and personal practice development to improve performance with developing proficiency Communicate exceptional levels of knowledge of the physiological states that are commonly measured by healthcare support workers including why, when and what equipment/techniques are used by: working as part of a team to use relevant equipment accurately and safely and consistently following correct monitoring processes calculating scores, reporting and differentiation of normal and abnormal results adeptly, consistently and reliably to the relevant registered professional applying knowledge of policy and good practice techniques proficiently when undertaking all physiological measurements, checking when uncertain, solving problems, and following instructions and guidance with energy and enthusiasm

- signifies that a student is well placed to develop full occupational competence, with further support and development, once in employment
- is as close to full occupational competence as can be reasonably expected of a student studying the TQ in a classroom-based setting (for example in the classroom, workshops, simulated working and (where appropriate) supervised working environments)
- signifies that a student has achieved the level for a pass in relation to the relevant occupational specialism component

<sup>\* &#</sup>x27;threshold competence' refers to a level of competence that:

# **U** grades

If a student is not successful in reaching the minimum threshold for the core and/or occupational specialism component, they will be issued with a U grade.

### Awarding the final grade for each component of the TQ

Each core component's marks will be combined to form the overall grade for the core component.

The marks from the occupational specialism assignment will form the occupational specialism grade.

These grades will be submitted to the Institute for Apprenticeships and Technical Education who will issue an overall grade for the T Level TQ.

### Awarding the final grade for each component of the T Level programme

To be awarded an overall T Level grade, a student must successfully pass both components of their TQ, complete an industry placement, and meet any other requirements set by the Institute's T Level panel.

The overall grade for the T Level programme is based on a student's performance in the TQ and would reflect:

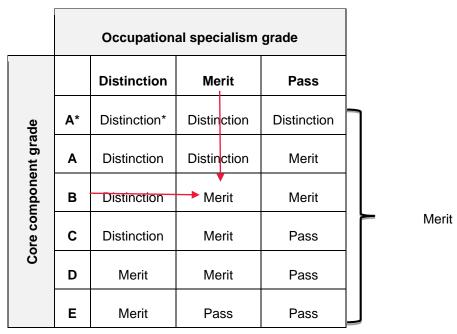
- the comparative size of the core component and the occupational specialism
- the grades achieved for the core component (A\* to E) and the occupational specialism (Pass/Merit/Distinction)
- this grading approach also makes it possible to recognise exceptional achievement, through the award of an
  overall distinction\* grade for students that achieve an A\* for the core component and a distinction in their
  occupational specialism

The following table shows how the core component and occupational specialism grades are aggregated to produce an overall result for this T Level programme:

Core component 47%/Occupational specialism 53%:

		Occupation					
		Distinction	Merit	Pass			
Core component grade	<b>A</b> *	Distinction*	Distinction	Distinction	7		
	Α	Distinction	Distinction	Merit			
	В	Distinction	Merit	Merit			Overall T
	С	Distinction	Merit	Pass	<b> </b>	-	Level grade
	<b>D</b> Merit		Merit	Pass			
	E	Merit	Pass	Pass			

This matrix shows the overall grade when both TQ components are combined. For example, if a student achieved a B grade in the core component assessment (indicated by the vertical column on the left) and a merit grade in the occupational specialism assessment (indicated by the horizontal top row), they would achieve a merit grade for the overall T Level programme:



# **Section 3: Frameworks**

# **General competency framework**

Technical qualifications (TQs) are required to contain sufficient and appropriate English, mathematical and digital content to help students reach threshold competence in their chosen occupational specialism. As such, a framework of competencies has been developed which awarding organisations are required to use and embed in all TQs (where appropriate):

General English competencies	General mathematical competencies	General digital competencies
GEC1. Convey technical information to different audiences GEC2. Present information and ideas GEC3. Create texts for different purposes and audiences GEC4. Summarise information/ideas GEC5. Synthesise information GEC6. Take part in/lead discussions	GMC1. Measuring with precision GMC2. Estimating, calculating and error spotting GMC3. Working with proportion GMC4. Using rules and formulae GMC5. Processing data GMC6. Understanding data and risk GMC7. Interpreting and representing with mathematical diagrams GMC8. Communicating using mathematics GMC9. Costing a project GMC10. Optimising work processes	GDC1. Use digital technology and media effectively  GDC2. Design, create and edit documents and digital media  GDC3. Communicate and collaborate  GDC4. Process and analyse numerical data  GDC5. Be safe and responsible online  GDC6. Controlling digital functions

The following table identifies the English, mathematical and digital competencies that we have embedded in the skills throughout this TQ. The tutor may also teach competencies that are not listed here, where they naturally occur, but these will not be subject to assessment.

# English, mathematics and digital competencies relevant to the health qualification

General competencies	Core skills	Supporting Healthcare - core	Supporting the Adult Nursing Team	Supporting the Midwifery Team	Supporting the Mental Health Team	Supporting the Care of Children and Young People	Supporting the Therapy Teams	Dental Nursing
English								
GEC1	CS1 CS2 CS6	\$1.25 \$1.30 \$1.34 \$2.18 \$2.21	\$1.18, \$1.1 9, \$1.20, \$2.1 8, \$2.19, \$2.2 0, \$3.7, \$3.8, \$3.9, \$3.10, \$3.11	\$1.50, \$1.5 1, \$2.6, \$2.7, \$2.8, \$2.9, \$2.10, \$2.12, \$2.13, \$2.15	\$1.29, \$1.3 3, \$1.37, \$1.38, \$1.40, \$3.12, \$3.17	S1.20, S2.48, S2.49, S2.51, S2.66, S3.17	S1.26, S1.37, S1.39, S2.15,	\$1.87, \$2.15, \$2.16, \$2.17
GEC2	CS2	\$1.26 \$1.28 \$1.30 \$1.35 \$1.38 \$2.18 \$2.22	S2.18, S2.1 9, S3.8, S3.11	\$1.45, \$1.4 6, \$1.47, \$1.50, \$1.51, \$2.6 , \$2.7, \$2.8, \$2.9, \$2.11, \$2.13, \$3.20, \$3.24	\$1.29, \$1.3 0, \$1.33, \$1.40, \$1.41, \$1.42, \$1.44, \$2.9, \$3.14, \$3.17	S2.49, S2.51, S2.52, 2.65	S1.28, S1.32, S2.16, S2.17, S2.18, S3.14	N/A
GEC3	CS2	S1.32 S1.34 S1.38 S2.18 S2.19 S2.20 S3.17	\$3.9, \$3.10	S3.22	S1.40, S1.41, S1.45, S2.6 , S2.9, S3.14	S2.48, S2.50, S2.51, S2.52, S2.66	S1.33, S3.15	\$2.15, \$2.16, \$3.7, \$3.9
GEC4	CS4	S1.34 S2.17 S3.16 S3.20	\$2.20, \$3.7	S1.45, S1.49, S1.5 1, S2.6	\$1.30, \$1.4 2, \$1.43, \$1.44, \$2.9, \$3.17,	S2.48, S2.50, S2.53, S2.65, S3.16	\$1.30, \$1.32, \$2.23, \$3.13, \$3.15	N/A

General competencies	Core skills	Supporting Healthcare - core	Supporting the Adult Nursing Team	Supporting the Midwifery Team	Supporting the Mental Health Team	Supporting the Care of Children and Young People	Supporting the Therapy Teams	Dental Nursing
GEC5	CS5	S1.36 S1.39 S2.17	S1.19	S1.45, S3.24	N/A	S1.19	S2.23	N/A
GEC6	CS1 CS2 CS3	\$1.35 \$1.36 \$1.39 \$2.17 \$3.20	S2.20, S3.1 1	\$1.45, \$1.47, \$1.50, \$1.51, \$2.7, \$2.8, \$2.10, \$2.11, \$2.12, \$2.14, \$2.15, \$3.24	\$1.31, \$1.3 7, \$1.38, \$1.40, \$1.4 3, \$2.7, \$3.15 , \$3.16	S2.50, S2.51, S2.52, S2.53, S2.66, S3.16, S3.18	\$1.29, \$2.21, \$2.23	\$2.15, \$2.16, \$2.17
Mathematics	l	l						
GMC1	CS5	\$3.16 \$3.19 \$3.20	\$1.18, \$1.22 \$2.10	S1.46, S1.48, S1.51, S1.52, S1.53, S2.12, S2.14, S3.21	S1.45	S1.18, S2.55	S3.12, S3.13	S3.9
GMC2	N/A	\$3.16 \$3.20	N/A	S1.48, S1.49, S2.14	S1.45, S2.6	S1.18	N/A	N/A
GMC3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	S4.10
GMC4	CS5	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GMC5	CS5	N/A	S1.17	S1.48, S2.12, S2.15	N/A	S1.17, S1.18, S2.55, S2.57	N/A	N/A
GMC6	CS5	N/A	S2.10	N/A	N/A	N/A	N/A	N/A

General competencies	Core skills	Supporting Healthcare - core	Supporting the Adult Nursing Team	Supporting the Midwifery Team	Supporting the Mental Health Team	Supporting the Care of Children and Young People	Supporting the Therapy Teams	Dental Nursing
GMC7	CS2 CS5	N/A	S3.7	N/A	N/A	N/A	N/A	N/A
GMC8	CS2 CS5	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GMC9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GMC10	CS3	S1.29	N/A	S1.46, S1.48, S1.53, S2.11	N/A	N/A	N/A	N/A
Digital								
GDC1	CS2	S1.33	S1.22	S1.55, S2.6, S3.21	N/A	S1.18	N/A	S1.78, S3.10
GDC2	CS2 CS6	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GDC3	CS2	N/A	S2.19	N/A	N/A	S3.17	N/A	N/A
GDC4	CS1	N/A	S1.18	S1.48	N/A	N/A	N/A	N/A
GDC5	CS5	\$1.28 \$2.20	N/A	S2.6	N/A	N/A	N/A	S1.86, S3.11
GDC6	CS2 CS3	N/A	N/A	N/A	N/A	N/A	N/A	N/A

### **Section 4: TQ content**

### Introduction

This section provides details of the structure and content of this qualification.

### **Qualification structure**

The T Level Technical Qualification in Health has 2 components:

- · core component comprising section A component, section B component and core skills
- occupational specialism components (core plus one from options A to E):
  - Dental Nursing
  - o occupational specialism core: Supporting Healthcare:
    - option A: Supporting the Adult Nursing Team
    - option B: Supporting the Midwifery Team
    - option C: Supporting the Mental Health Team
    - option D: Supporting the Care of Children and Young People
    - option E: Supporting the Therapy Teams

The core component content indicates the relevant knowledge and understanding of concepts, theories and principles relevant to all occupations within health and science: health. The knowledge and skills are all externally assessed through 2 written examinations and an ESP.

The occupational specialisms are divided into performance outcomes, each of which indicates the knowledge and skills required to enable students to achieve threshold competence in the chosen occupational specialism. These performance outcomes are all externally assessed through synoptic assignments, in which the student will be expected to demonstrate required knowledge and skills.

### **Delivery of content**

The content does not have to be taught in a linear fashion. However, providers must pay attention to when the assessments are due to take place to ensure that all of the mandatory content (all elements and performance outcomes) has been taught to students prior to sitting the assessments.

For the Dental Nursing occupational specialism, providers must pay attention to the requisite knowledge and skills that students must be taught and assessed on prior to providing patient care and entering the industry placement.

# What you need to teach

This section contains all of the mandatory teaching content that underpins the knowledge and skills. The content provided in some cases may not be exhaustive, and providers may wish to teach beyond what is included in the specification in order to support the student's knowledge and understanding.

English, mathematics and digital competencies have been integrated and contextualised within the skills, throughout the qualification content. These competencies are mandatory and subject to assessment. The tutor may also teach competencies that are not listed in this specification, but these will not be subject to assessment.

# Core component

### A1: Working within the health and science sector

### What you need to teach

The student must understand:

### A1.1 The purpose of organisational policies and procedures in the health and science sector:

- equality, diversity and inclusion policy:
  - o complies with legislation
  - o ensures fair and equitable treatment
  - o prevents prejudice and discrimination
  - o promotes social inclusion
  - o tackles the cycle of disadvantage
  - o promotes respecting, celebrating and valuing of individuals
- · safeguarding policies:
  - o provides guidelines on what the organisation needs to do to protect individuals' health, wellbeing and human rights
  - ensures the protection from harm of individuals, including those working within the organisation, service users and visitors
  - outline the roles of different agencies involved in safeguarding (for example local authority adult social care services and children and young people social care services, GPs, hospitals, education settings, Ofsted and the Care Quality Commission (CQC))
- · employment contracts:
  - setting out employment conditions, rights, responsibilities and duties
- performance reviews:
  - o evaluating work performance against standards and expectations
  - facilitating feedback to improve
  - providing opportunities to raise concerns or issues
  - contributing to continuing professional development (CPD)
- · disciplinary policy:
  - o setting and maintaining expected standards of work and conduct
  - o ensuring consistent and fair treatment
  - o establishing a sequence for disciplinary action

- grievance policy:
  - o providing opportunities for employees to confidentially raise and address grievances
  - o establishing a sequence for raising grievances

# A1.2 The importance of adhering to quality standards, quality management and audit processes within the health and science sector:

- · ensuring consistency
- · maintaining health and safety
- monitoring processes and procedures
- · facilitating continuous improvement
- facilitating objective, independent reviews (for example enquiries into failures in safeguarding)

### A1.3 The key principles of ethical practice in the health and science sectors:

- · autonomy and informed consent
- truthfulness and confidentiality (for example ensuring validity of outcomes)
- beneficence
- nonmaleficence
- justice (for example fairness, equality and respect for all)

### A1.4 The purpose of following professional codes of conduct:

- clarifies missions, values, principles and standards that everyone must adhere to by:
  - o outlining expected professional behaviours and attitudes
  - o outlining rules and responsibilities within particular organisations
  - promoting confidence in the organisation

# A1.5 The difference between technical, higher technical and professional occupations in health, healthcare science and science, as defined by the Institute for Apprenticeships and Technical Education occupational maps:

- technical: skilled occupations that a college leaver or an apprentice would be entering, typically requiring qualifications at levels 2/3
- higher technical: require more knowledge and skills acquired through experience in the workplace or further technical education, and typically require qualifications at levels 4/5
- professional: occupations where there is a clear career progression from higher technical occupations, as well as occupations where a degree apprenticeship exists

### A1.6 Opportunities to support progression within the health and science sector:

• undertaking further/higher education programmes

- undertaking apprenticeship/degree apprenticeship
- undertaking continuing professional development (CPD)
- joining professional bodies
- undertaking an internship
- undertaking a scholarship

### A2: The healthcare sector

### What you need to teach

The student must understand:

### A2.1 The diversity of employers and organisations within the healthcare sector:

- · employer and organisational settings:
  - o NHS
  - o private healthcare
  - o private/non-profit organisations
  - o social care services:
    - o adult social care, children and young people's social care
    - o housing services
    - o youth and community services
- diverse working environments: hospital, GP surgery, community setting, residential setting, service user's home, judicial care, schools, local authority departments

### A2.2 The characteristics of primary, secondary and tertiary healthcare tiers:

- primary care (for example general practice (GP), dental services and walk-in centres, A&E and 111 telephone service, specialist community public health services such as health visitors and school nurses):
  - often the first point of contact
  - o accessed directly
  - o general care
  - o public participation
  - o deals with acute medical problems and refers to specialist
- secondary care (for example hospital services: inpatients and outpatients, social care services):

- o services which individuals are referred to
- o planned care
- specialised care
- tertiary care (for example residential care home, hospices mental health services and individuals' own home):
  - often long-term care
  - highly specialised care (for example specialist burns unit)
  - can be used as respite for families
  - end of life care

# A2.3 The diverse range of personal factors that would dictate the services accessed by an individual and barriers to service access:

- range of personal factors:
  - o pre-existing health condition (for example diabetes management)
  - physical disabilities (for example multiple sclerosis ongoing support with managing specific symptoms as well as self-management of symptoms)
  - o mental health conditions (for example cognitive behaviour therapies)
  - learning disabilities (for example annual health checks)
  - o different ages (for example infancy, childhood, adulthood, senior years)
  - o social care needs (for example support with activities of daily living, maintaining independence)
- · barriers to accessing healthcare services:
  - o socioeconomic
  - psychological
  - o physical
  - cultural and language
  - geographical

### A2.4 How the use of different developments in technology support the healthcare sector:

- health applications (for example Evergreen Life, NHS app and My Diabetes My Way):
  - o promotes healthier choices by offering advice and support
  - supports independent management of conditions
  - supports health professionals with ongoing monitoring of conditions
  - o supports health teams to manage appointments

- assistive computer technology (for example CAD/CAM/3D printing, health implants and robotic surgery):
  - o supports the health team to treat or manage conditions more efficiently
  - o provides solutions that may not have been previously available in order to support conditions
- artificial intelligence technologies (for example machine learning radiology):
  - supports health teams to gain access to more expansive data across a wider geographical area
  - supports health professionals to stay informed in relation to trends in condition and response from a wider pool of individuals
  - supports diagnosis through use of patient data/images and complex algorithms

# A2.5 The origins of the healthcare sector and how this has developed into the current healthcare sector:

- origins of the healthcare sector in the UK:
  - National Health Service (NHS):
    - o founded on 5 July 1948
    - the first completely free healthcare service
    - the creation of the NHS was the result of many years of debate and discussion from the early 1900s
    - o NHS Act 1946 when Aneurin Bevan became health minister
- how the healthcare sector has developed since 1945:
  - o NHS has undergone many changes, updates and re-organisations
  - due to expenditure exceeding demand and the resulting pressure on funding some services incurred charges (for example prescription charges)
  - o private sector healthcare has developed in parallel with NHS:
    - funded through private medical insurance or individual payments
    - o this sector continues to expand
  - many charities have also developed services to support health and wellbeing and provide healthcare (for example Marie Curie hospices)
  - o increase in multi-agency working to support individuals
  - o increase in community care

# A2.6 The potential impacts of future developments in the healthcare sector in relation to care provision:

• artificial intelligence (AI):

- improved diagnostics process
- improving current triaging systems in which an individual places their symptoms on an online portal and are directed to a particular service
- technological infrastructure:
  - o remote access for healthcare professionals
  - collaboration across services
- regenerative medicine:
  - restore function to damaged organs or tissues (for example scar tissue)
- biomarkers:
  - o assist in identifying early onset of cardiovascular disease
  - o increase success rate of drug development programmes
  - accelerate availability of new therapeutics
- remote care:
  - o online clinics/virtual consultations
  - o mobile clinics/screening
- · patient self-management:
  - o personal digital health monitors
- funding of services:
  - stretched funding as more people access the services
- private healthcare provision:
  - o more services available
  - o more users
- · changes in patient/service user demographics:
  - changes in life expectancy
  - increase in complex care needs
  - increase in obesity rates

# A2.7 The importance of adhering to national, organisational and departmental policies in the healthcare sector and the possible consequences of not following policy:

- importance of adhering to national, organisational and departmental policies:
  - o provide quality standardised care for all patients and service users
  - ensure safety of all service users

- prevent errors
- o provide consistency
- promote health and wellbeing
- o ensure safety and wellbeing for practitioners
- possible consequences of not following policy:
  - health and safety risks
  - harm to self and the individual
  - termination of employment
  - negative media coverage
  - implications for inspection/grading
  - deregistration for registered practitioners
  - o potential criminal prosecution or civil legal action against employer or individual

#### A2.8 The different ways in which the sectors are funded:

- public sector:
  - tax funded
  - National Insurance
  - o current government health sector policy
- private sector:
  - o premiums
  - o one off payments
  - current government health sector policy
- voluntary/charity sector:
  - donations
  - fund raising
  - grant funding
  - current government health sector policy

### A2.9 The meaning of evidence-based practice, its application and how it benefits and improves the healthcare sector:

- meaning of evidence-based practice:
  - leading scientific and mathematical research evidence and data collection, used to inform practice and decision making

- the application of evidence-based practice:
  - o combine research findings with clinical expertise and professional judgement
  - o assess all the findings from research including validity of information and data
  - o draw conclusions and apply findings to improve practice or introduce innovations
  - o review the impact of improvements or innovations made
- how evidence-based practice benefits and improves the healthcare sector:
  - o for the population:
    - o facilitates improvements in person-centred care
    - o improves outcomes for individuals
    - o improves safety
    - o promotes equity in provision
    - o informs health promotion requirements
  - o for the sector:
    - o encourages quality provision
    - o improves cost effectiveness
    - o improves capability and competency of the workforce
  - o for the healthcare practitioner:
    - o job satisfaction
    - o empowerment
    - o continuous professional development

### A2.10 The different types of organisational structures and how multidisciplinary and multi-agency teams work together within the healthcare sector:

- flat structure:
  - resulting job roles:
    - o management roles
    - o caring roles
    - o ancillary roles
- tiered hierarchical structure:
  - resulting job roles:
    - o management roles

- o caring roles
- o ancillary roles
- external agencies:
  - o resulting job roles:
    - o functions within the sector
    - o contractors/contracting roles
    - o integrated/non-integrated service
- · teams working within healthcare organisations:
  - multidisciplinary teams with individuals who have different roles (for example caring roles working alongside those with management roles)
  - multi-agency teams that work in partnership with colleagues (for example practitioners from the social care sector to provide support for individuals in discharge planning)
- how multidisciplinary and multi-agency teams work together effectively as part of organisational structures:
  - provide respect for colleagues
  - build rapport and positive relationships
  - take ownership of own job role and responsibilities:
    - take on board feedback and provide constructive, effective feedback to others
    - share best practice and contribute to discussions to support problem solving
    - actively listening to colleagues' contributions
    - share relevant information with each other and collaborate to support the continuity of care including with social care provision

## A2.11 The importance of job descriptions and person specifications and how this defines roles and responsibilities:

- job description:
  - scope of role
  - purpose of role
  - responsibilities and reporting lines
  - accountabilities
- person specification:
  - experience required
  - o essential and desirable skills

- o attributes required
- o qualifications required
- mandatory training and continuing professional development required including reflective practice
- o registration requirements where appropriate

### A2.12 The career pathway opportunities for employment and progression within the healthcare sector as defined by the Institute for Apprenticeships and Technical Education occupational maps:

- · career pathways as per the occupational maps:
  - healthcare assistant
  - o community health and wellbeing work
  - o healthcare support worker in a health setting
  - o senior healthcare support worker in a health setting:
    - adult nursing support
    - allied health profession therapy support
    - children and young people
    - maternity support
    - mental health support
    - theatre support

#### A2.13 The potential impact of external factors on the activities of the healthcare sector:

- · external factors:
  - o epidemic/pandemic/endemic outbreak
  - o extreme weather
  - infrastructure (for example building and maintenance)
  - geographical events (for example disasters that happen in specific geographical locations)
  - o government policy
- impacts:
  - service overload (for example too many people requiring treatment)
  - insufficient staff resources
  - o inaccessible services
  - damage to facilities
  - additional resource requirements (for example equipment and materials)

- effect on supply chain (for example costs, delivery capacity)
- o contingency plan implementation requirements (for example a disaster recovery plan)

### A2.14 The role of public health approaches and how this benefits regional and national population health through prevention and improvement initiatives:

- the role of public health approaches (for example the World Health Organisation, National Institute for Health Protection (NIHP) and Department of Health and Social Care (DHSC)):
  - to determine health issues through collecting information regarding the extent of the issue, who it impacts and the effects
  - to determine why a particular health issue might occur and factors that may contribute or increase the risk of the issue occurring
  - to determine what could help to decrease the risk and providing interventions to a wide range of people, in a number of different health related environments and locations
  - o to determine the impact of social issues for health and wellbeing
- the benefit of public health approaches to regional and national health:
  - raises awareness amongst the public regarding risk
  - provides education on how to live healthier lifestyles and self-care
  - improves generational prospects
  - o reduction in required social care services
  - o reduction in number of people impacted by health issues and preventable illnesses
  - o reduction in pressure on NHS

# A3: Health, safety and environmental regulations in the health and science sector

#### What you need to teach

The student must understand:

#### A3.1 The purpose of key legislation and regulations within the health and science sector:

- Health and Safety at Work etc. Act 1974:
  - purpose: defines employers' responsibilities to protect the health, safety and welfare at work of employees and members of the public; and defines employees' duties to protect themselves and each other
- Management of Health and Safety at Work Regulations 1999:

- purpose: aims to reduce the number and severity of accidents in the workplace, through assessment and management of risk
- Control of Substances Hazardous to Health (COSHH) Regulations 2002 and subsequent amendments 2004:
  - purpose: requirement for employers to control substances hazardous to health by reducing or preventing employees' exposure to these substances
- The Personal Protective Equipment at Work (Amendment) Regulations 2022:
  - purpose: defines employers' responsibilities to provide appropriate personal protective equipment (PPE) to reduce harm to employees, visitors and clients. This can include safety helmets, masks, goggles and gloves
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR):
  - purpose: defines employers' duties to report serious workplace accidents, occupational diseases and specified dangerous occurrences ('near misses')
- Environmental Protection Act 1990:
  - purpose: makes provision for the improved control of pollution to the air, water and land by regulating the management of waste and the control of emissions
- Special Waste Regulations 1996:
  - purpose: measures relating to the regulation and control of the transit, import and export of waste (including recyclable materials), the prevention, reduction and elimination of pollution caused by waste and the requirement for an assessment of the impact on the environment of projects likely to have significant effects on the environment
- Hazardous Waste (England and Wales) Regulations 2005:
  - purpose: controls the storage, transport and disposal of hazardous waste (waste stream) to ensure it is appropriately managed and any risks are minimised
- The Waste Electrical and Electronic Equipment Regulations (2013):
  - purpose: to reduce the amount of electronic and electrical equipment incinerated or sent to landfill sites. Places onus on all businesses to correctly store and transport electrical waste
- Regulatory Reform (Fire Safety) Order (RRO) 2005:
  - purpose: to reduce death, damage and injury caused by fire by placing legal responsibilities on employers to carry out a fire risk assessment. All organisations are required to have procedures for evacuation in the event of a fire
- Manual Handling Operations Regulations 1992 (as amended):
  - purpose: requires employers to assess and minimise the risk to employees' health involved in the manual handling, moving and positioning of an object, person or animal and workplace ergonomics

- Health and Safety (Display Screen Equipment) Regulations 1992:
  - o purpose: defines employers' responsibilities in carrying out risk assessments of workstations used by employees, including the use of display screen equipment, to minimise identified risks

### A3.2 How to assess and minimise potential hazards and risks, including specific levels of risk, by using the Health and Safety Executive's 5 Steps to Risk Assessment:

- Step 1: Identifying the hazards
- Step 2: Deciding who might be harmed and how
- Step 3: Evaluating the risks and deciding on precautions
- Step 4: Recording findings and implementing them, including completing risk assessment documentation
- Step 5: Reviewing your assessment and updating if necessary

#### A3.3 How health and safety at work is promoted:

- encouraging individuals to take reasonable care of their own and others' safety
- modelling good practice (for example washing hands and wearing appropriate PPE)
- following organisational policies and standard operating procedures (SOPs), including site-specific emergency procedures
- · ensuring that there is clearly visible information and guidance
- following processes for recording and reporting issues and concerns
- maintaining equipment and removing faulty equipment
- following correct manual handling techniques
- · ensuring working environments are clean, tidy and hazard free
- appropriately storing equipment and materials
- completing statutory training

## A3.4 How to deal with situations that can occur in a health or science environment that could cause harm to self or others (for example, spillage of hazardous material):

- following organisational health and safety procedures
- · keeping oneself and others safe, including evacuation as appropriate
- · securing the area
- reporting and/or escalating as appropriate
- · debriefing and reflecting on the root causes, to prevent the situation from recurring

### A4: Health and safety regulations applicable in the healthcare sector

#### What you need to teach

The student must understand:

#### A4.1 The purpose of workplace health and safety regulations in the health sector:

- maintain the safety and wellbeing of both the individual and healthcare workers
- · reduce risk to the individual and healthcare professionals
- to provide a duty of care to the individual and healthcare professionals

### A4.2 The purpose of specific health and safety regulations, guidance and regulatory bodies in relation to the health sector:

- Health and Safety (First Aid) Regulations (1981):
  - purpose: to set legal guidelines for employers within the health sector to provide adequate and appropriate equipment, facilities and personnel to ensure their employees receive immediate attention if they are injured or taken ill at work
- Care Act (2014):
  - purpose: improve people's independence and wellbeing. Local authorities are obligated to provide or arrange services that help
    - prevent people developing needs for care
    - prevent deterioration that would result in a need for ongoing care and support
- Ionising Radiation Regulations (2017):
  - o purpose: impose duties on employers to protect employees and members of the public from:
    - radiation arising from work
    - radioactive substances
    - any other forms of ionising radiation
- Medicines and Healthcare products Regulatory Agency (MHRA):
  - purpose: to ensure that medicines and medical devices work and are acceptably safe for use

#### A4.3 The overarching responsibilities of trained first aiders:

- responsibilities:
  - o providing first aid treatment for minor injuries and illness
  - ensuring, where necessary, that the casualty is referred for further treatment, appropriate to the circumstances of the injury/illness
  - ensuring that the first aid box/kit for which they have responsibility is kept clean, tidy and appropriately stocked

 any support provided, in as far is possible, reflects an individual's needs and does not discriminate against them in any way

#### A4.4 The purpose of guidelines produced by the Resuscitation Council (UK):

- · Resuscitation Council:
  - o promotes and publishes high quality scientific resuscitation guidelines
  - o develops educational materials for resuscitation
  - o supports research into resuscitation
- · resuscitation guidelines:
  - o provides detailed information about basic and advanced life support for a range of individuals including adults, paediatrics and newborns
- information for the use of external defibrillator

## A4.5 The purpose of manual handling regulations and training, and why it's important to follow policy and guidance when moving, positioning people, equipment or other objects safely:

- · manual handling regulations:
  - o purpose: the main aim of the regulations is to prevent injury or harm
- importance to follow policy and guidance when moving, positioning people, equipment or other objects:
  - to protect the individuals and the healthcare and social care professionals from harm
  - insurance purposes
  - o compliance with mandatory requirements

### A5: Managing information and data within the health and science sector

#### What you need to teach

The student must understand:

#### A5.1 Common methods used to collect data:

- focus groups
- · open/closed question surveys
- interviews
- observation
- public databases

- · journals and articles
- · carrying out practical investigations
- statistics

### A5.2 The considerations to make when selecting a range of ways to collect and record information and data:

- data type: qualitative or quantitative data (for example laboratory results vs patient history)
- the most appropriate method of data collection (manual vs automated)
- the most appropriate way to present the information or data (for example graphs, charts and tables)
- depth of analysis required (for example spreadsheets and databases)
- · the intended audience
- storage method (for example digital or paper-based)

### A5.3 The importance of accuracy, attention to detail and legibility of any written information or data in order to:

- comply with legal requirements (for example UK General Data Protection Regulations (UK GDPR))
- limit liability (for example ensuring anonymity and informed consent)
- provide an accurate account of events
- · inform integrated working and data sharing
- ensure accurate analysis of findings
- support with audit trails
- · ensure reproducibility of results

### A5.4 The strengths and limitations of a range of data sources when applied in a range of health and science environments:

- results of investigations:
  - strengths (for example consistent results produced under controlled conditions)
  - o limitations (for example possibility of over-extrapolation)
- · patient history:
  - strengths (for example provides detailed information over time)
  - limitations (for example may not be accurate or complete)
- patient test results:
  - strengths (for example laboratory and test accreditation ensures standardisation)
  - limitations (for example results are open to subjectivity)

- published literature:
  - o strengths (for example peer review improves validity)
  - limitations (for example could be based on small-scale/biased research or come from fraudulent sources)
- real-time observation:
  - o strengths (for example immediate data)
  - limitations (for example possible subjectivity)

#### A5.5 How new technology is applied in the recording and reporting of information and data:

- Al/machine learning (for example use of bioinformatics tools to analyse and process large data sets)
- mobile technology and applications (for example to capture health informatics and location data track and trace)
- cloud-based systems (for example use of electronic health records (EHRs) enables easier data sharing for further analysis)
- digital information management systems (for example to enable a digital audit trail)
- data-visualisation tools (for example to consolidate multiple data sources for presentation)

# A5.6 How personal information is protected by data protection legislation, regulations and local ways of working/organisational policies:

- Data Protection Act 2018:
  - o controls the use of personal information by organisations, businesses or the Government
- UK GDPR:
  - provides a set of principles with which any individual or organisation processing sensitive data must comply
- local ways of working/organisational policies to ensure compliance with legislation and regulations, depending on the sector:
  - ensuring that data is stored securely (electronically or paper-based)
  - restricting the use of mobile devices in order to ensure confidentiality
  - preventing potential conflicts of interest

#### A5.7 How to ensure confidentiality when using screens to input or retrieve information or data:

- logging out of a system when leaving the screen
- protecting login and password information
- · being aware of the surroundings
- using secure internet connections

· using privacy screen filters where appropriate

#### A5.8 The positive use of, and restrictions on the use of, social media in health and science sectors:

- · positive uses:
  - awareness campaigns/disseminating information
  - correcting misinformation
  - crisis communication/monitoring
  - o monitoring public health
  - o data gathering
  - o establishing support networks
  - o recruitment
  - o marketing
- restrictions on use:
  - o not posting sensitive/personal information about oneself or others on social media, in line with an organisation's code of conduct
  - maintaining professional boundaries when interacting with individuals external to the organisation
  - sharing inaccurate/non-evidence-based information

#### A5.9 The advantages and risks of using IT systems to record, retrieve and store information and data:

- advantages:
  - o ease of access
  - ease of sharing and transferring data
  - speed of data analysis
  - security (for example password protected)
  - standardisation of data
  - o enables continuous and/or real-time monitoring of data
  - o cost and space saving
  - o enables integrated working and supports safeguarding practices
- risks:
  - security breaches accidental or malicious
  - o potential for corruption of data
  - o lack of access due to system failure

#### A5.10 How security measures protect data stored by organisations, by:

- controlling access to information (for example levels of authorised logins and passwords)
- allowing only authorised staff into specific work areas
- requiring regular and up-to-date staff training in complying with data security
- making regular back-ups of files
- using up-to-date cyber security strategies to protect against unintended or unauthorised access
- ensuring that back-up data is stored externally (for example cloud-based or separate servers)

#### A5.11 What to do if information is not stored securely:

- · secure the information where possible
- record and report the incident to the designated person, following organisational policies and procedures

### A6: Managing personal information

#### What you need to teach

The student must understand:

#### A6.1 Their role in relation to record keeping and audits:

- their role in relation to record keeping:
  - ensuring timely, accurate records for every interaction and how they have provided care for the individual
  - o ensure they are competent in using systems to record data where applicable
  - ensure confidentiality/security is not compromised by using unprotected data or by disclosing information in public places
  - o ensure the information recorded is factual and recorded in line with legislative requirements
  - avoid abbreviations where possible
- their role in relation to audits:
  - ensure information is legible where records have been recorded by hand using black ball point pen
  - o ensure all records have a date, time and signature
  - o if using systems ensure care is taken to enter data record accurately

#### A6.2 Why personal information is collected, stored and protected:

- · collected:
  - o to obtain an individual's history
  - o diagnosis
  - o treatment
  - follow on care
- stored:
  - o so that it can be shared, as appropriate, with the wider network of multidisciplinary teams
  - o future use
  - o individual's right to access data records
- protected:
  - o data protection regulations
  - information governance

#### A6.3 The types of information needed when obtaining a client history:

- name
- date of birth
- individual NHS or hospital number
- presenting complaint
- · history of presenting complaint
- drug history
- family history
- social history
- · social care involvement

#### A6.4 The purpose and common types of abbreviations used in the healthcare sector:

- purpose of common abbreviations:
  - o facilitate and shorten written narratives
  - o standardisation
- common abbreviations used:
  - o PRN pro re nata (given as needed, for example medication)
  - o BP blood pressure
  - MAR medical administration record

- DNR do not resuscitate
- MST malnutrition screening tool
- o NEWS 2 National Early Warning Score
- o PEWS Paediatric Early Warning Score

### A6.5 The advantages of reporting systems for managing information with regards to incidents, events and conditions:

- advantages of reporting systems:
  - o prevents misinterpretation of information
  - o timely reporting information
  - easy access to patient/service user information for tracking or monitoring

### A6.6 When it may be appropriate to share information and the considerations that need to be made when sharing data:

- when it is appropriate to share information:
  - o for the purpose of ensuring effective diagnosis, treatment and care of individuals
  - for the purpose of sharing improvements to practice (for example as a result of research)
  - for the purpose of sharing good practice
  - o for the purpose of introducing new ways of working and innovations in practice
  - when there is risk of harm to individuals
  - o a crime has been committed or there is risk of it being committed
  - safeguarding issues (for example suspected abuse)
  - o legislative requirements (for example the Care Act 2014)
- considerations when sharing data:
  - principles for protecting the individual's identification (for example Caldicott principles)
  - using the individual's NHS number as identifier rather than the individual's name
  - o need to inform the individual and gain consent unless it is required by law to share or the benefit in sharing information outweighs keeping it confidential (for example safeguarding risks)
  - o the individual's information and confidentiality requirements as set out in relevant regulations
  - o need to inform an appropriate adult or advocate if sharing the individual's information (for example where the age or mental capacity of the individual is an issue)
  - intended audience (for example the individual or other health professionals)
  - why information is being shared (for example to support the individual's care or to present outcomes of a project)

#### A6.7 The different formats for the sharing of information:

- oral reports (for example to give immediate information to support an individual's care)
- written reports (for example change of shift reports or transfer reports)
- forms and documents (for example referral form to Social Care Children's Services from a GP)
- presentations (for example to share good practice in a team meeting or report of findings of a research project)
- graphs and tables (for example to summarise an individual's information or to summarise findings of a research project)
- leaflets or posters (for example to provide information about treatment options)
- web pages and social media (for example to provide information about health promotion initiatives)

#### A6.8 The reasons for record keeping and how this contributes to the overall care of the individual:

- · reasons for record keeping:
  - to provide an overall view and history of the individual's medical history and care needs (including all services accessed)
  - o provides access to an individual's information for all multidisciplinary teams
  - o continuity of care
  - o to protect the individual and the healthcare and social care professional
- how it contributes to the overall care of the individual:
  - ensure uniform care is provided regardless of the service accessed ensures there is a record of what has been discussed and what took place within each interaction (for example next steps)

### A6.9 The responsibilities of employees and employers in relation to record keeping and when to escalate issues:

- responsibilities:
  - legal requirements and inspections
  - duty of care
  - duty of candour
  - investigation and tracking incidents and accidents
  - accountability
- when to escalate:
  - safeguarding concerns
  - whistleblowing
  - radicalisation concerns

### A7: Good scientific and clinical practice

#### What you need to teach

The student must understand:

#### A7.1 The principles of good practice in scientific and clinical settings:

- using standard operating procedures (SOPs)
- · effectively managing calibration and maintenance of equipment and work areas
- effectively managing stock
- · appropriately storing products, materials and equipment

#### A7.2 What a SOP is:

a set of sequential steps or instructions designed to standardise the approach to a process or action

#### A7.3 Why it is important for everyone to follow SOPs:

- · maintaining health and safety
- · enabling consistency of approach
- meeting any legal or organisational requirements
- · upholding professional standards
- demonstrating compliance for audit purposes

#### A7.4 How to access SOPs for a given activity:

- carrying out detailed index searches (for example via intranet/manual)
- · completing detailed staff induction and ongoing training
- ensuring the SOP is the most up-to-date version
- ensuring all relevant documentation has been completed and signed

#### A7.5 The potential impacts of not regularly cleaning and preparing work areas for use:

- risks to health and safety:
  - o spread of infection
  - o production of toxic/dangerous by-products
- invalid results:
  - o contamination or cross-contamination (for example environmental, samples, reagents, DNA)
- inefficient working practices:
  - o leads to increased costs and timescales
- damage to equipment:
  - o leads to increased costs and timescales

#### A7.6 The potential impacts of not maintaining, cleaning and servicing equipment:

- · risks to health and safety:
  - o increased risk of injury
  - spread of infection
- invalid results:
  - o contamination or cross-contamination (for example environmental, samples, reagents)
- reduced function of equipment:
  - o decreased lifespan of equipment
  - o increased cost and timescales (for example equipment needing repair or being out of service)

#### A7.7 Why it is important to calibrate and test equipment to ensure it is fit for use:

- ensuring accuracy of measurements
- · prolonging the life of equipment
- · meeting legal requirements

#### A7.8 How to escalate concerns if equipment is not correctly calibrated/unsuitable for intended use:

- taking the equipment out of action
- labelling the equipment as being out of use, if appropriate
- reporting concerns to the relevant person, in line with organisational policies and procedures
- · recording concerns according to organisational procedures

#### A7.9 Why it is important to order and manage stock:

- ensuring sufficient supply of required consumables and materials
- ensuring that materials are used before their expiry date
- reducing the costs of excess stock
- improving efficiency
- improving productivity
- ensure safety of stock (bottles aren't damaged/degraded)

#### A7.10 The potential consequences of incorrectly storing products, materials and equipment:

- cross-contamination
- breakdown of limited stability products
- · products exceeding expiry dates

- loss of samples or degradation of reagents not stored at the correct temperature (-20°C, -4°C, 4°C or room temperature)
- risks to health and safety (for example spread of infection, release of dangerous chemicals or heavy items not stored at correct height)
- · stock is difficult to locate
- financial loss

### A8: Providing person-centred care

#### What you need to teach

The student must understand:

#### A8.1 The purpose of the Mental Capacity Act (2005) plus Amendment (2019) in relation to healthcare:

• purpose – to protect rights, safeguard and support individuals over the age of 16, who may lack the mental capacity to make choices about their own treatment or care

#### A8.2 The key principles of the Care Act 2014:

- · empowerment:
  - individuals should be supported to make their own decisions based on best possible information
- · protection:
  - o service users who are in greatest need of support and protection
- prevention:
  - o better to take action before harm occurs
- · proportionality:
  - actions should be proportionate to the risk: being overprotective can disadvantage service users to be able to make their own decisions
- partnership:
  - working with a range of professionals, groups and communities to prevent, detect and report neglect or abuse
- accountability:
  - healthcare and social care professionals need to be accountable for any activities in relation to safeguarding

#### A8.3 The role of a range of regulatory bodies within the health sector:

- regulatory bodies and their role:
  - Care Quality Commission (CQC):
    - independent regulator, with independent voice, which is able to publish views on quality issues in health and care services
    - ensure health and care services provide people with safe, effective, compassionate, high quality care
    - focus on how services can improve
    - register providers
    - monitor, inspect and rate service
    - can take action (including recommendations, fines, legal action and closing services) to protect people who use services
  - Health and Safety Executive (HSE):
    - national independent regulator for health and safety in the workplace, including public and private healthcare services
    - ensure health and safety standards and regulations are adhered to
    - inspect health and care workplaces following health and safety incidents of a nonclinical nature
    - improve health and safety in workplaces
  - o General Dental Council (GDC):
    - UK wide statutory regulator
    - protect an individual's safety
    - maintain public confidence in dental services
    - register qualified professionals
    - set standards for dental team
    - investigate complaints about dental professionals' fitness to practise
    - ensure quality of dental education
  - Nursing and Midwifery Council (NMC):
    - professional regulator of nurses and midwives in the UK and nursing associates in England
    - ensure that professionals have the knowledge and skills to deliver consistent, quality care that keeps people safe
    - set the education standards professionals must achieve to practice in the UK
    - register professionals

- expect registered professionals to uphold the standards and behaviours set out in the NMC code
- promote self-reflection and evaluation of practice to improve services and encourage lifelong learning of professionals
- can investigate reported incidents and take action
- Health and Care Professions Council (HCPC):
  - regulate a range of health-related professionals including occupational therapists, prosthetists, orthotists, speech language therapists, dietitians and physiotherapists
  - set standards for professionals' education, training and practice
  - register qualified professionals who meet required standards
  - can take action if professionals on the register do not meet standards
- o Office for Standards in Education, Children's Services and Skills (Ofsted):
  - responsible for regulating children homes under the Care Standards Act (CSA) 2000 where regulated activities take place (for example providing personal care)
  - requirement to register with the CQC where regulated activities take place
- Information Commissioners Office (ICO):
  - promote and support information rights in the public interest, encouraging transparency and data privacy for individuals
  - carry out audits and advisory visits across health organisations in relation to personal data

#### A8.4 How physical and mental function across the lifespan impacts care needs and informs personcentred care:

- stages of human development across the lifespan:
  - birth and infancy 0 to 2 years
  - early childhood 3 to 8 years
  - adolescence 9 to 18 years
  - o early adulthood 19 to 45 years
  - middle adulthood 46 to 65 years
  - later adulthood 65 years onwards
- typical care needs:
  - o nutrition and hydration
  - personal care
  - general health and wellbeing

- o positive relationships
- o self-esteem
- o personal growth
- independence

#### A8.5 The key values of the healthcare sector when providing care and support:

- NHS core values (from NHS constitution):
  - o compassion
  - improving lives
  - respect and dignity
  - o commitment to quality of care
  - working together for patients
  - o everyone counts
- 6 principles produced by the People and Communities Board:
  - care and support are person-centred (being personalised, coordinated and empowering)
  - services are created in partnership with citizens and communities
  - o focus is on equality and narrowing inequalities
  - carers are identified, supported and involved
  - voluntary, community and social enterprise and housing sectors are involved as key partners and enablers
  - o volunteering and social action are recognised as key enablers

# A8.6 The purpose of the Personalisation Agenda 2012 and the importance of using holistic approaches in order to place individuals, their carers and significant others at the centre of their care and support:

- purpose of the Personalisation Agenda 2012:
  - purpose: to put the individual first in the process of planning, developing and providing care.
     Creating tailored support to the individual needs and desires when treating those with long term illnesses and conditions
- holistic approaches:
  - person-centred planning (PCP)
  - person-centred care (PCC)
  - hierarchy of the individual's needs (Maslow's hierarchy of needs theory)
  - o advanced care planning (for example end of life care)

- integrated working
- Do Not Resuscitate directive (DNR)
- · the importance of using holistic approaches:
  - o ensuring that any care provided is in the individual's best interest
  - complying with autonomous practice
  - o encouraging engagement with healthcare and social care professionals and organisations

### A8.7 A range of verbal and nonverbal communication techniques, potential communication barriers and how to overcome them to support an individual's condition:

- · range of communication techniques:
  - o verbal (for example spoken word and sound)
  - nonverbal (for example gestures, facial expression, body language, Makaton and British Sign Language)
- barriers to communication:
  - o sensory disorder (for example speech, hearing or sight)
  - o mental health condition
  - o language barriers (for example jargon, spoken language or accents)
  - o time pressures
  - o noisy environment
  - o positioning of the individual from the healthcare professional (for example proximity)
  - tension or conflict
- · overcoming barriers to communication:
  - o actively listen to the individual about their communication needs/preferences
  - active involvement from the individual in how/when/where and in which way they are communicated to meet their needs
  - o access to information that is understandable to the particular individual
  - choice of communication aids or supports that match the needs and preferences of the individual
  - o access to a range of support options and choice given to individual

# A8.8 The application of relevant legislation, including Mental Capacity Act (2005) plus Amendment (2019) and Liberty Protection Safeguards (LPS) on the provision of person-centred care:

• Mental Capacity Act (2005) plus Amendment (2019), including the 5 principles:

- begin by assuming the individual has capacity
- o support individuals to make decisions
- recognise that unwise decisions do not mean lack of capacity
- o decisions must be taken in individual's best interest
- consider whether a decision can be made in a way that is less restrictive of an individual's freedom
- Liberty Protection Safeguards (LPS):
  - o the person lacks the capacity to consent to care arrangements
  - o the person has a mental disorder
  - o the arrangements are necessary to prevent harm for the individual
  - o the arrangements must be proportionate to the likelihood and severity of harm

### A8.9 The considerations when providing person-centred care to people with pre-existing conditions or living with illness:

- · conditions or illnesses:
  - medical conditions (for example cancer)
  - neurological conditions (for example dementia)
  - o physical disabilities (for example a wheelchair user)
- considerations:
  - o social model of disability and inclusion
  - ongoing treatments
  - overall wellbeing
  - follow the person-centred plan
  - o co-morbidity and the impact on the individual and their family
  - o assessment of need
  - discharge planning
  - mental capacity
  - o individual's rights and wishes (for example advocacy)
  - o access to community provision
  - access to additional secondary services (for example counselling)
  - financial circumstances
  - o carer's assessment (for example support for informal carers)

### A8.10 How mental health conditions, dementia and learning disabilities can influence a person's needs in relation to overall care:

- increased support requirements:
  - o physical support requirements (for example care support worker)
  - o communication support requirements
  - reduced ability to self-care
  - increased monitoring requirements (for example from specific healthcare and social care professionals)
  - behaviour support (for example recognition of triggers that raise anxiety)
  - o support for social inclusion
- behavioural factors:
  - behaviour that challenges (for example violence or aggression)
- comprehension factors:
  - o anxiety around care
  - o lack of understanding of the care to be provided
  - o impaired rationality around the condition or support requirements
  - dissociative conditions
  - awareness of possible abuse
  - refusal of treatment
  - perceived stigma attached to conditions and disabilities

#### A8.11 How to promote independence and self-care and the positive impact on the healthcare sector:

- how to promote independence and self-care:
  - individuals to have involvement, choice and control over their own self care
  - individuals to have access to support networks, appropriate information, a range of learning and development opportunities and understand the range of options available to them
  - o support in risk management and risk taking to maximise independence and choice
  - individuals to be supported to identify their strengths, assess their needs and gain the confidence to self-care
  - o assistive technology is made available to support in an individual's ability to live independently
- positive impact on the healthcare sector:
  - o improving self-esteem and independence of the individual

- o improved partnership working
- o improved efficiency of staff time within healthcare service

### A8.12 The range of terms used in the healthcare sector in relation to death and bereavement including their meaning:

- terms used in relation to death and bereavement:
  - end of life care:
    - care provided to those who are in the last months or years of their life
    - refers to the care provided when the efforts made to successfully treat or control a disease has ceased
  - o palliative care:
    - palliative care relieves suffering through an approach that improves quality of life for patients (adults and children) and families who are facing a progressive, life threatening illness
    - relates to symptom management and improving the quality of life for those with a serious illness
  - o hospice:
    - place or organisation that provides care for people who are dying
  - o expected death:
    - result of acute or gradual deterioration in an individual's health often due to advanced disease or terminal illness
  - o sudden or unexpected death:
    - death without warning (for example an accident, heart attack or act of violence)
  - o grief:
    - a response to loss and often described as intense sorrow
    - used in the context of having lost a person who has died
  - o bereavement:
    - sense of loss when someone close passes away

### A8.13 The role of healthcare professionals in providing person-centred care for the individual during the active dying phase:

- provide support to both the individual and to family/carers:
  - o providing information on what they might expect during this time
  - addressing questions and concerns honestly
  - taking time to be an active listener

- understanding the stages of grief (for example the Kubler-Ross model) and providing emotional support or advice
- o recognising when someone may be entering the last few days and hours of life
- involving the individual and families in decisions about their care and wishes, this may include specific wishes in relation to culture and religion
- o involvement of multi-agency teams where required in the care of the individual
- advocating patients' rights and wishes
- safeguarding the individual

#### A8.14 How to support people with bereavement and how to communicate with families:

- providing a safe and comfortable environment and suitable resources (for example tissues, refreshments)
- provide emotional support (for example by listening, allowing the person to talk/cry)
- understand families may have an emotional reaction and how to handle those situations (for example anger or aggression)
- duty of candour (for example accurately representing the situation)
- acknowledgement of cultural/religious rituals with a bereaved individual
- sign posting to applicable services (for example bereavement care, national charities for bereaved people)

#### A8.15 What the 6 Cs are in relation to person-centred care:

- care
- compassion
- communication
- courage
- commitment
- competence

### A8.16 The importance of practicing and promoting the 6 Cs in relation to demonstrating person-centred care skills, through own actions and promoting the approach with others:

- practicing and promoting the 6 Cs:
  - o providing choice and gaining consent
  - o ensuring privacy and dignity
  - o respecting individuals':
    - equality, diversity and inclusion

- sexuality
- faith, cultural needs and preferences
- rights
- confidentiality
- following the duty of care
- o dealing with conflicts between rights and duty of care
- o ensuring partnership working
- o ensuring honesty
- o prevent discrimination through promoting inclusion and an inclusive environment
- escalating concerns

#### A8.17 The concept of safeguarding in relation to providing person-centred care:

- · protecting people's health and wellbeing
- enabling people to live free from harm, abuse or neglect, protecting their human rights

### A8.18 The importance of managing relationships and boundaries, and how to work within parameters when providing person-centred care:

- the importance of managing relationships and boundaries:
  - o protects those providing and receiving care
  - o avoids misinterpretation of roles
  - o helps prevent potential abuse
- how to work within those parameters:
  - adhering to regulatory bodies standards of professionalism
  - o professional conversation

### A9: Health and wellbeing

#### What you need to teach

The student must understand:

# A9.1 Changes in the approach to healthcare and how to support a person's health, comfort and wellbeing:

• changes in approach to healthcare:

- policy changes to focus on the promotion of health and wellbeing and prevention of ill health (for example the NHS long term plan or most current policy)
- change in approach from treating illness to promoting wellbeing
- o improved multi-agency working to support individuals' health and social care needs
- how to support a person's health, comfort and wellbeing:
  - collaborative approaches across the healthcare sector, including with social care services, communities and individuals
  - encouraging active involvement of individuals to self-manage their health and wellbeing, taking into account lifestyle choices
  - o encourage individuals to make decisions about the care, support and treatment they receive
  - o adopting a person-centred approach to support an individual's physical, intellectual, emotional and social wellbeing

### A9.2 How to recognise the signs and symptoms of a person who is experiencing pain and discomfort and/or whose health and wellbeing is deteriorating:

- physical signs and symptoms:
  - o physical ticks
  - o altered baseline observations
  - o skin condition
  - o repeatedly touching or guarding part of the body
  - moving slowly
  - o wringing or clenching
- verbal signs:
  - o self-report
  - crying out
  - o groans/grunts
- nonverbal signs:
  - facial expressions (for example grimacing, frowning or looking sad)
- behavioural signs and symptoms:
  - altered energy levels
  - altered character
  - changes in usual eating/sleeping pattern

### A9.3 How to work in a person-centred way, to ensure adequate nutrition, hydration and care are provided to prevent deterioration in the individual's wellbeing:

- ensuring effective nutrition and hydration:
  - providing food and drink that meets individual needs, this includes taking into consideration any medical conditions as well as beliefs and preferences
  - ensuring food and drink provided does not have contraindications with any medicine the individual is taking
  - supporting individuals who might experience difficulties in eating or drinking due to physical illness or mental health conditions including individuals who may forget to eat or drink
  - providing equipment where appropriate to support individuals in eating and drinking independently (for example 2 handled mugs, cups with lids, non-slip mats, plates and bowls with high sides or insulated bowls)
  - ensuring individuals are provided with sufficient time to eat and drink and that they choose the equipment that is offered to support them
  - close monitoring of nutrition and fluid intake
  - communicating with individuals to identify any barriers (actual or perceived) in relation to eating and drinking
  - promotion of the value and importance of effective nutrition and hydration to overall wellbeing
  - working in partnership with carers or family members to ensure effective nutrition and hydration of the individual
  - working in partnership with other healthcare professionals (for example therapists, dietitians, doctors and dentists to ensure effective nutrition and hydration of the individual)

### A9.4 The purpose of the prevention agenda and the concept of preventative approaches for moving towards good health and wellbeing:

- prevention agenda as set out by health and social care policy and reforms (for example 'prevention is better than cure' vision, Department of Health and Social Care)
- preventative approaches:
  - o help people to stay healthy and independent for as long as possible
  - are about stopping problems arising in the first place, focusing on keeping people healthy, not just treating them when they become ill
  - provide people with knowledge and skills to make lifestyle choices that support them to stay healthy

### A9.5 The ways in which health promotion is used to support the prevention agenda to support good health and wellbeing:

social and environmental interventions to empower individuals to improve their health:

- national campaigns from government departments (for example the National Institute for Health Protection campaigns)
- o opportunistic delivery of health promotion by all healthcare and social care professionals
- campaigns by specific groups and charities
- sharing examples of health promotion activities (for example smoking cessation, promoting physical activity, promoting breast feeding and reducing alcohol intake)

### A9.6 The overarching principle of the opportunistic delivery of health promotion through the Making Every Contact Count (MECC) initiative and the risk factors this initiative targets:

- approach to preventative behavioural change which uses the day-to-day interactions that individuals have with healthcare and social care professionals
- using brief and very brief interventions whenever the opportunity arises (for example during routine appointments)
- highlighting risk factors (for example smoking, poor diet, alcohol consumption, physical activity levels, mental health and wellbeing)
- · signposting to additional support and resources available

#### A9.7 How lifestyle choices impact good health and wellbeing:

- nutrition and diet choices affecting body mass index:
  - obesity increases risk of developing range of disease including type 2 diabetes, hypertension and heart disease
  - o malnutrition risk of vitamin deficiency
- smoking:
  - o one of the biggest causes of death and illness in the UK
  - o increases the risk of lung cancer, as well as other cancers
  - o increased risk of heart disease
- low physical activity:
  - risk factor for a range of long-term conditions, including heart disease
  - o greater risk of developing hypertension
  - o has been linked to increased anxiety and depression
  - older adults who are physically active can reduce their risks of falls
- consumption of alcohol:
  - o long-term effects include organ damage including heart, liver and pancreas
  - o increased risk of hypertension and heart disease

- o weakens immune system, increasing risk of infections
- o weakens bones, increases risk of fracturing and breaks
- o effects on the brain including cognitive function, neurotransmitters and brain tissue
- substance abuse and addiction
  - o effects on health may occur after one use
  - o longer term effects include risk of heart disease, cancer and hepatitis

#### A9.8 A range of methods of taking a holistic approach to healthcare:

- treating the person not just the condition (for example spending time treating the social and emotional effects a condition may have a on an individual)
- bespoke treatment plans that meet the personal choices and needs (should be made using the personal aims and objectives established by the person)
- understanding the individual's lifestyle (for example individual's commitments, such as family)
- understanding the individual's mental health needs (for example any potential services they might need access to)
- integrated working (for example coordinated approach to services through different areas of health and social care, working together with input from the individual)
- health and wellbeing boards (for example improvement made by local authorities to the integration of services between health and social care for the benefit of the individual)

# A9.9 The purpose of signposting individuals to interventions, or other services and how this can support their health and wellbeing:

- signposting individuals:
  - purpose: to determine the most appropriate service for the individual to meet their needs including considerations given to the most cost-effective approach
- how it can support an individual's health and wellbeing:
  - provides awareness on a wider range of services available to support physical, emotional, intellectual and social wellbeing
  - provides alternative options
  - o opportunities to discuss specific complaints or experiences with specialists or peers
  - provides support with activities of daily living
  - o provides a safe and secure environment for the individual

#### A9.10 The impact of the ageing process on health and wellbeing:

- impact of ageing on physical health including:
  - o cellular level

- o body systems
- o senses
- age associated diseases
- impact of aging on cognitive health including:
  - o memory
  - o attention
  - reasoning
  - o problem solving
  - information processing
- impact of ageing on emotional wellbeing including:
  - transitions and significant life events (for example retirement, bereavement and ill health)
  - own mortality
  - o loneliness/social isolation

#### A9.11 How aspects of care requirements change throughout various life stages:

- life stage of human development and potential care requirements:
  - o birth and infancy 0 to 2 years (for example immunisation)
  - o early childhood 3 to 8 years (for example paediatric care)
  - o adolescence 9 to 18 years (for example sexual health services)
  - o early adulthood 19 to 45 years (for example maternity and paternity services)
  - o middle adulthood 46 to 65 years (for example healthcare screening)
  - later adulthood 65 years onwards (for example frailty)

#### A9.12 Methods of supporting people to look after themselves at various stages of life:

- young people (for example promotion of self-care and self-awareness)
- healthy adults (for example promoting self-esteem)
- adults who have health or wellbeing concerns (for example promotion of activities of daily living, dispelling stereotypes)
- old age 65 + (for example attendance of regular check-ups)
- end of life (for example creating an end-of-life care plan)
- all stages of the lifespan (for example supporting people holistically with person-centred values)

### A10: Infection prevention and control in health specific settings

#### What you need to teach

The student must understand:

### A10.1 The techniques for infection control and why they're important in stopping the spread of infection:

- techniques for infection control:
  - use of personal protective equipment (PPE) (for example aprons and gloves)
  - o use of cleaning and disinfecting agents (for example appropriate dilutions)
  - o effective handwashing techniques (for example the NHS 5 moments of hand hygiene)
  - o good personal hygiene and uniform requirements (for example hair tied up and clean uniform)
  - safe disposure of sharps (for example hypodermic needles and disposable scalpels)
  - o appropriate waste segregation and disposal (for example classification)
- importance in stopping the spread of infection:
  - prevent harm caused to both individuals and healthcare workers

### A10.2 The importance of good handwashing techniques and personal hygiene and how to practice this in relation to infection control:

- importance of good handwashing techniques and personal hygiene:
  - o help prevent the control of disease, infection and as a result illness
  - reduces the risk of disease, infection and illness being passed from person to person through cross contamination
  - legal requirements (including the Control of Substances Hazardous to Health Regulations 2002, the Health and Safety at Work etc Act 1974, the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013)
- how to practise good handwashing techniques:
  - o follow workplace guidance:
    - Ayliffe handwashing technique (National Institute for Health and Care Excellence (NICE))
    - 5 moments (WHO)
    - 12-point technique (WHO/NHS)
- how to practise good personal hygiene:
  - o washing body and hair regularly
  - wearing clean uniform
  - o cleaning teeth

- o covering mouth and nose when coughing or sneezing
- o maintaining short, neat and clean nails

#### A10.3 The scientific principles of cleaning, disinfecting, sterilisation and decontamination:

- principles:
  - cleaning
    - physically reduces the presence of microorganisms that may be present on surfaces and instruments through the removal of visible foreign material, this minimises the risk of transfer of microorganisms
  - o disinfecting:
    - using a specific chemical disinfectant or by physical disinfection (for example heat) reduces nonvisible pathogenic microorganisms by destroying cell wall or interfering with metabolism
  - o sterilisation:
    - this is the complete elimination of all microorganisms
  - decontamination:
    - overarching process used to describe cleaning, disinfecting and sterilisation

#### A10.4 The differences in procedures for cleaning, disinfecting, and sterilisation:

- different procedures:
  - o cleaning (which results in a surface being visibly clean) procedures include:
    - cleaning tools (for example mops)
    - vacuum cleaners
    - cloths and floor scrubbers
    - the use of cleaning agents (some of these may eliminate microorganism)
  - o disinfecting (this involves the use of an agent known to destroy pathogenic microorganisms):
    - use of disinfectant agent (for example sodium hypochlorite)
  - o sterilisation:
    - application of chemical
    - application of high pressure
    - application of heat
    - application of irradiation and filtration or a combination of the two

### A10.5 The meaning of impact of antimicrobial resistance including how this can potentially impact infection control and the ways in which to reduce microbial resistance:

- the meaning of antimicrobial resistance:
  - o ability of a microorganism to survive exposure to antimicrobial agents (for example antibiotics)
- impact of antimicrobial resistance:
  - o overuse of antibiotics has reduced the overall effectiveness:
    - overuse has led to the emergence of new strains of microorganisms
  - o increase in super bugs (for example MRSA and Clostridium difficile)
- reducing antimicrobial resistance:
  - antimicrobial stewardship coordinated program in the healthcare sector to promote appropriate use of antimicrobials (for example antibiotics)

# A11: Safeguarding

#### What you need to teach

The student must understand:

# A11.1 The meaning of safeguarding in the health sector and the importance of the key principles of safeguarding:

- the meaning of safeguarding in the health sector:
  - o protection of health, wellbeing and rights of individuals
- the key principles of safeguarding in the health sector:
  - o empowerment:
    - the individual should be supported to make their own decisions based on best possible information
  - o prevention:
    - better to take action before harm occurs
  - proportionality:
    - actions should be proportionate to the risk, being overprotective can disadvantage service users to be able to make their own decisions
  - o protection:
    - service users who are in greatest need of support and protection
  - o partnership:

- working with a range of professionals, groups and communities to prevent, detect and report neglect or abuse
- o accountability:
  - healthcare professionals need to be accountable for any activities in relation to safeguarding
- · why safeguarding is important:
  - important for protection from harm, abuse and neglect

#### A11.2 How legislation, policies and procedures support the safeguarding of individuals:

- Mental Capacity Act (2005) plus Amendment (2019):
  - provides a framework for the implement of the principles and provisions to empower and protect individuals
  - Liberty Protection Safeguards (LPS) are used to protect individuals who lack capacity to consent to their care arrangements
- Care Act (2014):
  - o outlines the general responsibilities of local authorities including:
    - Safeguarding Adults Boards
    - Safeguarding Adult Reviews
    - implements a multi-agency local adult safeguarding system
    - arranges independent advocates
- Health and Care Act (2022):
  - establishes Integrated Care Systems (ICS), Integrated Care Boards (ICB), Integrated Care Partnership (ICP)
  - promotes collaborative and partnership working to integrate services including social care to improve patient care and safeguard individuals
- Safeguarding Vulnerable Groups Act (2006):
  - establishes Disclosure and Barring Service (DBS) checks to prevent individuals deemed unsuitable to work with children or vulnerable adults from gaining access to them through their work
- · Mental Health Act 2007:
  - o sets out when someone can be detained and treated for a mental health disorder
- Equality Act 2010:
  - provides legal protection for individuals from discrimination within society
- Human Rights Act 1998:

- o sets out the fundamental rights and freedoms that individuals are entitled to
- Domestic Abuse Act (2021):
  - provides a framework designed to support organisations to identify and respond to domestic abuse and promote best practice
- NICE guidance and quality standards:
  - defines guidance and quality standards in relation to safeguarding adults, children and young people with different conditions in a variety of settings (for example schools, care homes and support services across health and social care)
- NHS England guide:
  - defines guidance in relation to safeguarding requirements to comply with legislation and regulations within health and social care services and settings

# A11.3 Factors that may contribute to an individual being vulnerable to harm or abuse and the vulnerable groups that require protection:

- factors that can contribute to abuse:
  - o age
  - individuals with health issues
  - being physically dependent on others
  - lack of mental capacity
  - o previous history of abuse
  - social isolation
  - drug/alcohol abuse
  - o finance
  - o religion
- vulnerable groups:
  - children and young people/elderly people
  - adults receiving care in their homes
  - o individuals with physical, mental or sensory impairments
  - individuals with learning disabilities
  - ethnic minorities and ethnic groups
  - socio-economically disadvantaged individuals

# A11.4 A range of different types of abuse and harm:

physical:

- o female genital mutilation
- o hitting
- o burns
- modern day slavery:
  - o exploitation of individuals for work using threats and violence
- sexual:
  - o forcing someone to take part or watch sexual activities
- emotional:
  - belittling
  - bullying
  - o verbal abuse
  - gaslighting
- coercion/control:
  - o assaults
  - threats and intimidation
  - humiliation
- organisational/institutional:
  - regimented mealtimes
  - removing personal choices
- financial:
  - withholding/taking of money
- neglect:
  - self-neglect
  - o neglect by others
- domestic:
  - o abuse that takes place in the home by a family member
- professional abuse:
  - o abuse by someone in a position of power over the victim or a position of trust
- honour-based abuse
- violence

- cruelty
- forced marriage
- · child sexual exploitation
- · child criminal exploitation

# A11.5 The types and possible signs of abuse or harm that may be identified in individuals using healthcare:

- physical:
  - o possible signs:
    - bruising
    - unexplained bleeding
- emotional:
  - o possible signs:
    - depression
    - low self-esteem
- organisational:
  - o possible signs:
    - restricted visiting times
    - patient complaints
- financial:
  - o possible signs:
    - lack of money and/or belongings
    - debt
- sexual:
  - o possible signs:
    - unwanted pregnancy
    - sexually transmitted infection
    - sexual promiscuity
- neglect:
  - o possible signs:
    - unkempt appearance

malnutrition

#### A11.6 What action to take if abuse is suspected or disclosed:

- communicate with the individual:
  - o respecting confidentiality balanced with assessing risk
  - ensure a record of any disclosure is recorded word for word (for example using safeguarding disclosure form/safeguarding incident report form)
- · reporting:
  - knowledge of the reporting procedure and report line
  - o report instance but don't intervene unless immediate or imminent threat to safety
  - o understand the next point of escalation if suspected abuse not investigated
- ability to challenge authority
- preserving evidence:
  - o documentation of facts
  - o observation charts
  - o clinical photography

#### A11.7 Action that can be taken by individuals and organisations to reduce the chances of abuse:

- · raising awareness and educating
- · staff training
- whistleblowing procedure
- · effective complaints procedure
- · risk management procedure
- · risk assessment for each individual case
- · working with person-centred values
- multi-agency working
- · implementing holistic approaches
- · accessing and promotion of advocacy

#### A11.8 The meaning of patient safety and clinical effectiveness including why they're important:

- · patient safety:
  - meaning: the avoidance of accidental or unintended injury or harm during a period of receiving healthcare
- clinical effectiveness:

- o meaning: the application of healthcare, taking into consideration the individual's wishes, healthcare professional's experience, and evidence-based research in the approach
- why they're important:
  - raises the standard of care improving the patient's experience and quality
  - o avoids negative outcomes for the provision of care

# A11.9 What is meant by radicalisation, identifying signs of radicalisation and the purpose of the Prevent strategy (2011):

- meaning of radicalisation:
  - the action or process of someone to adopt or support terrorism, or radical extremist beliefs connected with terrorism or terrorist groups
- identifying signs of radicalisation:
  - o detachment from family and friends
  - o raised levels of anger
  - o failure or avoidance in discussing own views
  - o increased interest in privacy or secretive behaviours
- the purpose of the prevent strategy:
  - o to work with communities to support vulnerable people at risk of becoming radicalised

# A11.10 The importance of positive behaviour and a range of positive behaviour expected of a health professional:

- importance of positive behaviour:
  - o key to safeguarding individuals
  - failure to comply with behavioural standards could result in noncompliance and deregistration
  - o improves quality service provision for positive outcomes
- range of positive behaviour expected of a health professional:
  - promotion of choice, dignity, inclusion, independence, individuality, identity, privacy and confidentiality of information
  - people first approach (for example don't make assumptions, acknowledge and accept diversity and choice)
  - effective practised clinical competence (for example communicate effectively, share best practice, work cooperatively)
  - maintain safety (for example observe and report on an individual's condition and escalate any issues where necessary as soon as possible)
  - o encourage professionalism and trust

#### A11.11 The types of support for managing positive behaviour:

- behavioural frameworks (for example guidance on expected employee behaviour in a trust or workplace)
- workplace policies (for example whistleblowing and social media policies setting out what employees should/shouldn't do)
- performance management (for example performance improvement plans to support employees to succeed)

#### A11.12 What is meant by a conflict of interest and how to deal with those whilst practicing healthcare:

- what is meant by a conflict of interest:
  - a situation where a person of trust, or an organisation's own interests are in direct conflict with the interest of the patient. It could also mean the person of trust or organisation sets to benefit from the patient
- · how to deal with conflicts of interest:
  - be open and honest acting with integrity
  - o follow workplace guidelines
  - declare any personal conflicts (for example that you have a personal relationship with the individual)

# Core component section B: Science concepts

# **B1: Core science concepts**

#### What you need to teach

The student must understand:

## Cells

# B1.1 The 3 principles of cell theory:

- all living things are made up of one or more cells
- · cells are the most basic unit of structure and function in all living things
- · all cells are created by pre-existing cells

#### B1.2 The different types of cells that make up living organisms:

• eukaryotic cells (for example plant, yeast, algae and animals)

• prokaryotic cells (for example bacteria)

# B1.3 The structure and function of the organelles found within eukaryotic cells including:

- · cell-surface membrane:
  - o fluid mosaic model
  - o control of passage of substances into and out of the cell
  - o site of antigens
- nucleus:
  - o contains chromosomes
- mitochondria:
  - respiration producing adenosine triphosphate (ATP)
- ribosomes:
  - o protein synthesis/translation
- · rough and smooth endoplasmic reticulum:
  - protein synthesis and packaging
  - o lipid synthesis and storage
- Golgi apparatus and Golgi vesicles:
  - packaging of proteins for transport
- centrioles:
  - o involved with separation of chromosomes during cell division
- lysosomes:
  - digestion / breakdown of worn-out cell parts and invading microbes

#### B1.4 The structure and function of specialised cells in complex multi-cellular organisms:

- eukaryotic cells are specialised to perform particular functions
- · specialisation occurs through differentiation from stem cells
- the structure of specialised cells and how this relates to their function:
  - o erythrocytes
  - neurones
  - o squamous epithelial cells
  - o sperm cells
  - o ova
  - o striated muscle cells

#### B1.5 The role of a light microscope and how to calculate magnification:

- how a light microscope is used to study cells
- magnification=  $\frac{\text{size of image}}{\text{size of object}}$

#### Cell cycle

#### B1.6 The function of mitosis in nuclear division within cells:

- mitosis produces 2 daughter nuclei that have the same number of chromosomes as the parent cell and each other
- mitosis division results in each of the daughter cells having an exact copy of the DNA of the parent cell

#### B1.7 The purpose of each stage of the cell cycle:

- interphase: stage that always proceeds mitosis when DNA is replicated
- stages of mitosis:
  - prophase: the stage in which chromosomes become visible and the nuclear envelope disappears
  - metaphase: the stage in which the chromosomes arrange themselves at the centre of the cell
  - o anaphase: the stage in which each of the 2 threads of a chromosome (chromatid) migrates to the opposite pole
  - telophase: the stage in which the nuclear envelope reforms to produce 2 daughter cells
- cytokinesis: the stage in which division of cytoplasm into 2 daughter cells takes place

#### Large molecules

# B1.8 The molecular structures of the large molecules and how they are used within the body:

- proteins:
  - o the basic units of proteins are amino acids
  - the relationship between primary, secondary, tertiary and quaternary structure
  - o proteins are used within the body for growth and repair
- carbohydrates:
  - the basic units of carbohydrates are monosaccharides monosaccharides are composed of carbon, hydrogen and oxygen
  - when combined in pairs, monosaccharides form disaccharides through a condensation reaction and the formation of glycosidic bonds
  - o carbohydrates are used within the body as a source of energy
- lipids:

- o fatty acids and glycerol are the molecules from which triglycerides and phospholipids are formed
- triglycerides are formed by the condensation of 1 molecule of glycerol and 3 molecules of fatty acid
- phospholipids are formed when one of the fatty acids of a triglyceride is substituted by a phosphate-containing group
- o fatty acid molecules repel water (hydrophobic) and glycerol molecules attract water (hydrophilic)
- phospholipid is made up of 2 parts, a hydrophilic head and a hydrophobic tail this molecule structure forms a bi-layer that is important for all membrane functions
- lipids are used within the body for insulation and protection and as an energy source

# **Enzymes**

#### B1.9 The properties and functions of enzymes that are determined by their tertiary structure:

- properties:
  - o the shape of the active site
  - o the role of bonding
  - o the effect of temperature on enzyme function
- · role of enzymes:
  - o proteases including trypsin
  - carbohydrases including amylase
  - lipase

#### **Exchange and transport mechanisms**

# B1.10 How the surface area to volume ratio and additional factors affect the rate of exchange and give rise to specialised systems:

- the surface area must be large in comparison to the volume for efficient exchange
- where the surface area is small compared to the volume, specialised exchange and transport mechanisms are required to maximise the rate of exchange
- how additional factors affect the rate of exchange:
  - o diffusion distance
  - o temperature
  - o metabolic rate

# B1.11 The structure of the cell surface membrane and mechanisms of cellular exchange and transport:

• the fluid mosaic model of the cell surface membrane and how it facilitates cellular exchange and transport

- passive transport through the cell surface membrane: diffusion, facilitated diffusion and osmosis
- · active transport through the cell surface membrane
- · co-transport mechanisms

#### Genetics

# B1.12 The purpose of deoxyribonucleic acid (DNA) and ribonucleic acid (RNA) as the carrying molecules of genetic information

- · DNA holds genetic information
- RNA transfers genetic information from DNA to the ribosomes where proteins are synthesised

# B1.13 The relationship between the structure of DNA and RNA and their role in the mechanism of inheritance:

- · nucleotides are the molecules (monomers) from which DNA and RNA are formed
- each nucleotide is formed from pentose, a nitrogen-containing organic base and a phosphate group
- the components of a DNA nucleotide are deoxyribose, a phosphate group and one of the organic bases adenine, cytosine, guanine or thymine
- the components of an RNA nucleotide are ribose, a phosphate group and one of the organic bases adenine, cytosine, guanine or uracil
- a condensation reaction between 2 nucleotides forms a phosphodiester bond
- a DNA molecule is a double helix with 2 polynucleotide chains held together by hydrogen bonds between specific complementary base pairs
- an RNA molecule is a relatively short single stranded polynucleotide chain

#### **Immunology**

# **B1.14** The characteristics of key microorganisms:

Types of microorganisms	Average size of microorganism	Type of cell
bacterium	0.5 μm – 5 μm	prokaryotic
fungus	5 μm – 50 μm	eukaryotic
protist	1 μm – 2 mm	eukaryotic
virus	20 nm – 350 nm	N/A

# B1.15 The definition and types of pathogen, including common types of conditions/disease caused by them:

• pathogen: microorganism which are the causative agents of disease:

Pathogen	Condition/disease
bacteria	chlamydia, gonorrhoea, tuberculosis
viruses	common cold, mumps and measles
fungi	yeast infection (thrush)
prions	Creutzfeldt–Jakob disease (CJD)
protists	malaria
parasites	toxoplasmosis

#### B1.16 The different ways in which pathogens may enter the body

- direct transmission:
  - physical contact with an infected person or contaminated surface (for example skin-to-skin contact)
  - sharing of needles
  - o unprotected sexual contact
  - o airborne: pathogen is carried by dust or droplets in the air, can exist in the air for some time (for example inhaling infected droplets)
- indirect transmission:
  - vehicle transmission (for example ingesting infected food or water (faecal-oral)); blood from inanimate objects (for example bedding)
  - o being bitten by an infected 'vector' (for example insect bites)

# B1.17 How infectious diseases can spread amongst populations and communities:

- inadequate sanitation (for example lack of access to clean water and inadequate sewage disposal)
- lack of social distancing due to dense population
- · lack of accessible health promotion information

#### B1.18 The definition of an antigen and an antibody:

- antigen a substance that is recognised by the immune system as self or non-self and stimulates an immune response
- antibody a blood protein produced in response to, and counteracting, a specific antigen

# B1.19 The link between antigens and the initiation of the body's response to invasion by a foreign substance:

- · antigens as chemical markers found on the surface of cells
- ability of the body to recognise self and non-self-antigens
- · recognition of non-self-antigen leading to the initiation of an immune response

# B1.20 The role of non-specific and specific defences to protect the body against invasion from a foreign substance:

- non-specific defences:
  - o use of physical and chemical barriers
  - o inflammation
  - o phagocytosis
- specific defences:
  - o actions of T-cells
  - o actions of B-cells

## B1.21 The differences between cell-mediated immunity and antibody-mediated immunity including:

- cell-mediated response is associated with T-lymphocytes destroying pathogens (causative agents) without producing antibodies
- antibody-mediated response is associated with B-lymphocytes destroying pathogens (causative agents) by producing antibodies against it

#### B1.22 The role of T and B memory cells in the secondary immune response:

- they trigger a stronger and more rapid immune response after encountering the same antigen
- role of vaccinations in relation to T and B memory cells

#### B1.23 How the body reacts to injury and trauma:

- injury:
  - o defined as damage to the body caused by external force
- how the body reacts as a response to injury:
  - o involuntary inflammatory response
  - o proliferation phase
- trauma:
  - o is defined as an injury that has the potential to cause disability or death
- how the body responds to trauma:

- involuntary inflammatory response
- o loss of organ function
- bone structure deformity/damage/loss of structure
- haemorrhaging
- o multi organ failure
- ischemia
- proliferation phase

# B1.24 The role and considerations of using magnetic resonance imaging (MRI) scanning in the detection and monitoring of trauma and injury:

- role:
  - o uses strong magnetic fields and radio waves to generate detailed images of inside the body
- · considerations of use:
  - o patient medical history including medical implants containing magnetic metals
  - preparing the patient including the removal of all external metallic objects

#### Epidemiology and health promotion

#### B1.25 The meaning of epidemiology and definitions of specific terminology that is used:

- the meaning of epidemiology:
  - o study and analysis of the distribution and patterns of disease in population and why they occur
- specific terminology used in epidemiology:
  - o incidence:
    - occurrence of new cases of disease, injury, or other medical conditions over a specified time period
  - o prevalence:
    - the proportion of a population with a disease or a particular condition at a specific point in time
  - mortality:
    - occurrence of death
  - o mortality rate:
    - the frequency of death in a population over a specified time period
  - o morbidity:
    - the state of having a disease or a medical condition

# B1.26 How epidemiology is used to provide information to plan and evaluate strategies to prevent disease:

- how epidemiology is used:
  - o identify the cause of disease
  - o determine the extent of disease
  - o identify trends and patterns of the incidence of the disease
  - o study the progression of disease
  - o plan and evaluate preventative and therapeutic measures for a disease or condition
  - develop public health policy and preventative measures

# B1.27 How health promotion helps to prevent the spread and control of disease and disorder:

- · communication:
  - o raising awareness of required behaviours through a range of mediums (for example media campaigns)
- · policy and systems:
  - systematic change to procedures, regulations or law to enforce required behaviour (for example applying restrictions)
- education programmes:
  - o improving knowledge and empowering individuals to adapt own behaviour
- health promotion for specific disease and disorders:
  - o targeted awareness raising and campaigns

#### Homeostasis and physiological measurements

# B1.28 The principles of homeostasis and how this links to maintaining the functions within the physiological systems which contributes to maintaining a healthy body:

- principles of homeostasis:
  - o receptors
  - o effectors
  - o feedback systems
  - o role of nervous system
  - o role of the endocrine system
- how homeostasis contributes to maintaining a healthy body:

 maintains stability and function of the physiological systems and cells when there are changes to internal and external conditions that would otherwise prevent enzymes from functioning normally

# B1.29 The normal expected ranges for physiological measurements and the factors which may affect these measurements:

• normal expected ranges for physiological measurements:

Physiological measurements	Normal expected range for an adult aged 19 to 65
blood pressure	systolic mmHg:90–120 diastolic mmHg:60–80
heart rate	60 to 100 beats per minute (bpm)
respiratory rate	at rest 12 to 20 breaths per minute (bpm)
temperature	36 to 37.5°C

- factors that contribute to measurements outside of normal parameters:
  - o age
  - o weight
  - o exercise
  - o sex
  - o overall health

#### Classification of diseases and disorders

# B1.30 The commonly used classification systems of diseases and disorders:

- · topographical:
  - o by bodily region or system
- · anatomical:
  - o by organ or tissue
- physiological:
  - by function or effect

# Particles and radiation

# B1.31 The types and properties of ionising radiation:

- · alpha particle:
  - o consists of 2 neutrons and 2 protons and is equivalent to a helium nucleus
  - o high ionising but low penetrating power
  - o range is 1 to 2 centimetres of air
- beta:
  - o a high-speed electron ejected from the nucleus as a neutron turns into a proton
  - medium ionising and penetrating power
  - o range is approximately 15 centimetres of air
- gamma:
  - electromagnetic radiation from the nucleus
  - low ionising and high penetrating power
  - o range is many kilometres of air

#### B1.32 The definition of half-life:

• the time taken for half of the unstable nuclei in a sample to decay

#### Units

# B1.33 The use of the international system of units (SI) relevant to health:

- kilogram (kg) mass
- metre (m) length
- second (s) time

## B1.34 How to convert units of measure:

- metres to millimetres
- millimetres to micrometres
- · litres to millilitres
- · millilitres to microlitres
- grams to milligrams
- milligrams to micrograms

# B1.35 The importance of using significant figures and science notation:

- makes calculation with large or small numbers less cumbersome
- · reduces the chances of data errors

# **B2: Further science concepts in health**

# What you need to teach

The student must understand:

# Musculoskeletal system

# B2.1 The structure and function of the musculoskeletal system:

- structure of the musculoskeletal system:
- anatomical skeletal structure:
  - cranium
  - vertebrae
  - clavicle
  - sternum
  - rib cage
  - humerus
  - radius
  - ulna
  - carpals
  - metacarpals
  - phalanges
  - pelvis
  - femur
  - tibia
  - fibula
  - tarsals
  - metatarsals
  - o types of bones:
    - long
    - short
    - flat
    - irregular
    - sesamoid
  - o types of joints:

- fibrous
- cartilaginous
- synovial
- general structure of striated muscle
- functions of relevant component within the musculoskeletal system:
  - skeleton provides support, protection, attachment for muscles/ligaments, is a source of blood production and stores minerals
  - muscles facilitate movement and provide support
  - the sliding filament theory of musculoskeletal function in terms of thick and thin filaments sliding over one another to bring about contraction and relaxation, and their working as antagonist pairs

#### B2.2 The process of muscle contraction:

- the stages of the sliding filament theory for muscle contraction:
  - the role of calcium ions and adenosine diphosphate (ADP) in the formation of cross bridges between actin and myosin filaments
  - the role of ATP in breaking the cross bridge between the actin and myosin filaments
  - the role of ATPase in restoring the myosin head to its normal position
  - the repetition of this cycle leading to the shortening of the sarcomere

#### B2.3 The development, impact and management of rheumatoid arthritis:

- · causes of the disease
- impact on systems within the body and on physical and mental health
- how common treatments relieve symptoms:
  - o anti-rheumatic drugs
  - biological treatments
  - physiotherapy
  - surgery on affected area

# B2.4 The development, impact and management of muscular dystrophy disease:

- causes of the disease
- · impact on systems within the body and on physical and mental health
- how common treatments relieve symptoms:
  - steroids
  - physiotherapy

- o low impact exercise
- o corrective surgery

#### Cardiovascular system

#### B2.5 The role of the components in performing the functions of the cardiovascular system:

- · components of the cardiovascular system:
  - o mammalian heart:
    - atria, ventricles, aorta, vena cava, pulmonary artery, pulmonary vein, tricuspid valve, pulmonary valve, mitral value and aortic valve
  - arteries
  - o veins
  - o capillaries
  - o blood made up of plasma, platelets, erythrocyte and leukocytes
- the function of the components of the cardiovascular system:
  - o the path blood would take around the human cardiovascular system

#### B2.6 The process of the cardiac cycle:

- the electrical activity of the heart (for example, PQRST waves) and how heart rate is controlled and regulated
- pressure changes in the heart and blood vessels and how this is linked to blood pressure

# B2.7 The development, impact and management of coronary heart disease (CHD):

- · causes of the disease
- · impact on systems within the body and on physical and mental health
- how common treatments relieve symptoms:
  - blood thinning medicines
  - o statins
  - betablockers
  - o lifestyle changes to promote self-care and better health
  - o surgery, to include stents and transplant

# Respiratory system

# B2.8 The role of the components in performing the functions of the respiratory system:

- · components of the respiratory system:
  - o trachea

- o lungs
- o bronchi
- o bronchioles
- alveoli
- o pleural membranes
- ribs
- intercostal muscles
- o diaphragm
- functions of relevant components within the respiratory system:
  - o inspiration and expiration, including pressure changes within the chest cavity
  - gas exchange

#### B2.9 The role of the alveoli as a specialised exchange surface in the process of gas exchange:

- how adaptation of the alveoli maximise the rate of diffusion:
  - o large surface area to volume ratio
  - o good blood supply
  - o short diffusion distance
  - o moisture levels
  - body temperature

### B2.10 The development, impact and management of chronic obstructive pulmonary disease (COPD):

- · causes of the disease
- impact on systems within the body and on physical and mental health
- how common treatments relieve symptoms:
  - o inhalers
  - steroids
  - o lifestyle changes to promote self-care and better health
  - pulmonary rehabilitation
  - o surgery

# **Digestive system**

#### B2.11 The role of the components in performing the functions of the digestive system:

• components of the digestive system:

- o mouth
- o oesophagus
- o stomach
- pancreas
- liver
- o duodenum, ileum and colon, including layers of the gastrointestinal tract
- associated glands linked to these components, including salivary glands in the mouth, gall bladder and bile duct
- function of relevant components within the digestive system:
  - o chemical digestion
  - o physical digestion
  - absorption processes

#### B2.12 The process of cellular transport in the small intestine to absorb glucose and amino acids:

- passive transport through the cell surface membrane:
  - o diffusion
  - o facilitated diffusion
- · active transport through the cell surface membrane
- · co-transport mechanisms

## B2.13 The development, impact and management of Crohn's disease:

- · causes of the disease
- · impact on systems within the body and on physical and mental health
- · how common treatments relieve symptoms:
  - o steroids
  - immunosuppressants
  - o changes to diet
  - o biological medicines
  - surgery

#### **Endocrine system**

# B2.14 The role of the components in performing the functions of the endocrine system:

• components of the endocrine system:

- o hypothalamus
- o pituitary
- thyroid
- parathyroid
- adrenals
- ovaries
- o testes
- o pancreas
- functions of relevant components within the endocrine system:
  - the production and secretion of hormones:
  - the activity of common hormones and their specificity in relation to target cells/organs:
    - thyroxine
    - cortisol
    - oestrogens
    - testosterone
    - gastrin
    - growth hormone
    - follicle stimulating hormone (FSH)

# **B2.15** The role of glands and hormones in homeostasis:

- · mechanism of blood glucose level control
- mechanism of osmoregulation
- mechanism of thermoregulation

# B2.16 The development, impact and management of diabetes:

- causes of type 1, type 2, and gestational diabetes
- · impact on systems within the body and on physical and mental health
- how common treatments relieve symptoms:
  - o type 1:
    - insulin injections and pumps
  - o type 2 and gestational:
    - lifestyle changes to promote self-care and better health

metformin medication

#### **Nervous system**

#### B2.17 The role of the components in performing the functions of the nervous system:

- components of the nervous system:
  - o brain
  - o spinal cord
  - o sensory and motor neurones:
    - dendrites, cell body, nucleus, axon, myelin sheath of Schwann cells, nodes of Ranvier, axon endings/terminals and synaptic ends
  - o relay neurones
  - o synapses
  - function of the relevant component of the nervous system:
    - o sensory neurones carry impulses from receptors to the central nervous system (CNS)
    - o motor neurones carry impulses away from the CNS to effectors
    - the process of synaptic transmission and the function of the components of a motor neurone

#### B2.18 The mechanism of nerve impulses via neurones:

- transmission of action potentials along neurones
- mechanism of a reflex action

# B2.19 The development, impact and management of Parkinson's disease:

- · causes of the disease
- · impact on systems within the body and on physical and mental health
- how common treatments relieve symptoms:
  - o supportive therapies
  - levodopa medication
  - o surgery, to include deep brain stimulation

#### Renal system

#### B2.20 The role of the components in performing the functions of the renal system:

- · components of the renal system:
  - o kidney
  - o nephron:

- Bowman's capsule
- glomerulus
- proximal convoluted tubule
- loop of Henle
- distal convoluted tubule
- collecting duct
- o ureter
- o bladder
- o urethra
- · functions of the renal system:
  - o removal of waste products from the body
  - o process of urine production

#### **B2.21** The mechanism of osmoregulation:

- the process of water reabsorption within the nephron via osmosis
- · the role of water potential

# B2.22 The development, impact and management of chronic kidney disease (CKD):

- · causes of the disease
- impact on systems within the body and on physical and mental health
- how common treatments relieve symptoms or cure the disease:
  - o lifestyle changes to promote self-care and better health
  - o dialysis
  - o transplant

#### Integumentary system

# B2.23 The role of the components in performing the functions of the integumentary system:

- · components of the integumentary system:
  - o skin
  - o hair
  - o nails
  - o exocrine glands
- functions of relevant components of the integumentary system:

- o vitamin D synthesis
- protection
- o cutaneous sensation
- excretion

### B2.24 The components and processes involved in temperature regulation:

- the role of the hypothalamus, sweat glands, arterioles and hair erector muscles
- the effect of sweating and shivering on body temperature
- · the effect of vasoconstriction and vasodilation on body temperature

# B2.25 The development, impact and management of atopic eczema:

- · causes of the condition
- · impact on systems within the body and on physical and mental health
- · how common treatments relieve symptoms:
  - o emollients
  - o topical corticosteroids
  - dietary changes
  - o environmental changes (for example, avoiding pollen, allergens, dust)
  - behavioural changes (for example avoiding scratching and certain fabrics, soaps and detergents)

## Reproductive system

# B2.26 The role of the components in performing the functions of reproductive systems:

- the components of the female reproductive system:
  - ovaries
  - o fallopian tube
  - o uterus
  - o cervix
  - o vagina
- the components of the male reproductive system:
  - o penis
  - o urethra
  - o scrotum

- o testes
- o vas deferens
- o seminal vesicles
- prostate
- the functions of the relevant components within the male and female reproductive systems:
  - provides a mechanism for the survival of the species by producing offspring through the combination of eggs and sperm
  - the female reproductive system has 2 functions to produce egg cells and to protect and nourish an offspring until birth
  - o the male reproductive system has one function to produce and deposit sperm

#### **B2.27** The role of hormones in the reproductive systems:

- menstrual cycle regulation:
  - o function of specific hormones:
    - oestrogen
    - progesterone
    - FSH
    - luteinising hormone (LH)
  - o role of negative feedback mechanisms
- · the growth and development of female/male reproductive characteristics

#### B2.28 The development, impact and management of endometriosis:

- causes of the condition
- impact on systems within the body and on physical and mental health
- how common treatments relieve symptoms or cure the condition:
  - o pain relief medication
  - o hormone based treatments
  - o surgery, to include laparoscopy and hysterectomy

# B2.29 The process of in-vitro fertilisation (IVF) in the treatment of infertility:

- the main stages of IVF treatment:
  - o suppression of the natural menstrual cycle
  - stimulating the ovaries to produce more eggs
  - o monitoring of progress

- o egg collection
- o egg fertilisation
- o embryo transfer
- the role of hormones within main stages of IVF treatment:
  - o FSH
- factors affecting the number of embryos transferred:
  - o age
  - o IVF cycle
  - o quality of embryos

#### Cancer

### B2.30 The difference between benign and malignant tumours:

- benign a tumour that is not cancerous, it will not invade nearby tissue or spread around the body
- malignant a tumour that is cancerous, it can invade nearby tissue and spread around the body

#### **B2.31** The development, impact and management of cancer:

- different types of cancer and how common treatments relieve symptoms:
  - o invasive breast cancer:
    - breast conserving surgery and mastectomy
    - monoclonal antibody therapy
    - chemotherapy
    - radiotherapy
    - talking therapies
  - o thyroid cancer:
    - thyroidectomy
    - radioactive iodine treatment
    - talking therapies
  - o non-Hodgkin lymphoma:
    - monoclonal antibody therapy
    - chemotherapy
    - radiotherapy
    - talking therapies

- o acute myeloid leukaemia:
  - chemotherapy
  - bone marrow or stem cell transplants
  - talking therapies
- o germ cell testicular cancer:
  - surgical removal of affected testicle
  - talking therapies
- causes of the condition:
  - o failure of cell cycle leading to cancer
  - o role of mutation in the development of cancer
  - o risk factors for different types of cancers
- impact on systems within the body and on physical and mental health

# Core skills

The employer set project (ESP) requires that students apply and contextualise core knowledge through the demonstration of the following core skills. Parameters have been provided for each skill in order to define what students must be able to demonstrate to fully satisfy the requirements of the ESP.

# CS1: Demonstrate person-centred care skills

## What you need to teach:

The student must be able to:

#### CS1.1. Plan and develop person-centred care including:

- communicate with service users and their families:
  - o adapt communication style to meet the needs (for example the use of appropriate language)
- gather information to inform the care plan including:
  - o views of the individual, their family, carers and healthcare professionals
- explore choices:
  - o discuss options available
  - o consider patient safety
  - o establish what is important to the individual and their family encouraging their contribution
  - discuss the possible outcome of different choices
- establish mutual expectations for individuals, their families and carers:
  - o be clear on your own expectations
  - o understand which areas of care require expectations to be set
  - discuss expectations of individuals, their families and carers by asking questions to establish understanding
  - o come to a mutual agreement and gain commitment
  - o record agreement processing and interpreting any data accurately
- set goals:
  - establish what they want to achieve and by when
  - establish who is responsible
  - o set deadline for when the goals will be reviewed
  - consider patient safety
  - o record plans, processing and interpreting any data accurately

# CS1.2. Provide person-centred care:

- in line with the care plan and patient's wishes
- · respect patient's and service user's rights and dignity
  - o close doors and knock before entering when providing personal care
  - o ensure confidential discussions take place in an appropriate environment
  - where appropriate ensure the patient consents to sharing confidential information with family (for example Gillick competence/Fraser guidelines)
- respect patients in line with equality, diversity and inclusion:
  - o treat all patients fairly with the same access to services available
- demonstrate compassion through language used and acknowledgment of patient's condition asking questions about how they feel:
  - o ask questions throughout and acknowledge how an individual might be feeling
- · regular reviews of the plan:
  - ensure the plan still meets the needs of the individual

(GEC1, GEC6, GDC4)

# **CS2: Communication**

#### What you need to teach:

The student must be able to:

#### CS2.1 Communicate clearly and effectively with a variety of stakeholders including:

- · patients/service users
- customers
- carers
- other health and social care professionals

# CS2.2 Communicate effectively with a variety of stakeholders within the health setting:

- communicate in a clear and unambiguous way, tailoring language and technical information to the audience
- select the most appropriate way of presenting data:
  - use images and other tools (for example visualisations or infographics) to clarify complex information
- ask appropriate questions to test understanding based on the task required:

- o use of probing questions to get further information
- · actively and critically listen to the individual's contributions
- respond to the individual's questions
- speak clearly and confidently when talking to individual, their family and carers:
  - o use appropriate tone and register that reflects the audience
- · display appropriate body language:
  - o demonstrating engagement
  - o openness
- answer the brief/research questions, providing supporting documentation in different formats
- highlight the commercial/business benefits to the individual:
  - use calculations, diagrams and data to support these assertions

#### CS2.3 Use a range of techniques to overcome communication barriers:

- succinctness
- avoiding use of jargon/slang (for example use nonclinical terminology where possible)
- retaining awareness of cultural differences
- use of assistive technology and other communication aids where appropriate (for example braille, hearing loops, digital recorders and reader pens)
- knowing when to refer to a colleague (for example if sign language or translation services are required)
- use nonverbal communication such as gestures to imitate actions (for example eating or drinking)
- use an appropriate space:
  - o free from distractions
  - consider positioning of the individual from the healthcare professional (for example keep appropriate distance)
  - ensure the space offers privacy where required

(GEC1, GEC2, GEC3, GEC6, GMC7, GMC8, GDC1, GDC2, GDC3, GDC6)

# CS3: Team working

## What you need to teach:

The student must be able to:

# CS3.1 Identify the functions of different teams/team members as well as their own role within the wider team:

- · identify hierarchy within teams
- · ask and respond to questions for clarification
- · establish the different expertise within the team
- understand own responsibilities within the wider team:
  - o tasks they are accountable for
  - o deliverables they are accountable for
  - o direct reports (if applicable)

#### CS3.2 Undertake collaborative work demonstrating an ability to:

- · delegate work when appropriate
- · work within the organisation's defined processes
- encourage contributions from other participants
- demonstrate clear communication skills including making relevant and constructive contributions to move discussion forward
- · share thoughts, opinions and ideas
- · establish a common purpose or goal
- · demonstrate adherence to relevant health and safety procedure
- follow standard operating procedure specific to the environment they are working in
- make decisions
- show reliability
- demonstrate respect and trust towards other team members
- · work together to find solutions and problem solve

(GEC6, GMC10)

# **CS4: Reflective evaluation**

#### What you need to teach:

The student must be able to:

# CS 4.1 Undertake reflective practice and record reflections and experiences:

- be able to identify:
  - o what happened
  - o the approach taken
  - o why that approach was taken
  - o what went well
  - o what didn't go well
  - o what could have been done better
  - o how things will be done differently in future to make improvements
- use a range of methods to record reflections and experiences:
  - o short communications
  - o reports
  - o blogs
  - o creative writing

#### CS 4.2 Make improvements to own practice:

- be able to identify and seek out opportunities for continuous professional development and prevent future failings
- be able to request colleague feedback
- accept and act upon any performance related feedback given
- · seeking clarification where appropriate
- self-evaluate:
  - o consider own performance against job specification or objectives
- · monitor own personal progress
- · set personal goals and milestone

(GEC4)

# CS5: Researching

#### What you need to teach:

The student must be able to

#### CS5.1. Apply research skills:

- be able to identify the need for change or improvement in relation to specific areas of practice:
  - utilise experience and clinical judgement
  - o consider risks to patient safety
- be able to carry out a detailed investigation into a specific problem by gathering information from independently sourced materials, originating from autonomous investigation
- be able to study sources, analyse data/information to draw conclusions
- be able to create and carry out a plan for research:
  - outline the scope of your research
  - identify what you would like to achieve
  - how to formulate questions to find further information in relation to a specific area
  - o look into the background information around the specific area of practice
  - collate further relevant information using a range of independently gathered sources and materials
  - o evaluate the information for reliability of the content source and currency
  - use appropriate technology systems for the collection, processing and organisation of data in preparation for use
  - the ability to identify suitable data from research, professionals and patients to allow interpretation and analyse findings

# CS5.2. Apply principles for evidence-based practice to contribute to research and innovation within a specific area:

- apply principles of evidence-based practice:
  - o be able to combine research with clinical expertise and judgement
  - be able to use appropriate technology systems for the collection and processing of data in preparation for use
  - be able to identify suitable data from research, professionals and patients to allow interpretation and analyse findings
  - o be able to articulate findings through a variety of methods
  - o demonstrate effective evaluation skills and draw conclusions to the research
  - o be able to identify potential bias in results

#### What you need to teach:

- o be able to interrogate data
- o be able to critically interoperate data
- o be able to make decisions based on findings
- o be able to make links between independent sources
- contribute to innovation within a specific area:
  - o be able to apply findings in relation to:
    - improving existing practice
    - introduce new or improved ways of working
    - investigate/introduce new and more effective treatment methods

(GEC5, GMC1, GMC4, GMC5, GMC6, GMC7, GMC8, GDC5)

#### **CS6: Presenting**

#### What you need to teach:

The student must be able to:

#### CS 6.1 Present their project findings in a range of formats:

- using digital formats:
  - o video
  - power point
  - o multimedia presentation
- · using non digital formats:
  - verbal delivery
  - white board
  - o flip chart
  - o paper handout
- · tools for the layout of information:
  - o graphics
  - o imagery/diagrams
  - tables
  - o graphs

#### What you need to teach:

- o annotation
- o audio
- o visual
- o animation

#### CS 6.2 Present outcomes to a range of different stakeholders:

- patients/service users
- customers
- carers
- other health and social care professionals

#### CS 6.3 Apply considerations for adapting presentation style when presenting to a range of stakeholders:

- be able to adapt the presentation style to meet the needs of the target audience in relation to:
  - o age
  - o gender
  - cultural differences
  - o educational background
- adapt presentation style to meet the needs of the stakeholder:
  - o amend and tailor language appropriately
  - o set length of presentation to meet the purpose
  - organise information and ideas in a coherent way to suit the length and purpose of the presentation
  - o summarise information where necessary
  - o test understanding by asking and responding to questions

(GEC1, GDC2)

#### **Occupational specialism: Dental Nursing**

#### General Dental Council (GDC) approval of the Dental Nursing Occupational Specialism

A decision on approval of the programme will not be made by the GDC until inspection of the programme and examinations has been completed. This will take place when one full cohort has completed the programme.

#### **GDC**

The GDC is the UK-wide statutory regulator of the dental sector. Its primary purpose is to protect patient safety and maintain public confidence in dental services. To achieve this, it registers qualified dental professionals, sets standards for the dental team, investigates complaints about dental professionals' fitness to practise and works to ensure the quality of dental education.

#### Safe beginner

As defined by the GDC, a safe beginner 'is a rounded professional who, in addition to being a competent clinician and/or technician, will have the range of professional skills required to begin working as part of a dental team and be well prepared for independent practice. They will be able to assess their own capabilities and limitations, act within these boundaries and will know when to request support and advice.'

This occupational specialism intends to enable students to demonstrate that they have the knowledge, skills and attitudes expected of a dental nurse at the level of a 'safe beginner'. Students will, therefore, be able to use this qualification (pending GDC approval) to support registration with the GDC.

#### **GDC** learning outcomes

As defined in the Preparing for Practice document, the GDC has created a set of learning outcomes that aim to provide students with the knowledge, skills, attitudes and behaviours needed to qualify as a dental nurse.

NCFE has mapped these learning outcomes into all knowledge and skills statements within this occupational specialism.

Details of the mapping can be found at the end of each knowledge and skill statement.

There are also 7 overarching outcomes that underpin the GDC learning outcomes.

Upon successful completion of this Dental Nursing specialism, students will be able to fulfil the overarching outcomes as follows:

- practise safely and effectively, making the high-quality long-term care of patients the first concern
- recognise the role and responsibility of being a registrant and demonstrate professionalism throughout education, training and practice in accordance with GDC guidance
- · demonstrate effective clinical decision making
- describe the principles of good research, how to access research and interpret it for use as part of an evidence-based approach to practice
- apply an evidence-based approach to learning, practice, clinical judgment and decision making and utilise critical thinking and problem-solving skills
- accurately assess own capabilities and limitations, demonstrating reflective practice, in the interest of highquality patient care and act within these boundaries

#### **Gateway content**

For the Dental Nursing occupational specialism, providers must pay attention to the following requisite knowledge and skills that students must be taught and assessed on prior to providing patient care and entering the industry placement. The assessment will be in the form of a bridging module and e-portfolio. Providers must refer to the relevant assessment dates and plan their delivery accordingly. Although this content forms part of the occupational specialism, since students must undertake them prior to providing patient care and accessing the industry placement, it is recommended that they are delivered and assessed in year 1.

- K1.1 How the following health and safety legislation and regulations relate to a dental setting
- K1.2 The purpose and requirements of the following legislation and guidance relating to health, safety and welfare in dental settings
- K1.3 The permitted duties of a dental nurse as defined in the General Dental Council scope of practice guidance
- K1.4 The role of other members of the regulated dental team as defined in the General Dental Council scope of practice guidance
- K1.6 The role of regulators in dental services in England
- K1.9 The importance of remaining up to date with infection control
- K1.10 How the use of personal protective equipment (PPE) supports infection control
- K1.11 The recommended vaccination requirements to work in a dental setting
- K1.12 The responsibilities of the dental team in relation to Health Technical Memorandum (HTM) 01-05: Decontamination in primary care dental practices
- K1.13 The purpose of standard precautions when carrying out decontamination and sterilisation in a dental setting
- K1.14 amounts of materials of the decontamination process
- K1.15 The key stages to practise hand hygiene
- K1.17 How to apply the national colour-coding scheme for cleaning materials and equipment in a dental setting
- K1.18 The significance of the design of a dental surgery and decontamination room in relation to infection control
- K1.19 Where decontamination and sterilisation of reusable instruments must take place
- K1.20 The different clinical areas that require decontamination
- K1.21 How to comply with waste segregation and classification
- K1.22 The different procedures required for at-risk systems and instruments
- K1.23 Potential routes of transmission of pathogens in a dental setting
- K1.30 How to present, view and store manual and digital radiographs
- K1.31 The potential consequences of exposure to ionising radiation
- K1.32 How processing chemicals are handled, stored and disposed of
- K1.33 How to manage a spillage of processing chemicals
- K1.50 How to apply the General Dental Council's 9 principles of practice to the role of a dental nurse

- K1.51 Signs and symptoms of abuse and neglect common to a dental setting
- K1.52 How to signpost to national and local safeguarding systems
- K1.56 Primary signs and symptoms of medical emergencies
- K1.57 Actions that can be carried out by a dental nurse in the event of a medical emergency
- K1.58 Who is permitted to deal with a medical emergency
- K1.59 The emergency drugs and equipment that must be contained within a dental setting
- K1.60 The drugs associated with a medical emergency
- K1.66 How to raise concerns about own or others' health, behaviour or professional performance
- S1.67 Apply knowledge of health and safety legislation, regulations and guidance in order to contribute to a safe and clean working environment, and safe patient care
- S1.68 Adhere to guidelines and regulations in respect to the use of PPE and appropriate dress in the clinical environment
- \$1.79 Recognise faults in manual and digital radiographs
- S1.84 Follow the duty of candour principles when something has gone wrong with a patient's treatment or care
- S1.86 Follow all standards, codes of conduct and health and safety requirements/legislation, in relation to duty
  of care
- \$1.92 Act as a patient advocate
- S1.94 Accurately assess a medical emergency
- S1.95 Manage and support the dental team in managing a medical emergency
- K2.10 The purpose of direct access
- K2.11 Enhanced continuing professional development (ECPD) requirements for dental nurses
- K2.12 The purpose of a personal development plan (PDP)
- K2.13 The importance of maintaining a PDP and ECPD
- K2.14 The required standards of personal behaviour, as defined by the General Dental Council Standards for the Dental Team
- K3.5 How IT and electronic recording systems are used within a dental setting
- K3.6 The possible consequences of recording inaccurate patient information

Further information to support these knowledge and skills statements can be found in the mandatory content section below. Items marked with an asterisk after the reference number relate to the gateway content mentioned above.

Knowledge and skills are set out side-by-side within their themed sections. The numbering is sequential throughout the performance outcome, from the first knowledge statement, following on through the skills statements. The 'K' and 'S' indicate whether the statement belongs to knowledge or skills.

#### **Mandatory content:**

Performance outcome 1: Carry out a range of dental procedures to support dental professionals at 'chairside'

**Performance outcome 2**: Provide factual information and up-to-date advice to help patients to maintain and improve their oral health

**Performance outcome 3:** Accurately record patients' dental information to contribute to their treatment and dental care on dental charts, using technology where appropriate

**Performance outcome 4:** Prepare, mix and handle filling and impression material in an appropriate and timely way

#### **Glossary**

#### **Dental professional**

All registered members of the dental team.

#### **Duty of candour**

Legal obligation to be open and honest with individuals and/or their families about incidents as promptly as possible.

#### **Duty of care**

A legal obligation to always act in the best interest of individuals and others – do not act or fail to act in a way that results in harm; act within your competence and do not take on anything you do not believe you can safely do.

#### **Family**

The people identified by individuals who are significant and important to them.

#### Individual

A person who may require care, assessment, investigation, support or treatment.

#### **Patient**

A person receiving care, support or treatment. Includes adults, children and young people, older adults, and those with additional needs.

#### Person-centred care

Focussing care on the needs, values and preferences of the individual and ensuring any clinical decisions are guided by these needs, values and preferences.

#### Scope of practice

Sets out the limits of responsibility and ensures individuals do not undertake work outside of training or competence.

## Performance outcome 1: Carry out a range of dental procedures to support dental professionals at 'chairside'

Legislation, regulations and health and safety					
Knowl	ledge – What you need to teach	Skills – What you need to teach			
The student must understand:		The student must be able to:			
K1.1*	How the following health and safety legislation and regulations relate to a dental setting:	S1.67* Apply knowledge of health and safety legislation, regulations and guidance in order to contribute to a safe and clean working environment, and safe patient care, by:			
	<ul> <li>Health and Safety at Work etc. Act 1974         <ul> <li>sets out regulations for what employers are required to do to protect the health, safety and welfare at work of employees and patients:</li> <li>providing internal policies and procedures to staff, such as, procedures to report and minimise hazards and risks in a dental setting, reporting and whistleblowing policies</li> <li>ensuring all staff use only equipment, instruments and materials that they have been trained to use in a dental setting, and in line with legal, organisational and manufacturers' instructions</li> <li>ensuring all staff take reasonable care of their own and others safety in a dental setting</li> </ul> </li> </ul>	<ul> <li>environment, and sare patient care, by:</li> <li>complying with legislation, regulations and guidance</li> <li>working in accordance with the standards for the dental team, the standards of conduct, performance and ethics and within own scope of practice</li> <li>working together in a way which does not endanger self, staff or patients, including working in an ergonomic way</li> <li>identifying, assessing and reporting risks and hazards, as necessary</li> <li>contributing to health and safety improvements, as necessary</li> <li>adhering to fire evacuation procedures, as necessary</li> <li>Relationship to GDC learning outcomes: 1.8.3, 4.1, 7.1, 7.2, 8.2, 10.6,11.3, 12.1,12.5</li> </ul>			
	<ul> <li>Health and Safety (First-Aid)         Regulations 1981 – sets out regulations         for what employers are required to do to         keep employees safe:         <ul> <li>providing internal policies and                   procedures, including adequate and                   appropriate equipment, facilities, and                   personnel to ensure employees and</li> </ul> </li> </ul>	<ul> <li>S1.68* Adhere to guidelines and regulations in respect to the use of PPE and appropriate dress in the clinical environment, by:</li> <li>wearing PPE appropriate to the procedure (for example, cuffed glove gown, mask, eye protection, gloves, apron, head coverings)</li> <li>putting on and removing PPE in the correct</li> </ul>			

if they are injured or taken ill at work

o putting on order: uniform, apron, mask, eye

protection then gloves

- Control of Substances Hazardous to Health (COSHH) Regulations 2002 and subsequent amendments 2004 – sets out regulations for what employers are required to do to control substances hazardous to health:
  - ensuring that a COSHH assessment is carried out on all hazardous substances within a dental setting, such as filling materials and cleaning agents, ensuring chemicals and materials are stored correctly and rotation procedures are in place
- Hazardous Waste (England and Wales)
  Regulations 2005 sets out regulations
  for the control and tracking of
  hazardous waste:
  - ensuring the use of separate disposal containers for hazardous waste, such as sharps, soft clinical waste, out-of-date medicines, filling materials, amalgam waste – hazardous waste must be disposed of through a licensed waste carrier
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) – sets out the regulations for what employers and employees are required to do in relation to recording and reporting serious workplace accidents, occupational diseases and specified dangerous occurrences ('near misses'), applicable to both employees and patients:
  - providing staff with appropriate processes and procedures and ensuring all staff are trained
- The Personal Protective Equipment at Work (Amendment) Regulations 2022 – sets out the regulations for what employers are required to do in relation

- removal order: gloves, apron, eye protection, mask, uniform
- wearing clinical dress (for example, scrubs, flat and closed shoes)
- limiting clinical dress to the dental working environment only, including footwear
- having clean, short fingernails, no nail varnish or false nails
- removing unnecessary jewellery, make up, false eyelashes
- always being bare below the elbow

Relationship to GDC learning outcomes: 12.5

to providing personal protective equipment (PPE) to reduce harm to employees and patients:

- ensuring adequate PPE is available to all staff and patients (for example, use of disposable masks, gloves)
- Regulatory Reform (Fire Safety) Order 2005 – sets out the regulations for health and safety requirements employers are required to have in place relating to fire safety:
  - ensuring fire safety measures are implemented, carrying out risk assessments, ensuring accessible exit routes, providing staff with instruction and training

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 7.2, 12.5

# K1.2\* The purpose and requirements of the following legislation and guidance relating to health, safety and welfare in dental settings:

- Ionising Radiation Regulations 2017 sets out the regulations for what employers are required to do in relation to protecting patients and the dental team from unnecessary exposure to radiation (for example, ensuring the dental equipment is maintained correctly)
- Ionising Radiation (Medical Exposure)
   Regulations 2017 (IR(ME)R 2017) set
   out the regulations for what employers
   are required to do in relation to
   protecting patients and the dental team
   from unnecessary exposure to radiation
   by minimising the X-ray exposure time
   to as low as reasonably possible
- General Dental Council (GDC) Scope of Practice guidance – sets out the roles of

the individual registrant groups, including the permitted duties of a dental nurse

- GDC Standards for the Dental Team sets out standards of conduct, performance and ethics that govern the dental team. It specifies the principles, standards and guidance which apply to all members of the dental team. It also sets out what patients can expect from their dental professionals
- Health Technical Memorandum (HTM)
   01-05 Decontamination in primary care dental practices: sets out the essential quality requirements and best practice in the management of reusable dental instruments and infection control in the primary dental care environment
- Health Technical Memorandum 07-01 –
  Safe management of healthcare waste:
  sets out the environmental benefits for
  the safe management and disposal of
  healthcare waste, as well as the
  requirement to keep an audit of waste
  disposal

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 7.1, 7.2, 12.5

### K1.3\* The permitted duties of a dental nurse as defined in the GDC Scope of Practice:

- preparing and maintaining the clinical environment, including equipment
- carrying out infection prevention and control procedures to prevent physical, chemical, and microbiological contamination in the surgery or laboratory
- recording dental charting and oral tissue assessment as per other registrants' instructions

- preparing, mixing, and handling dental biomaterials
- providing chairside support to the dental professional during treatment
- keeping full, accurate and contemporaneous patient records
- preparing equipment, materials, and patients for dental radiography
- processing dental radiographs
- monitoring, supporting and reassuring patients
- giving appropriate patient advice
- supporting the patient and their colleagues in instances of medical emergency
- making appropriate referrals to other health professionals

Relationship to GDC learning outcomes: 1.5.2, 1.7.6, 1.8.1, 1.8.3, 8.3, 11.2, 11.3, 12.5

## K1.4\* The role of other members of the regulated dental team as defined in the GDC Scope of Practice guidance:

- orthodontic therapists:
  - registered dental professionals who carry out certain parts of orthodontic treatment under prescription from a dentist
- dental hygienists:
  - registered dental professionals who help patients maintain their oral health by preventing and treating periodontal disease and promoting good oral health practice; they administer treatment directly to patients or under prescription from a dentist

- dental therapists:
  - registered dental professionals who administer certain items of dental treatment directly to patients or under prescription from a dentist
- dental technicians:
  - registered dental professionals who make dental devices to a prescription from a dentist or clinical dental technician; they also offer repair dentures directly to members of the public
- clinical dental technicians (CDT):
  - registered dental professionals who provide complete dentures direct to patients and other dental devices on prescription from a dentist; they are also qualified dental technicians; patients with natural teeth or implants must see a dentist before the CDT can begin treatment; CDTs refer patients to a dentist if they need a treatment plan or if the CDT is concerned about the patient's oral health
- dentists:
  - registered dental professionals who can carry out all treatments as defined in the GDC Scope of Practice guidance

Relationship to GDC learning outcomes: 1.5.2, 1.7.6, 8.2, 8.3, 11.3, 11.4

- K1.5 The legal requirements to maintain and protect patients' information, as set out in the GDC Standards for Dental Team:
  - keeping up to date, complete, clear, accurate and legible records – contemporaneous

- ensuring personal details are kept confidential
- facilitating patients' access to dental records on request (for example, via The Freedom of Information Act 2000)
- ensuring records are stored securely
- ensuring records are proportionate to needs
- ensuring patients are aware of how their information will be processed and used

Relationship to GDC learning outcomes: 1.2.1, 1.8.5, 5.2, 6.4, 7.1

### K1.6\* The role of regulators in dental services in England:

- NHS England and NHS Improvement commission dental services to meet local needs (for example, the provision of NHS dental care in a dental practice)
- Care Quality Commission monitor, inspect and regulate health services, including dental services, to ensure they meet fundamental standards of quality and safety
- GDC regulate dental professionals in the UK to maintain professional standards for the benefit of patients

Relationship to GDC learning outcomes: 12.4

# K1.7 The relationship between National Institute for Health Protection (Public Health England) and NHS England and Improvement in the planning of dental service delivery:

 working together to ensure equity of healthcare provision (for example, ensuring all areas of England have access to NHS dental care)

 consistent approach to preventative advice given to all patient groups

Relationship to GDC learning outcomes: 2.2

#### K1.8 How dental care is delivered in England:

- primary dental care:
  - salaried dental services (for example, special care services, prison services, ministry of defence)
  - NHS dental practices may also provide private dental care, which may be operated by dental corporate bodies or be owned by an individual dentist or group of dentists
  - private dental practices may provide some specialist services such as endodontics, orthodontics
- secondary dental care:
  - NHS hospital trusts or private hospitals – carry out specialist dental services such as oral surgery, maxilla facial surgery and orthodontics

Relationship to GDC learning outcomes: 2.2

Infection control					
Knowledge – What you need to teach		Skills – What you need to teach			
K1.9*	The importance of remaining up to date with infection control:  complying with GDC requirements  ensuring best practice is maintained  ensuring early adoption of improved infection control practice	S1.69 Carry out hand hygiene, at the key stages, to minimise the spread of infection, with reference to the Health Technical Memorandum 01-05: Decontamination in primary care dental practices, including:  • hand washing  • hand drying			

improving patient and workplace safety
 Relationship to GDC learning outcomes:
 1.1.7

### K1.10\* How the use of PPE supports infection control:

- mask reduction in airborne particles/contaminants
- gloves reduction in crosscontamination via touch
- gowns reduction in crosscontamination from, or onto clothing

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.2

## K1.11\* The recommended vaccination requirements to work in a dental setting, including:

- purpose of vaccinations
- recommended vaccinations
- vaccination schedule

Relationship to GDC learning outcomes: 1.1.7, 12.5

# K1.12\* The responsibilities of the dental team in relation to Health Technical Memorandum 01-05: Decontamination in primary care dental practices:

 decontaminating and sterilising all reusable instruments, equipment and surgery surfaces before and after each decontamination process cycle

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.2, 1.8.3, 12.5

## K1.13\* The purpose of standard precautions when carrying out decontamination and sterilisation in a dental setting:

 to prevent cross-contamination of pathogens • skin care

Relationship to GDC learning outcomes: 1.8.2, 1.8.3, 12.5

# S1.70 Carry out instrument, handpiece and surface inspection and pre-sterilisation cleaning, in accordance with regulations, provisions and knowledge of good practice in the dental environment:

- instruments:
- placing any dirty instruments and trays into the appropriately labelled and sealed box
  - transporting the sealed box to a decontamination room
  - wearing heavy duty gloves, eye protection and disposable plastic apron when in the decontamination room and when transferring items from box to sink
  - visually inspecting the items with a magnifying light to ensure they are not broken and there is no gross contamination
  - manually cleaning items by immersing in water, using a separate sink for rinsing
  - where available, placing items in an ultrasonic bath or washer disinfector
  - re-inspecting the items to ensure no damage or contamination, and reprocessing if necessary
  - placing instruments onto metal tray and loading autoclave as per manufacturers' instructions
  - packaging and labelling (including date)
     before storing appropriately
  - checking autoclave log to ensure sterilisation has been completed
- · handpieces:

- to protect patients and staff from infection
- to promote a common standard for all

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.3, 12.5

## K1.14\* The key stages of the decontamination process:

- inspection a visual inspection for cleanliness, wear and damage, taking place at key stages within the decontamination process (pre- and post-sterilisation cleaning and after sterilisation)
- pre-sterilisation cleaning
   – disinfection:
   an essential prerequisite for sterilisation
   which will reduce the risk of
   transmission of pathogens
- sterilisation the use of an autoclave to kill pathogens
- storage to protect the instruments against the possibility of recontamination by pathogens, stored in suitable sealed view pack and dated to ensure the instruments are used in date order and before expiry

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.2, 1.11.1

#### K1.15\* The key stages to practise hand hygiene:

- before and after each treatment session
- when putting on and removing PPE
- following manual cleaning of dental instruments
- before contact with instruments that have been autoclaved
- after cleaning or maintaining decontamination devices used for dental instruments

- placing any dirty handpieces into the appropriately labelled and sealed box
- transporting the sealed box to a decontamination room
- wearing heavy duty gloves, eye protection and disposable plastic apron when in the decontamination room
- visually inspecting the items using a magnifying light to ensure it has not broken and there is no gross contamination
- using dental lubrication unit to internally cleanse and oil items
- re-inspecting the items to ensure no damage or contamination, and reprocessing if necessary
- placing items into autoclave as per manufacturers' instructions
- packaging, labelling (including date) and storing appropriately
- checking autoclave log to ensure sterilisation has been completed
- surfaces:
  - using disinfectant or detergent to clean all surfaces touched, or subject to aerosol generation droplets, between patients

Relationship to GDC learning outcomes: 1.8.1, 1.8.2, 1.8.3, 1.11.1, 12.5

# S1.71 Disinfect dental impressions, prosthetics and orthodontic devices, following a multi-step process and in accordance with manufacturers' instructions:

- immediately after removing from the mouth, any device should be rinsed under clean running water until the device is visibly clean
- disinfect device according to the manufacturer's instructions

 after completion of decontamination work

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.2

#### K1.16 How to manage a sharps injury:

- encouraging the injury to bleed
- placing the injured area under running water
- washing the injury under running water with soap
- drying and covering with a plaster/dressing
- seeking guidance from occupational health or accident and emergency
- following reporting procedures of the dental setting

Relationship to GDC learning outcomes: 1.1.7

## K1.17\* How to apply the national colour-coding scheme for cleaning materials and equipment in a dental setting:

- washrooms (for example, toilets and floors) – red
- low risk areas (for example, waiting room) – blue
- clinical and isolation areas (for example, decontamination room) – yellow
- food prep areas (for example, kitchens, including satellite kitchens) – green

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.2, 1.11.1

## K1.18\* The significance of the design of a dental surgery and decontamination room in relation to infection control, including:

 the requirement for minimal, easy to clean surfaces

- after disinfection, the device should be thoroughly washed (this process should occur before and after any device is placed in a patient's mouth
- any devices that are to be returned to a supplier/laboratory/sent out of the practice, must have a label to indicate that a decontamination process has been used

Relationship to GDC learning outcomes: 1.8.1, 1.8.2, 1.8.3, 12.5

## S1.72 Follow the established guidelines for surgery zoning through demonstrating the use of clean and dirty areas in a dental setting, by:

- wearing PPE appropriate to the procedure (for example, cuffed glove gown, mask, eye protection, gloves, apron, head coverings)
- identifying clean and dirty zones to avoid cross-contamination
- maintaining the clean and dirty zones appropriately
- ensuring all sterile clean instruments are placed in a clean area
- ensuring all used instruments are placed in a dirty area
- following established guidelines if crosscontamination occurs

Relationship to GDC learning outcomes: 1.8.1, 1.8.2, 1.8.3, 1.11.1, 12.5

- surgery zoning
- ergonomic design
- ventilation and airflow
- effective flow of dirty to clean instruments

Relationship to GDC learning outcomes: 1.1.7, 1.8.1

## K1.19\* Where decontamination and sterilisation of reusable instruments must take place:

 within a decontamination room, to include a dirty zone and a clean zone

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.2, 1.11.1

### K1.20\* The different clinical areas that require decontamination:

- dental surgery/operating area:
  - o dental operating unit
  - working surfaces and sinks
- decontamination area:
  - o working surfaces and sinks
  - o instrument storage areas

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.2, 1.11.1

### K1.21\* How to comply with waste segregation and classification:

- sharps box clinical waste (for example, used needles)
- orange bag infectious clinical waste (for example, used gauze)
- rigid leak proof container liquid wastes (for example out-of-date medicines and used developer and fixer waste)

- yellow bag with black stripe offensive or hygiene waste (for example, used PPE, tissue)
- amalgam waste pot hazardous waste (for example, teeth that contain amalgam)
- black bag domestic waste (for example, kitchen and staffroom waste)

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.2, 1.11.1

## K1.22\* The different procedures required for at risk systems and instruments:

- at risk systems:
  - at the start of each working day, water lines should be run through
  - water lines must be flushed through and purged at the end of each working day
  - where manufacturers provide protocols for daily cleaning, these must also be applied
- instruments and handpieces:
  - decontamination of instruments and handpieces, single use instruments must be disposed of immediately after use, non-single use instruments and handpieces must go through a decontamination and sterilisation process and stored appropriately

Relationship to GDC learning outcomes: 1.1.7, 1.8.1, 1.8.2, 1.8.3, 1.11.1

### K1.23\* Potential routes of transmission of pathogens in a dental setting:

- · direct transmission: patient contact:
  - bodily fluids (for example, via a needle stick (sharps) injury)

- airborne (for example, via inhalation of potential infected airborne particles)
- indirect transmission: surface or material contact:
  - touching an infected surface or material (for example, via an infected cotton bud)

Relationship to GDC learning outcomes:

1.1.7

#### Instruments and equipment used in the dental surgery

#### Knowledge - What you need to teach

## K1.24 The application of a range of commonly used instruments and equipment in a dental surgery:

- the dental operating unit (for example, where the patient sits) supports all the instruments that are to be used:
  - adjustable dental light to illuminate the patient's mouth
  - adjustable dental chair to position the patient
  - aspirator unit or mobile cart –
     suction to remove water and debris
     from the patient's mouth
  - spittoon the receptacle that allows a patient to rinse their mouth
  - adjustable bracket table the host for the dental hand pieces, equipment and in-use dental instruments

#### Skills - What you need to teach

## S1.73 Undertake audit, testing and maintenance of equipment used in the dental surgery:

- referring to manufacturer's instructions/legislative requirements to check auditing, testing and maintenance of equipment schedules
- maintaining appropriate records of when audits, testing and maintenance of equipment has taken place
- checking equipment connections (for example, power leads)
- ensuring equipment has full range of expected movement (for example, X-ray units, dental operating light)
- carrying out relevant pre-use checks for each piece of equipment, including:
  - o autoclaves:
    - carrying out pressure and steam penetration test
    - checking the water levels

- foot switch to enable operation of the hand pieces and, in some instances, the three-in-one syringe
- X-ray equipment imaging images used to aid diagnosis, prognosis and treatment:
- intraoral X-ray unit generates the electrical power to take an image of a film that is placed inside the patient's mouth
- extraoral X-ray unit (for example, ortho panoramic units) – used to take an external image of the patients' teeth and alveolar bone
- intraoral films to capture images.
   Differing film sizes are used (for example, periapical (child and adult), bite wings and occlusal)
- processing unit manual chemical unit and computer processing – to convert films and receptors into images
- hand instruments a range of instruments used in dental procedures:
  - oral health assessment instruments, including mirror, probe, tweezers, periodontal probe
- conservation instruments including mirror, probe, tweezers, periodontal probe, excavator, trimmer, flat plastic, carver, ball ended burnisher, amalgam plugger
- periodontal instruments including mirror, tweezers, periodontal probe, scalers
- orthodontic instruments including mirror, probe, tweezers, plyers, wire cutters, needle holder, end tucker, band

- checking the scheduled maintenance is in date
- washer disinfector:
  - testing the chemical dosing
  - checking for leaks
  - cleaning filters
  - checking the disinfectant levels
- radiograph processing equipment (manual):
  - carrying out the process control strip to test chemical condition and processor operation
- o dental X-ray unit:
  - checking the correct collimators are available
  - refreshing the chemicals to replenish developer
  - fixer and water when required as indicated by the use of a test film
- digital X-ray computer:
  - ensuring there is an internet connection and that it is connected to the networks
- ultrasonic bath:
  - carrying out a protein test and foil test
  - changing chemical solution as and when required as indicated by the audit test and in line with the manufacturer's instructions
- o medical emergency drugs and equipment:
  - checking and recording weekly that all drugs and equipment are present and within expiry date
  - checking integrity of the oxygen tank
  - checking there is available oxygen

- pushers, bracket remover, band remover
- oral surgery instruments including mirror, probe, tweezers, upper and lower forceps for deciduous and permanent teeth, elevators and luxators
- prosthetic instruments including mirror, probe, tweezers, shade guide, articulating paper holder, wax knife,
   Willis bite gauge, carver, pliers, occlusal plane
- autoclaves used to sterilise reusable instruments
- ultrasonic bath used to remove debris from instruments prior to sterilisation
- washer disinfector used to pre-clean instruments prior to sterilisation
- handpiece straight, slow speed, high speed, surgical – motorised tool used at varying speeds to host the bur, which removes and smooths hard dental tissues and materials
- burs (bit) each type of handpiece has specific fitting burs: burs are used for different functions and procedures such as the removal of hard dental tissues and materials

Relationship to GDC learning outcomes: 1.8.1, 1.11.1, 12.1, 12.2

## K1.25 The purpose of auditing, testing and maintaining dental equipment:

- to ensure the legal compliance and safe and efficient operation of equipment
- to ensure patient and staff safety
- to identify any equipment which is not working
- to reinforce good practice

- checking all additional equipment is present for use to support the delivery of oxygen (for example, masks and tubes)
- checking the expiry date of the pads in the defibrillator and the battery life
- checking the function of the portable suction

#### water:

- checking water supply hygiene
- checking water temperature
- checking water is circulating in the right way
- o dental materials fridge temperature check:
  - checking and recording the fridge's daily temperature on the log
  - logging contents of fridge
- o dental operating unit:
  - checking the water and air supply
  - checking the aspirator is working
  - flushing the unit
  - checking the dental light is working
  - checking the dental chair is fully operating and the upholstery of the seat is intact

#### o waterlines:

 rinsing these through for required amount of time – 2 minutes

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 1.11.1, 1.11.4, 12.1

S1.74 Comply with the guidance detailed within the Health Technical Memorandum 01-05 for the storage, use and post-use of equipment and instruments (wrapped and unwrapped), including:

Relationship to GDC learning outcomes: 12.1, 12.2

- K1.26 Specific equipment which requires daily pre-use checks, in accordance with manufacturers' instructions:
  - dental operating unit
  - autoclaves
  - washer disinfector
  - radiograph processing equipment manual
  - dental X-ray unit
  - ultrasonic bath
  - medical emergency drugs and equipment
  - water
  - dental materials fridge temperature check

Relationship to GDC learning outcomes: 1.8.3, 12.1, 12.2

- K1.27 Specific equipment which requires a service engineer validation check:
  - autoclave to check the integrity of the pressure vessel and steam valve and cycle times
  - washer disinfector to check the water pressure, cycle times and dosing of the cleansing agent
  - X-ray unit radiological and electromechanic checks

**Relationship to GDC learning** outcomes: 12.1, 12.2

- K1.28 How electricity, water and compressed air support the operation of the dental unit:
  - electricity:

- bagging, storing, dating and using within the time frame, or reprocessed
- keeping equipment and instruments dry
- protecting from contamination

Relationship to GDC learning outcomes: 1.8.2, 1.8.3, 1.11.1, 12.1, 12.2

- S1.75 Work in a safe and timely manner in accordance with workplace and legislative requirements to prepare the clinical environment before the dental team perform a range of dental procedures on patients:
  - checking any specific patient requirements booked in for the day (for example, any additional needs)
  - checking the planned procedures for the day and ensuring any specialist equipment is available
  - setting up the dental operating unit by:
    - turning on the electric supply to the dental operating unit
    - filling the bottle with freshly distilled/reverse osmosis water and fitting to the dental operating unit, running water through the handpiece for 2 to 3 minutes
    - turning on the air supply to the dental operating unit
  - checking the dental light turns on and off and can be moved
  - checking the handpiece operation
  - checking water supply and drainage of the spittoon
  - checking the suction of the aspirator
  - checking and preparing ultrasonic scaling unit, if separate dental operating unit, by turning it on, checking the water is running through it for 2 to 3 minutes

- powers the dental unit
- water:
  - used to clean the spittoon
  - used to wash, flush and cool the tooth during operation of dental handpiece and ultrasonic scaler
  - o used by patients for rinsing
- compressed air supply:
  - used to drive the slow and highspeed handpieces
  - used in 3-in-1 syringe for clearing debris or saliva
  - provides the suction for aspiration unit

Relationship to GDC learning outcomes: 1.8.1, 1.11.1, 12.1

- K1.29 The purpose and operation of the filling material mixing unit and impression material mixing unit:
  - filling material mixing unit amalgamator:
    - purpose to mix amalgam and glass lonomer capsules into a workable state
    - operation different mixing times are used depending on the material
  - impression material mixing:
    - purpose to mix the silicone base and catalyst in an even and uniform manner and to ensure a smooth mix of alginate and water
    - operation the correct ratio
       dispensing tip must be used (as per
       the manufacturer's instructions)

Relationship **to GDC learning outcomes**: **1.8.1, 1.11.1, 1.11.3, 12.1** 

- checking X-ray unit by checking to see if the collimator is fitted and if not ensuring this is close by
- checking the operation of the light cure unit
- checking the operation of the 3 in 1 air water syringe by checking water and air supply
- checking stock levels of materials and consumables and any fixed or removable prosthetics are available for patients

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 1.11.1, 10.2, 12.1

- S1.76 Work in a safe and timely manner in accordance with workplace and legislative requirements to maintain hygiene and safety of the clinical environment during dental procedures on patients such as extractions, fillings and radiographs, including:
  - ensuring adequate time allocated to dental procedures
  - complying with uniform and PPE requirements for the dental procedure
  - ensuring the patient has the required PPE for the dental procedure

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 1.11.1, 10.2, 12.1

- S1.77 Close down the dental surgery in line with the decontamination protocols and manufacturers' instructions, and ensure that the surgery is secure, including electricity, water and air supply, by:
  - wearing PPE when carrying out closing down procedures
  - turning off the air, water and electric supply to the dental operating unit
  - turning off the light
  - removing water bottle, turning upside down to drain, and drying it ready for the next day

## K1.30\* How to present, view and store manual and digital radiographs:

- presenting mounting radiographs, including:
  - clear patient identification (for example, name, DOB and NHS number)
  - o date radiograph was taken
  - o correct orientation
- viewing radiographs:
  - digital use of appropriate software and PC
  - manual use of radiographic light box (for example, viewer)
- storing radiographs:
  - must be stored securely, in accordance with the manufacturer's guidance and alongside patient records; can be stored either manually or electronically

Relationship to General Dental Council learning outcomes: 1.8.1, 1.8.3, 1.11.1, 1.11.4, 12.1

## K1.31\* The potential consequences of exposure to ionising radiation:

- adverse foetal effects in pregnancy
- damage to cells in the body which may lead to cancer (for example, skin cells)

Relationship to GDC learning outcomes: 1.8.1, 12.1

#### K1.32\* How processing chemicals are:

- handled:
  - in line with manufacturers' recommendations
  - wearing appropriate PPE

- purging the water lines
- closing down and purging ultrasonic scaling unit
- flushing and disinfecting the spittoon and aspirator
- segregating and disposing of waste
- removing dirty instruments into the decontamination room
- turning off amalgamator
- turning off the X-ray unit
- turning off the computer
- turning the unit off
- flushing water lines
- removing and cleaning filters and storing correctly
- flushing spittoon with cleaning agent
- ensuring all dirty instruments have been taken to decontamination room
- · decontaminating the surgery

Relationship to GDC learning outcomes: 1.8.1, 1.8.2, 1.8.3, 1.11.1, 12.1, 12.5

#### S1.78 Process manual and digital radiographs:

- manual:
  - following manufacturers' instructions regarding the safe use of the developer and fixer and safe operation of the processing unit
  - presenting mounting the film
- digital
  - using digital devices competently and securely
  - o following manufacturers' instructions

(General Digital Competency 1)

- COSHH assessment in place
- stored:
  - in line with manufacturers' recommendations
  - o easily accessible
- disposed of:
  - in clearly identified waste containers
  - o through a licensed waste carrier

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 1.11.1, 1.11.4, 12.1

### K1.33\* How to manage a spillage of processing chemicals:

- securing the area
- isolating the spillage
- absorbing spillage with inert material (for example, sand)
- disposing of according to local/national regulations
- avoiding contact with skin, eyes and clothing and wearing appropriate PPE as necessary

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 1.11.1, 1.11.4, 12.1

## K1.34 The importance of closing down the dental operating unit and associated equipment:

- to prevent cross-contamination
- · to ensure electrical, air and water safety
- to ensure the safety of out-of-hours staff (for example, cleaning staff)

Relationship to GDC learning outcomes: 1.8.1, 12.1

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 1.11.4, 12.1

## S1.79\* Recognise faults in manual and digital radiographs including:

- over and under-exposure of the film
- incorrect orientation
- · incorrectly developed
- image artefacts
- · incorrect chemicals used
- poor timing of the processing

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 1.11.4

Anatomy and physiology						
Knowledge – What you need to teach		Skills – What you need to teach				
K1.35	• facial	pecific anatomy and physiology: anatomy and structure: the skull:	S1.80	Apply knowledge of anatomy and physiology to all activities which support dental team members carrying out treatment and oral		
	o th	maxilla:		<ul><li>health initiatives, including:</li><li>reviewing patients' medical and social history</li></ul>		
	0	paranasal sinuses     mandible		<ul> <li>selecting correct instruments dependent on the quadrant of the mouth and relative to the procedure</li> </ul>		
	0	<ul><li>its relationship with other bones of the skull and face</li></ul>		Relationship to GDC learning outcomes: 1.1.2, 1.1.5, 1.1.6		
		<ul> <li>muscles of mastication actions</li> </ul>				
	o lip	os – labia:				
	0	muscular tissue				
	o th	e mouth:				
	0	tongue				
	0	soft tissues				
	0	hard palate				
	0	soft palate				
	0	teeth				
	0	salivary glands				
	facial physiology and function:					
	o th	e skull:				
	0	maxilla:				
		<ul> <li>supports normal vision – eyes</li> </ul>				
		• supports respiration – nose				
		<ul> <li>supports the sense of smell – nose</li> </ul>				
		<ul> <li>supports mastication – chewing</li> </ul>				

- enables swallowing
- · enables speech
- o mandible:
  - supports mastication chewing
  - · enables swallowing
  - · enables speech
- o temporomandibular joint:
  - supports mastication chewing
  - · enables swallowing
  - · enables speech
- o other bones of the skull and face:
  - · protects the brain
  - provides support for the ears
- o muscles of mastication:
  - the process in which food is broken down
- o lips:
  - supports sensation of touch and pain
  - o supports facial expression
  - o supports speech
- o the mouth:
  - receptacle for food and drink
  - o the start of the digestive system
  - o main site of taste
  - key in enabling people to make sounds and speak
- trigeminal nerve the nerve supply to the face and oral cavity:

- o ophthalmic nerve
- o maxillary nerve
- o mandibular nerve

Relationship to GDC learning outcomes: 1.1.2, 1.1.5, 1.1.6

## K1.36 The different types of teeth within deciduous and permanent dentition and normal eruption dates:

- deciduous dentition:
  - upper central incisor (a) 10 months old
  - lower central incisor (a) 8 months
  - upper lateral incisor (b) 11 months old
  - lower lateral incisor (b) 13 months old
  - o upper canine (c) 19 months old
  - o lower canine (c) − 20 months old
  - upper 1st molar (d) 16 months old
  - o lower 1st molar (d) 16 months old
  - upper 2nd molar (e) 29 months
     old
  - lower 2nd molar (e) 27 monthsold
  - supernumerary teeth (S)
- permanent dentition:
  - o upper central incisor (1) − 7−8 years old
  - o lower central incisor (1) 6-7 years old
  - upper lateral incisor (2) 8–9 years old

- lower lateral incisor (2) 7–8 years old
- o upper canine (3) 10-12 years old
- o lower canine (3) 9–10 years old
- upper 1st premolar (4) 9–11
   years old
- lower 1st premolar (4) 9–11 years old
- upper 2nd premolar (5) 10–11
   years old
- lower 2nd premolar (5) 9–11
   years old
- o upper 1st molar (6) 6-7 years old
- o lower 1st molar (6) − 6−7 years old
- upper 2nd molar (7) 12–13 years
   old
- lower 2nd molar (7) 11–12 years
- upper 3rd molar (8) (also known as the wisdom tooth) – 18–25 years old
- lower 3rd molar (8) (also known as the wisdom tooth) – 18–25 years old
- supernumerary teeth (S)

Relationship to GDC learning outcomes: 1.1.2, 1.1.5, 1.1.6

## K1.37 The structure and function of the tooth, and the function of its supporting structures:

- structure of the tooth:
  - enamel hard outer covering of the crown of the tooth
  - dentine lies beneath the enamel and forms the root of the tooth

- cementum thin layer of material that lines the root of the tooth
- pulp canal that encases the blood and nerve supply to the tooth
- functions of the teeth:
  - o incisors biting
  - o canines tearing
  - o premolars and molars chewing
- functions of the supporting structures:
  - gingiva gums forms a tight seal to keep tooth in place and prevents bacterial infection
  - periodontal ligament: fibres that attach tooth to alveola bone
  - alveola bone in both mandible and maxilla – ridge of bone that contains tooth sockets

Relationship to GDC learning outcomes: 1.1.2, 1.1.5, 1.1.6

### K1.38 The structural differences between deciduous and permanent dentition:

- deciduous:
  - o size of the pulp chamber is larger
  - deciduous dentition has larger crown and smaller roots
  - deciduous dentition is whiter in colour
  - crown of a deciduous tooth is more bulbous
- permanent:
  - greater number of permanent teeth deciduous 20, permanent 32
  - o higher density of enamel

Anatomy and physiology	
Relationship to GDC learning outcomes: 1.1.2, 1.1.5	

#### **Dental treatment** Knowledge - What you need to teach Skills – What you need to teach K1.39 The importance of preparing and S1.81 Support a dental professional when carrying retrieving relevant records and out routine and acute primary dental radiographs prior to dental treatment: procedures and treatment plans (for example, carrying out check-ups, doing fillings, scaling to understand and plan for patients' teeth, making crowns, bridges and dentures, medical needs taking teeth out), by: to increase efficiency and reduce acting as a chaperone and advocate, as waiting time for the patient necessary Relationship to General Dental Council monitoring the patient learning outcomes: 1.2.5 providing charts and records K1.40 A range of routine and acute primary dental care procedures provided by the aspirating treatment area dental team, including the instruments mixing and providing materials and materials used for each procedure: maintaining health and safety and crossoral health assessment - may also be infection within the clinical environment known as an examination or check-up recognising the significance of changes in a a review of the patient's face, lips, neck patient's oral health status and arranging and lymph nodes - extraoral, and a appropriate appointment or onward referral review of tissues of mouth, tongue, teeth and occlusion, to determine Relationship to GDC learning outcomes: 1.1.3, treatment plan – intraoral: 1.2.4, 1.2.5, 1.7.5, 1.9.1, 1.11.2, 6.2, 8.2, 10.4, 11.3 instruments – examination pack which generally consists of a mirror, S1.82 Select correct instruments and materials periodontal probe and tweezers

#### fillings – material is used to restore the tooth shape and function:

restorative dentistry including:

for this type of treatment

materials – not usually necessary

oral health assessment

procedures, including:

restorative dentistry including fillings amalgam and composite, crowns and bridges

required for all stages during general chairside

endodontics treatments

- instruments mirror, probe, tweezers, rubber dam kit, flat plastic, ball-ended burnisher, dental excavator, enamel chisels, gingival margin trimmer, lining applicator, amalgam plugger, amalgam carrier, light cure unit, local anaesthetic syringe, matrix band holder, high and low handpiece
- materials amalgam, metal, gold, composites, glass ionomers, lining and adhesive materials (for example, calcium hydroxide)
- crowns jacket and post used to restore the tooth shape and function, created from an impression of the tooth and fits over the tooth:
  - instruments mirror, probe, periodontal prove, tweezers, rubber dam kit, flat plastic, excavator, enamel chisel, gingival margin trimmer, Mitchell's trimmer, local anaesthetic syringe and needle, high and low speed handpiece, mixing bowl and spatula, impression tray adhesive, impression tray
  - materials alginate impression, rubber-based impression material – polyethers, polysulphides, silicones
- bridges used to replace a missing tooth or teeth, by using artificial teeth; the artificial teeth are supported in place by the 2 teeth on each side of the gap:

- prosthetic dentistry
- minor oral surgery dental extraction
- preventative treatments oral hygiene
- simple periodontal treatments scaling and polishing

Relationship to GDC learning outcomes: 1.1.8, 1.11.2

- instruments same as crown
- materials same as crown
- implant used to replace missing tooth or teeth; supports a crown or bridge but fits directly into the jawbone:
  - instruments same as crown, but with the addition of specialist implant instruments dependent on the brand of implant being used
  - materials same as crown, but with the addition of specialist implant materials
- endodontics treatment used to treat an infected root canal with the intention of saving the tooth:
  - instruments mirror, probe, tweezers, flat plastic, ball burnisher, amalgam plugger, dental excavator, amalgam carrier, local anaesthetic, syringe, matrix band and holder, single use endodontics files, slow and fast handpiece and burs, gate Glidden drills, reamers, barbed broach, endodontic ruler, rubber dam kit
  - materials paper points, guttapercha, X-ray films, temporary dressing material
- prosthetic dentistry including:
  - dentures removable prosthetic teeth used to replace missing teeth, which are set into a base; can be complete dentures (for example, if the patient has no natural teeth or partial, if the patient has some natural teeth still present); full dentures are held in place by

natural suction, partial are held in place by bars and clips that link to the natural teeth:

- instruments denture instrument pack, examination pack, straight handpiece, mixing bowl, spatula and/or specialist powered mixing units
- materials alginate, rubberbased impression material – polyethers, polysulphides, silicones
- minor oral surgery including:
  - dental extractions the surgical removal of a natural tooth or retained roots:
    - instruments luxators, forceps, examination pack, local anaesthetic syringe, suture forceps, Spencer Wells forceps, periosteal elevator, bone nibbling forceps, needle holder, scalpel handle, scalpel blade – or disposable scalpel, retractors, irrigation syringe
    - materials cotton wool roll, sutures, saline solution, chlorhexidine – or other mouthwash, haemostatic medicaments
- preventive treatments including:
  - oral hygiene instruction providing advice to patients to improve their oral health (for example, toothbrushing advice, interdental care advice):
    - instruments examination pack, hand mirror

- materials petroleum jelly, dental bacterial plaque disclosing solution or tablet, cotton wool rolls and pellets
- visual aids toothbrushes –
  manual and power, mouth
  model, dental floss and tape,
  interdental brushes, interspace
  brush, oral health leaflets
- periodontal treatments simple
   periodontal treatments such as scaling
   and polishing of natural teeth and gums
   to remove staining and hard deposits;
   can also be used for more complex
   periodontal treatments below the gum
   to remove deep subgingival calculus:
  - instruments examination pack, hand scalers/ultra-sonic scalers, slow handpiece, local anaesthetic syringe
  - materials tooth polishing paste, local anaesthetic – injectable solution and gel, topical anaesthetic, cotton wool roll, dental floss, interdental brushes, interdental polishing and finishing strips, topical fluoride, cotton wool rolls

Relationship to GDC learning outcomes: 1.1.8, 1.2.5, 1.2.7

### K1.41 The difference between a range of anaesthetics used in dental treatment:

- local:
  - generally given by injection into the gum – either part of the mouth or a specific tooth or gum is anaesthetised reducing the feeling in that local area – known as an infiltration

- when it is an area such as a lower back tooth, it is known as an inferior dental block
- the majority of dental local anaesthetic contain a vasoconstrictor
- the vasoconstrictor used in dental local anaesthetic is generally adrenaline or felypressin
- vasoconstrictors are substances that help constrict blood vessels, which reduces the bleeding in the operative field and concentrates the anaesthetic in the area of injection thus increasing the effect and making it last longer
- commonly used local anaesthetics include:
  - lidocaine 2% with adrenaline in a concentration of 1-800,000 or 1-100,000 (commonly called xylocaine).
     Working time for an infiltration is 60 minutes; for an inferior dental block it is 90 minutes
  - prilocaine 3% with felypressin in a concentration of 1-200,000 – commonly called citanest. Working time for an infiltration is 30 to 45 minutes; for an inferior block it is 50 to 70 minutes
  - prilocaine 4% commonly called citanest. Working time for an infiltration is 15 minutes; for an inferior block it is 20 to 30 minutes
  - articaine 4% with adrenaline in a concentration of 1-100,000 or 1-200,000 – commonly

called septanest. Working time for an infiltration is 60 minutes; for an inferior block it is 90 minutes

### general:

- this can only be undertaken in a hospital or other approved secondary facility – not a dental practice
- the patient is put to sleep, so they lose consciousness and protective reflexes
- it must be administrated by an anaesthetist
- commonly used for the extraction of children's teeth for which they require a very short anaesthetic

#### topical:

- a gel or cream applied to a very small area to reduce irritation
- commonly used to reduce sensation in an area you are giving a local anaesthetic injection to reduce the pain

Relationship to GDC learning outcomes: 1.1.8, 1.2.5

# K1.42 The difference between inhalation, sedation and intravenous sedation used in dental treatment:

- inhalation sedation:
  - this may also be known as relative analgesia
  - the patient breathes in through their nose – via a mask – a mixture of oxygen and nitrous oxide, which has the effect of reducing their reflexes

- the patient remains conscious.
   Local anaesthetic injection may also be required (for example, if undertaking a large filing)
- intravenous sedation:
  - this is the injection of a sedative into the vein which reduces the pain, anxiety and general reflexes of the patient
  - it is commonly used for nervous patients and those undergoing long procedures such as dental implant preparation
  - o the patient remains conscious

Relationship to GDC learning outcomes: 1.1.8, 1.2.5

### K1.43 Common problems associated with dental treatments:

- restorative dentistry:
  - ill-fitting crowns, bridges and implants, which can be aesthetically flawed and heighten the risk of periodontal disease
  - restorations being too high can cause the bite to be misaligned
  - overhangs can cause food packing
- prosthetic dentistry:
  - ill-fitting dentures can lead to poor function, disease and poor aesthetics
- minor oral surgery:
  - infected tooth socket dry socket
  - retained bone
- periodontal treatments:
  - patient compliance in carrying out effective daily oral hygiene

Relationship to GDC learning outcomes: 1.1.3, 1.2.4, 1.7.5, 1.9.1

### K1.44 The purpose of a treatment plan:

- provides information pertaining to the current state of the patient's health and options for improvement
- provides recorded evidence of treatment progress tracked against treatment goals, allowing for patient progress to be monitored and assessed

Relationship to General Dental Council learning outcomes: 1.2.7, 1.5.2

### K1.45 What needs to be included in a patient's treatment plan:

- treatment options
- · expected length of the treatment
- whether the treatment is available on the NHS or needs to be done privately
- associated costs
- · side effects or other considerations
- who will carry out the treatment (for example, dental hygienist, dental therapist, clinical dental technician or a dental nurse with additional skills)

Relationship to GDC learning outcomes: 1.2.7, 1.5.2, 8.2

# K1.46 The post-operative advice that should be given to patients following dental treatments:

- restorative dentistry, including fillings, crowns and bridges
- endodontics treatment
- prosthetic dentistry dentures
- minor oral surgery dental extraction
- preventative treatments

- simple periodontal treatments scaling and polishing
- more complex periodontal treatments below the gum

Relationship to GDC learning outcomes: 1.7.5

# K1.47 How to select the correct equipment, materials, and instruments to support the dental professional to carry out routine procedures:

- checking the scheduled appointments to determine what instruments may be needed for upcoming procedures
- drawing on own and dental team's previous experience

Relationship to GDC learning outcomes: 1.2.5, 1.11.2, 8.2

# K1.48 The planning of treatments to ensure appropriate appointments are scheduled and the right instruments and materials are available:

- · oral health assessment:
  - o initial assessment
- restorative dentistry:
  - fillings:
    - removal of decayed tooth material
    - cleaning affected area
    - tooth filled
  - crowns and bridges:
    - first impressions in alginate
    - crown or bridge preparation (for example, colour shade, second impressions, temporary crown or bridge fitted)

- permanent crown or bridge fitted
- review, if necessary
- · endodontics treatment:
  - o radiograph of affected areas
  - o tooth opened and drained
  - o pulp root canal cleaned
  - o tooth filled with appropriate material
  - o final radiograph
  - o review, if necessary
- prosthetic dentistry dentures:
  - o first impressions in alginate
  - second more accurate impressions taken
  - occlusal registration
  - occlusion, orientation and aesthetics of the denture are checked and agreed with the patient
  - final fit
  - o review, if necessary
- minor oral surgery dental extraction:
  - radiograph of affected area
  - extraction of tooth
  - review, if necessary
- preventative treatments:
  - oral hygiene instruction
  - review, if necessary
- · simple periodontal treatments:
  - scaling and polishing of teeth
  - o review, if necessary

- more complex periodontal treatments below the gum:
  - o 6-point periodontal pocket chart
  - o radiographs
  - gross supra root surface debridement
  - o review, if necessary

Relationship to GDC learning outcomes: 1.2.5, 1.7.5

Duty of care			
Knowledge – What you need to teach		Skills – What you need to teach	
K1.49	Physical signs: altered normal behaviour (for example, clenched fists, sweating, frequent use of the toilet, looking flushed, pale complexion, dry mouth, sitting on the edge of the chair)	S1.83	Monitor, support and reassure patients through effective communication and behavioural techniques, by:  using appropriate communication methods (for example, spoken, written and electronic methods)
	<ul> <li>non-physical signs: this may be recognised by what the patient says (for example, asking lots of questions about what could go wrong, stating they do not like going to the dentist)</li> </ul>		<ul> <li>tailoring language appropriate to the audience (for example, use of technical terms only when appropriate)</li> <li>using reassuring language (verbal and non- verbal)</li> </ul>
1.2.6, 3.1  K1.50* How to apply the Council's 9 pring role of a dental  putting the pexample, off	Relationship to GDC learning outcomes: 1.2.6, 3.1		<ul> <li>using appropriate behavioural techniques (for example, tell, show, do)</li> </ul>
	How to apply the General Dental Council's 9 principles of practice to the role of a dental nurse:	S1.84*	Relationship to GDC learning outcomes: 1.7.3, 5.1, 5.3
	example, offering the patient all treatment options and listening to their		Follow the duty of candour principles when something has gone wrong with a patient's treatment or care:

- communicating effectively with patients (for example, ensuring patient understands treatment options and is comfortable to ask any questions)
- obtaining valid consent (for example, gaining consent from an individual with sufficient capacity)
- maintaining and protecting patients' information (for example, ensuring all clinical records are up to date, stored correctly and for the required amount of time, ensuring any changes to medical history is recorded, ensuring all computers are password protected)
- ensuring there is a clear and effective complaints procedure, including for both NHS and private patient complaints process (for example, to allow patients the ability to complain or raise feedback which may help the team improve and develop)
- working with colleagues in the patient's best interest (for example, making detailed notes if they have interaction with patients; if running late, let reception know so they can keep the patient updated)
- maintaining, developing and working within own professional knowledge and skills (for example, ensuring all continual professional development is up to date, keeping up to date with any medication discontinuations and changes, only carrying out tasks that they are trained to do)
- raising concerns if patients are at risk (for example, knowing when and who to raise concerns to)
- making sure the student's personal behaviour maintains patients'

- telling the patient or, where appropriate, the patient's advocate, carer or family member – when something has gone wrong
- · apologising to the patient
- offering an appropriate remedy or support to put matters right – where possible
- explaining fully to the patient the short and long-term effects of what has happened

Relationship to GDC learning outcomes: 6.2, 7.4, 12.5

### S1.85 Follow principles of safeguarding when signs of abuse or neglect are suspected, by:

- acting within the policy relating to safeguarding and whistleblowing/raising concerns
- raising concerns with the appropriate person

Relationship to GDC learning outcomes: 1.8.6, 6.2, 8.2, 11.5

# S1.86\* Follow all standards, codes of conduct and health and safety requirements/legislation, in relation to duty of care, including:

- GDC Standards for the dental team
- GDC Scope of Practice
- complaints, safeguarding and whistleblowing policies and procedures
- UK General Data Protection Regulation (UK GDPR)
- Equality Act 2010

(General Digital Competency 5)

Relationship to GDC learning outcomes: 6.2, 7.3, 11.5, 12.3

S1.87 Provide person-centered care and support, taking into consideration the needs of different patients, by:

confidence in them and the dental profession (for example, being aware of their social media usage, behaving in a professional manner in work, not doing anything that may cause question to themselves or the profession)

Relationship to GDC learning outcomes: 1.2.6, 1.8.6, 3.1, 11.1, 11.2, 11.3, 11.5, 12.3, 12.4

### K1.51\* Signs and symptoms of abuse and neglect common to a dental setting:

- non-regular attendance/missing appointments
- · increased rates of decay
- facial trauma

Relationship to GDC learning outcomes: 1.8.6

### K1.52\* How to signpost to national and local safeguarding systems:

 referring to designated safeguarding lead

Relationship to GDC learning outcomes: 1.8.6

# K1.53 The application of the Equality Act 2010 in the different countries that make up the United Kingdom:

- the Equality Act 2010 applies to Great Britain, which includes England, Wales and Scotland
- the Equality Act 2010 does not apply to Northern Ireland; the main antidiscrimination law in Northern Ireland is the Disability Discrimination Act 1995, which also applies to the rest of the UK

Relationship to GDC learning outcomes: 1.7.1, 6.5, 7.3

### K1.54 The different types of discrimination:

- putting patients' interests first and acting to protect them
- being respectful
- being responsive to patients' preferences, needs and values
- · making patient-guided clinical decisions
- ensuring the patient understands all options available by using non-technical language and asking questions to check understanding

(General English Competency 1)

Relationship to GDC learning outcomes: 1.7.1, 6.1, 6.2, 6.3, 6.5, 10.1, 11.1

### S1.88 Take the needs of different patients into account, by:

- providing treatment options
- respecting patients' religious beliefs, culture and habits (for example, not judging a patient's lifestyle choices)
- considering any medical, social and psychological conditions

Relationship to GDC learning outcomes: 1.7.1, 2.3, 6.2, 6.3, 7.3

# S1.89 Contribute to moving and positioning patients safely when assisting them with their care needs:

- adjusting the dental chair and supporting patients into and out of the chair, where necessary
- clearly communicating to the patient (for example, when reclining the dental chair)
- adhering to manual handling policies and procedures
- minimising risk to themselves and the patient

Relationship to GDC learning outcomes: 1.7.1, 1.7.3, 1.8.3, 3.1

- direct discrimination discriminating against someone based on a protected characteristic
- indirect discrimination practices, policies or rules which have a negative impact on an individual

Relationship to GDC learning outcomes: 1.7.1, 7.3

# K1.55 How a patient's medical and social history can impact on dental treatment and how care is given:

- respiratory conditions requirements to consider length of treatment and methods used (for example, in patients with breathing problems, it may be difficult to access their mouth; they may not be able to open their mouth for long periods of time and so may need more breaks during treatment and therefore a longer appointment)
- cardiac conditions requirements to consider additional drug requirements (for example, patients who have had a heart transplant or stents may require the use of antibiotics prior to treatment)
- allergies requirements to consider alternative equipment or drugs (for example, latex allergies will require the use of non-latex gloves; drug allergies will require the use of different drugs)
- bleeding and blood borne diseases: the impact of medication on the patient (for example, blood thinning medications can impact on dental treatments such as tooth extraction and the types of local anaesthetic used)
- dementia requirements for clear communication, longer appointments and chaperoning considerations (for example, a relative, carer or advocate

#### S1.90 Assist with patients' overall comfort by:

- welcoming patients
- ensuring patients understand the treatments and what is involved (for example, using models and demonstrating instrument use)
- distracting patients if necessary (for example, talking to them during their procedure)
- introducing a stop sign that the patient can use as a signal if they need a break during the treatment

Relationship to GDC learning outcomes: 1.7.1, 1.7.3, 3.1

### S1.91 Recognise and respond to signs of pain and discomfort, by:

- · observing patients' eye movements
- observing body language
- observing patients' hand movements (for example, gripping chair, clenched fists)
- subtly informing the dental professional

Relationship to GDC learning outcomes: 1.7.1, 1.7.3, 1.9.1, 3.1, 4.1, 6.1, 8.2

#### S1.92\* Act as a patient advocate, by:

- providing advice and support within scope of practice (for example, describing treatments using non-technical language)
- providing a voice for the patient, when appropriate
- promoting and signposting appropriate services

Relationship to GDC learning outcomes: 3.1, 3.2, 6.1, 6.2, 10.1, 10.4

# S1.93 Contribute to and comply with systems to protect patients and their information, including:

may need to be present during appointments)

- pregnancy requirements to consider patient needs based on the trimester the patient is in (for example, radiographs are generally avoided, hormonal changes can affect a patient's gums, amalgam fillings should not be removed during pregnancy)
- hidden and physical disabilities requirements to ensure reasonable adjustments can be made dependent upon the disability (for example, clear communication, a relative, carer or advocate present during appointments)
- medications requirements to understand prescribed and nonprescribed medications the patient is currently taking and how they may impact on treatment options
- social history requirements to understand social habits, alcohol intake, smoking, drugs and diet (for example, may determine whether certain treatments are viable and whether sedation is appropriate, increasing frequency of screening as may be more likely to develop oral health problems)

Relationship to GDC learning outcomes: 1.1.9, 1.7.1, 1.7.2, 1.7.3, 1.2.1, 2.3, 6.3, 6.5

### K1.56\* Primary signs and symptoms of medical emergencies:

- asthma wheezing, breathlessness, tight chest, coughing
- anaphylactic shock urticaria, abdominal pain, vomiting, diarrhoea, flushing, pallor, wheezing, hoarse voice, low blood pressure, collapsing

- only using their information for the purpose for which it was obtained
- only releasing a patient's information, without their permission, in exceptional circumstances
- ensuring patients can access their information when required
- keeping patients' information secure at all times

Relationship to GDC learning outcomes: 6.2, 6.4

#### S1.94\* Accurately assess a medical emergency:

- conducting a survey of the scene to identify:
  - o potential hazards and/or risks
  - o cause of injury, if appropriate
  - resources available to deal with the medical emergency
- conducting a primary assessment of the patient to assess (Danger, Response, Airway, Breathing and Circulation (DRABC))
- identifying first aid response required for the medical emergency (for example, cardiopulmonary resuscitation (CPR))
- identifying additional assistance required (for example, ambulance)

Relationship to GDC learning outcomes: 1.8.1, 1.8.3, 1.8.4

### S1.95\* Manage and support the dental team in managing a medical emergency, by:

- managing an instance of a patient fainting:
  - o laying patient on back and elevating legs
  - o loosening any tight clothing
- checking patient pulse and blood pressure
- performing CPR when collapse protocol required:

- respiratory arrest cyanosis a bluish tinge to skin including lips and fingernails, abnormal airway sounds, wheezing, sweating
- choking coughing, wheezing, clutching throat, change of facial colour
- myocardial infarction complaints of chest pain, pain in left shoulder/down left arm, nausea/vomiting, sweating, shortness of breath
- cardiac arrest chest pain, sweating, shortness of breath, lightheaded or dizziness, nausea or vomiting, coughing, wheezing
- angina tight, dull or heavy chest, sharp, stabbing pains in the chest, pain spreading to left arm, neck, jaw or back
- stroke drooping face and/or eye on one side, unable to smile, speak or open mouth, numbness or inability to lift arms, slurred speech or inability to talk despite being conscious, problems understanding what is being said to them
- fainting dizziness, cold skin, sweating, slurred speech, feeling sick, changes to vision, loss of consciousness
- epileptic seizure loss of awareness, jerking and shaking body, loss of consciousness
- diabetic coma/hypoglycaemia clammy skin, sweating, shaking, sudden loss of responsiveness

Relationship to GDC learning outcomes: 1.8.4

K1.57\* Actions that can be carried out by a dental nurse in the event of a medical emergency:

- recognising signs that the patient is in cardiorespiratory arrest
- o summoning help immediately calling 999
- providing CPR to the patient will usually require 2 members of the dental team (for example, clinician and dental nurse)
- o demonstrating safe use of a defibrillator
- justifying when to place the patient in the recovery position
- if required, placing patient in the recovery position
- demonstrating how to administer first aid to a patient who is experiencing a seizure
- seeking help from registered first aider, when required
- · retrieving emergency drugs, if appropriate
- calling an ambulance, if appropriate
- acting within permitted duties of role when dealing with a medical emergency

Relationship to GDC learning outcomes: 1.8.4

- escalating emergency to a registered first aider
- · calling ambulance, where required
- performing treatment within limits of own competence:
  - o asthma:
    - do not lay the patient flat
    - supporting patient to use antiasthmatic drugs (which is usually carried by the patient)
    - encouraging patient to repeat dose if necessary
    - retrieving medical emergency drugs, if necessary
  - o anaphylactic shock:
    - laying patient flat
    - raising patient's legs
    - retrieving medical emergency drugs, if necessary
    - use of specific drugs (for example, adrenaline auto injector)
  - respiratory arrest:
    - checking responsiveness
    - checking airway
    - performing cardiopulmonary resuscitation (CPR), if necessary
    - retrieving medical emergency drugs, if necessary
  - o choking:
    - encouraging coughing
    - performing 5 sharp back blows in between shoulder blades

- checking to see if blockage remains
- if blockage remains, perform 5 abdominal thrusts
- o myocardial infarction:
  - sitting patient upright
  - retrieving medical emergency drugs, if necessary
- cardiac arrest:
  - performing CPR
  - retrieving medical emergency drugs, if necessary
- o angina:
  - supporting patient to use their specific drugs, if necessary
  - retrieving medical emergency drugs, if necessary
- o stroke:
  - loosening tight clothing
  - reassuring patient
  - placing in recovery position
  - retrieving medical emergency drugs, if necessary
- fainting:
  - laying patient on back
  - elevating legs
  - loosening tight clothing
  - checking pulse and blood pressure
  - retrieving medical emergency drugs, if necessary
- o epileptic seizure:

- retrieving medical emergency drugs, if necessary
- removing objects that could cause harm
- diabetic coma:
  - placing in recovery position
  - providing glucose drink, if necessary
  - retrieving medical emergency drugs, if necessary

Relationship to GDC learning outcomes: 1.8.4

### K1.58\* Who is permitted to deal with a medical emergency:

all registrants must be trained to deal with a medical emergency

Relationship to GDC learning outcomes: 1.8.4, 8.3, 11.3

# K1.59\* The emergency drugs and equipment that must be contained within a dental setting:

- emergency drugs:
  - adrenaline/epinephrine injection,
     adrenaline one in 1000 adrenaline
     one mg/ml as acid tartrate one ml
     amps (for example, EpiPen)
  - o aspirin dispersible tablets 300 mg
  - glucagon injection, glucagon as hydrochloride – one – unit vial – with solvent
  - glucose for administration by mouth
  - glyceryl trinitrate spray
  - o midazolam oromucosal solution
  - o oxygen

- salbutamol aerosol inhalation,
   salbutamol
   100 micrograms/metered inhalation
- equipment:
  - o adhesive defibrillator pads
  - automated external defibrillator (AED)
  - clear face masks for self-inflating bag – sizes 0, 1, 2, 3, 4
  - o oropharyngeal airways sizes 0, 1,2, 3, 4
  - o oxygen cylinder
  - o oxygen masks with reservoir
  - o oxygen tubing
  - pocket mask with oxygen port
  - portable suction (for example, Yankauer)
  - protective equipment gloves, aprons, eye protection
  - o razor
  - o scissors
  - self-inflating bag with reservoir adult
  - self-inflating bag with reservoir child
  - if there are ampules in the medical emergency drugs kit, there must be adequate numbers of suitable needles and syringes

Relationship to GDC learning outcomes: 1.8.4

### K1.60\* The drugs associated with a medical emergency:

asthma:

- salbutamol aerosol inhalation,salbutamol100 micrograms/metered inhalation
- anaphylactic shock:
  - adrenaline/epinephrine injection, adrenaline one in 1000 – adrenaline one mg/ml as acid tartrate – one ml amps (for example, EpiPen)
- respiratory arrest:
  - oxygen
- myocardial infarction:
  - oxygen
  - o aspirin dispersible tablets 300 mg
- cardiac arrest:
  - oxygen
- angina:
  - glyceryl trinitrate spray
- epileptic seizure:
  - midazolam oromucosal solution
- diabetic coma:
  - glucagon injection, glucagon as hydrochloride, one – unit vial with solvent
  - glucose for administration by mouth

Relationship to GDC learning outcomes: 1.8.4

### K1.61 Purpose of obtaining valid consent:

- to allow a dental professional to examine or provide treatment to a patient
- respects patients' right to self determination

 makes it easier to treat patients, resulting in better patient outcomes

Relationship to GDC learning outcomes: 1.5.1, 3.3

#### K1.62 Process of obtaining valid consent:

- consent must be obtained prior to any treatment and at each stage of investigation
- verbal and/or written consent can be specific to the treatment required
- patients must be aware of treatment options
- all discussions regarding patient consent must be documented
- a signature from the patient must be given to confirm that they understand, including if the treatment involves conscious sedation or general anaesthetic

Relationship to GDC learning outcomes: 1.5.1, 3.3

### K1.63 Individuals who are able to give consent to dental treatment:

 those who have sufficient capacity to give consent (for example, individuals who are able to understand the information being given to them and are able to make an informed decision)

Relationship to GDC learning outcomes: 1.5.1, 3.3

### K1.64 The purpose of duty of candour:

 legal duty for healthcare professionals to be open and honest with patients when something goes wrong with their treatment which may cause harm or distress

Relationship to GDC learning outcomes: 7.4

### K1.65 What may constitute a duty of care conflict:

- anything which puts patients or colleagues at risk, including:
  - the health, behaviour and professional performance of members of the dental team
  - any aspect of the clinical setting
  - anything which conflicts with putting patients' interests first

Relationship to GDC learning outcomes: 7.5, 11.3, 11.5

# K1.66\* How to raise concerns about own or others' health, behaviour or professional performance, including:

- when concerns should be raised with a manager or employer
- when concerns should be raised with local commissioner or appropriate body
- when concerns should be raised with the GDC

Relationship to GDC learning outcomes: 7.5, 11.3, 11.5

# Performance outcome 2: Provide factual information and up to date advice to help patients to maintain and improve their oral health

Oral disease: causes and prevention			
Knowledge – What you need to teach		Skills – What you need to teach	
K2.1	A range of common oral conditions, their causes and evidence-based methods for prevention:	S2.15 Communicate appropriate advice to patients on how to maintain and improve oral health, by:	
	<ul> <li>dental cavities – caries:</li> </ul>	<ul> <li>promoting oral health messages including:</li> </ul>	
	o causes:	<ul> <li>the twice a day toothbrushing message</li> </ul>	
	<ul><li>dental bacterial plaque and sugar</li></ul>	<ul> <li>differing types of toothbrushes and their effectiveness</li> </ul>	
	o methods for prevention:	<ul> <li>the use of fluoride toothpaste</li> </ul>	
	<ul> <li>effective toothbrushing twice a day with fluoride toothpaste and</li> </ul>	<ul> <li>interdental cleaning aids and disclosing solutions/tablet</li> </ul>	
	other methods of fluoride application	<ul> <li>promoting the spit don't rinse message</li> </ul>	
	<ul> <li>appropriate interdental care</li> </ul>	<ul> <li>emphasising the importance of regular oral health assessments</li> </ul>	
	<ul> <li>reduction in the frequency and amount of sugar</li> </ul>	<ul> <li>how to care for dentures</li> </ul>	
	<ul> <li>gum disease (for example, gingivitis, periodontal disease, acute necrotizing gingivitis):</li> </ul>	<ul> <li>using oral health information and visual aids to support communication (for example, demonstrating basic tooth brushing and inter dental cleaning, making use of leaflets and</li> </ul>	
	o causes:	other supporting materials)	
	<ul> <li>dental bacterial plaque</li> </ul>	tailoring feedback to individual patients (for	
	o methods for prevention:	example, adults, children and young people, older people and people with additional needs)	
	<ul> <li>effective toothbrushing twice a day with fluoride toothpaste</li> </ul>	<ul> <li>listening actively to patients' questions and responding appropriately</li> </ul>	
	<ul><li>appropriate interdental care</li><li>oral infectious diseases (for example,</li></ul>	(General English Competency 1, General English	
	Herpes simplex 1, thrush):	Competency 3, General English Competency 6)	
	o causes:	Relationship to GDC learning outcomes: 1.1.2, 1.7.4, 1.10.2, 2.4, 3.2, 4.1	
	<ul><li>presence of virus (or other</li></ul>		

pathogens)

#### Oral disease: causes and prevention

- methods for prevention:
  - improved lifestyle choices (for example, reduction of alcohol)
  - gathering patient data via questionnaires
  - good nutrition and oral health advice
- oral cancer soft tissue awareness:
  - o causes:
    - lifestyle
    - genetics
  - o methods for prevention:
    - improved lifestyle choices (for example, reduction in alcohol/smoking/betel nut chewing)
    - regular oral health assessment
    - HPV vaccination
- oral dental trauma soft tissue:
  - o causes:
    - eating hot food/drinks
    - laceration
  - methods for prevention:
    - taking care when ingesting hot food or liquids
- oral dental trauma trauma to the teeth:
  - o causes:
    - accidents
    - sports injury
  - methods for prevention:
    - wearing a mouth guard when participating in sport

# S2.16 Provide information on the health risks of diet, drugs, alcohol and smoking on oral and general health:

- tailored to the patient in a style that reflects the purpose
- in the appropriate format (for example, making use of leaflets and other supporting materials)
- using appropriate behavioural change techniques (for example, tailoring language appropriate to audience)
- listening actively to patients' questions and responding appropriately

(General English Competency 1, General English Competency 3, General English Competency 6)

Relationship to GDC learning outcomes: 2.3, 1.10.3, 5.1, 5.3

# S2.17 Provide basic dietary advice that is relevant to maintaining and improving oral health, including:

- asking appropriate questions to establish current lifestyle and dietary habits
- providing advice on hidden sugars
- providing advice on how to reduce sugar intake (for example, via diet sheets)
- providing advice on the importance of good hydration and nutrition
- listening actively to patients' questions and responding appropriately

(General English Competency 1, General English Competency 6)

Relationship to GDC learning outcomes: 1.7.4, 1.10.3, 5.1, 5.3

S2.18 Signpost local health initiatives that will help patients to maintain and improve oral health in relation to:

### Oral disease: causes and prevention

Relationship to GDC learning outcomes: 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.7.4, 1.10.1, 1.10.2, 2.4

### K2.2 Characteristics of different types of dentures:

- partial some remaining dentition
- complete edentulous

Relationship to GDC learning outcomes: 1.1.2

### K2.3 Different types of denture material base:

- acrylic
- chrome or other metal substances

Relationship to GDC learning outcomes: 1.1.2

### K2.4 Evidence-based measures of denture care:

- removed at night
- brushed with a denture brush, using soap and water
- kept in a named denture pot

Relationship to GDC learning outcomes: 1.1.2, 1.7.4, 1.10.1, 1.10.2, 2.4

### K2.5 The impact of a range of factors on an individual's oral health:

- sugar in the diet intrinsic and extrinsic sugars – including dental bacterial plaque, frequencies of intake, hidden sugars and how these lead to decay
- smoking including the direct link to gum disease and oral cancer
- acidic drinks in the diet (for example, carbonated drinks, fruit juices) – including the link between dental erosion and tooth sensitivity

- smoking cessation services
- mother and toddler groups that offer health promotion
- local and national campaigns

Relationship to GDC learning outcomes: 1.10.3, 2.3

### Oral disease: causes and prevention

- socioeconomic factors including how different social backgrounds and cultures may impact on oral health
- drugs including the impact of having a dry mouth on oral health, how drugs can affect the maintenance and frequency of oral health
- alcohol including the link to oral cancer, tooth decay and erosion, accidental trauma and facial injury

Relationship to GDC learning outcomes: 1.1.9, 1.7.4, 1.10.3

### K2.6 The relationship between dental bacterial plaque and systemic health:

- diabetes
- heart disease
- dementia

Relationship to GDC learning outcomes: 1.1.9

### K2.7 Determinants of health inequalities in the UK and internationally that support oral health planning and improvement, including:

- · areas of high deprivation
- financial factors
- access to care
- socioeconomic factors

Relationship to GDC learning outcomes: 1.1.9, 2.1, 2.3, 2.5

# K2.8 The methods by which health inequalities are measured in the UK and internationally to identify current patterns:

- epidemiological surveys:
  - child dental health surveys

# Oral disease: causes and prevention o adult dental health survey o mean number of decayed, missing and filled teeth data (DMFT) Relationship to GDC learning outcomes: 2.1, 2.5

Know	ledge – What you need to teach	Skills	- What you need to teach
K2.9	The roles and responsibilities of the dental nurse when supporting the dental team in patient management:	S2.19	Apply knowledge of the role of dental professionals and the wider healthcare team in the delivery of patient management by:
	monitoring, supporting and reassuring patients  providing appropriate advice (for		<ul> <li>complying with legal and regulatory requirements in relation to patient management</li> </ul>
	<ul> <li>providing appropriate advice (for example, providing preventative advice)</li> <li>providing clinical and other support to dental professionals</li> </ul>		<ul> <li>communicating effectively with colleagues, other dental professionals and the wider health and social care team</li> </ul>
	<ul> <li>making appropriate referrals</li> <li>Relationship to GDC learning outcomes:</li> </ul>	S2.20	Relationship to GDC learning outcomes: 10.6, 11.3  Undertake ECPD activities by:
K2.10	<ul> <li>1.7.6, 8.3, 11.3</li> <li>* The purpose of direct access:</li> <li>giving patients the option to see a</li> </ul>		<ul> <li>utilising provision and receipt of feedback to develop self and others</li> </ul>
K2.11* E	dental care professional without having to see a dentist first and without a prescription from a dentist		<ul> <li>developing and maintaining professional knowledge and competence</li> <li>investigating advances in technology and</li> </ul>
	Relationship to GDC learning outcomes: 11.4  * Enhanced continuing professional		<ul> <li>different ways of working</li> <li>demonstrating a professional attitude and behaviour in all environments and media</li> </ul>
	development (ECPD) requirements for dental nurses:  • as defined in the most recent guidance from the GDC		<ul> <li>taking responsibility for personal development planning, recording of evidence and reflective practice</li> </ul>

#### Role of dental professionals and healthcare team in respect of patient management

Relationship to GDC learning outcomes: 4.2, 9.1, 9.4

### K2.12\* The purpose of a personal development plan (PDP):

- providing the opportunity to plan ECPD which will provide the maximum benefit for maintaining and developing practice as a dental professional
- supporting the identification of own capabilities and limitations
- including ECPD requirements, anticipated development outcomes and timeframes

Relationship to GDC learning outcomes: 4.2, 9.1, 9.4, 9.5, 10.5

### K2.13\* The importance of maintaining a PDP and ECPD:

- ensuring ECPD requirements are met as defined by the GDC
- maintaining professional registration
- ensuring up to date knowledge and skills (for example, emerging technologies, changes in evidencebased practice, dealing with medical emergencies)
- · responding effectively to feedback

Relationship to GDC learning outcomes: 1.1.1, 4.2, 9.1, 9.4

# K2.14\* The required standards of personal behaviour, as defined by the General Dental Council Standards for the dental team, in relation to:

 ensuring that their conduct, both at work and in their personal life, justifies patients' trust in them and the public's trust in the dental profession Relationship to GDC learning outcomes: 4.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 10.5, 10.7

### S2.21 Provide effective and appropriate advice to patients within scope of practice by:

- participating in preventative programmes without the patient having to see a dentist first
- undertaking activities within scope of practice

Relationship to GDC learning outcomes: 8.1, 9.1, 11.3

#### Role of dental professionals and healthcare team in respect of patient management

- protecting patients and colleagues from risks posed by their health, conduct or performance
- informing the GDC if they are subject to criminal proceedings, or a regulatory finding is made against them anywhere in the world
- co-operating with any relevant formal or informal inquiry

Relationship to GDC learning outcomes: 6.2, 7.3, 9.6, 10.3

# Performance outcome 3: Accurately record patients' dental information to contribute to their treatment and dental care on dental charts, using technology where appropriate

#### Principles of dental charting and soft tissue assessment Skills - What you need to teach Knowledge - What you need to teach K3.1 The principles of dental charting and soft **S3.7** Contribute to obtaining and recording patient tissue assessment including how to use clinical history as part of the dental team, by: standard dental charts as part of a assisting a patient with filling in their patient routine check-up: clinical history, including medical, social and principles of dental charting: dental history a record of the patient's dentition accurately recording and proofreading the and previous dental history information on the patient's records reiterating the patient history to a clinician o to plan further treatment, as required (General English Competency 3) acts as a legal record Relationship to GDC learning outcomes: 1.2.1, principles of soft tissue assessment: 4.1, 8.2 **S3.8** Follow guidelines and requirements for the to review the soft tissue of the mouth and lips recording and storing of patient information on manual records, by: to identify any oral lesions which may or may not require further recording only relevant and factual information investigation

### Principles of dental charting and soft tissue assessment

Relationship to GDC learning outcomes: 1.1.6, 1.2.3

# K3.2 The difference between the Federation Dentaire Internationale (FDI) charting and the Palmer notation:

- FDI:
  - widely used in many countries
  - 2-digit number system
  - the first number represents the quadrant
  - the second number represents the tooth surface
  - deciduous teeth are recorded as quadrant 5, 6, 7 and 8 (for example, the upper left central incisor would be recorded as 61)
  - Palmer notation:
    - o commonly used in the UK
    - permanent teeth are represented by a number (1 to 8)
    - defined by the quadrant they are in (for example, upper left, upper right, lower left, lower right)
    - deciduous teeth are recorded A E
      in each quadrant (for example, the
      upper left central incisor would be
      recorded as upper left A

Relationship to GDC learning outcomes: 1.2.3

### K3.3 The correct use of dental terminology in recording:

- number, position and surfaces of teeth
- the health status of the teeth (decayed, missing, filled)

- not reading aloud any personal information from the manual records (for example, address)
- retaining manual records within specific timeframes
- maintaining confidentiality
- gaining patient consent to store and share the personal data, where relevant
- only disclosing information to those that are required to know
- ensuring manual records are stored securely (for the relevant amount of time) in a locked, metal, fireproof cabinet
- ensuring manual records are disposed of securely when no longer required

Relationship to GDC learning outcomes: 1.2.1, 5.2, 5.4, 6.4

### S3.9 Record dental charting and oral tissue assessment carried out by other registrants:

- recording dental charting using FDI and Palmer notation
- recording the basic periodontal examination
- recording the full periodontal chart
- recording bleeding score
- recording plaque and debris indices scores
- · recording soft tissue assessment findings
- recording basic occlusion
- recording all information accurately and precisely, using correct terminology, notation and format

(General English Competency 3, General Mathematics Competency 1)

Relationship to GSC learning outcomes: 1.2.2, 1.2.3, 4.1, 8.2

### Principles of dental charting and soft tissue assessment

- the periodontal index, to include basic periodontal examination or full periodontal pocket chart
- · soft tissue assessment

Relationship to GDC learning outcomes: 1.2.3

- K3.4 The key differences between basic periodontal examinations and full periodontal screening, including how to accurately record the pocket depths within examinations:
  - basic periodontal examinations: carried out during routine dental oral health assessment to measure the deepest pocket in each sextant
  - full periodontal screening: carried out where more in depth investigation is required to measure the loss of periodontal tissue around each individual tooth

Relationship to GDC learning outcomes: 1.2.3

Use of information technology and electronic recording systems within a dental setting		
Knowl	edge – What you need to teach	Skills – What you need to teach
K3.5*	How IT and electronic recording systems are used within a dental setting:	S3.10 Use IT and electronic recording systems to record patients' personal and dental information, including:
	<ul> <li>surgery diary management system:         <ul> <li>managing patient appointments and appointment types</li> <li>payment information</li> </ul> </li> <li>patient information system:</li> </ul>	<ul> <li>adding new patients to the system</li> <li>recording medical, social and dental history</li> <li>booking appointments, ensuring appropriate length for the treatment required</li> <li>processing payments</li> </ul>

### Use of information technology and electronic recording systems within a dental setting

- personal information (for example, name and contact details)
- medical/dental/social information (for example, medical history and occupation)
- o dental charting
- radiographic records (for example, bite wings)

Relationship to GDC learning outcomes: 5.2, 5.3

### K3.6\* The possible consequences of recording inaccurate patient information:

- incorrect treatment planning
- misdiagnosis
- incorrect recall frequency
- incorrectly identifying patient's eligibility/ineligibility for treatment
- the practice's ability to make NHS claims, if applicable
- incorrect patient charges
- · failing an audit
- legal implications

Relationship to GDC learning outcomes: 5.4, 6.2, 12.1, 12.5

- recording dental charting
- · recording any referrals made
- using digital devices competently and securely

(General Digital Competency 1)

Relationship to GDC learning outcomes: 1.2.1, 5.2, 5.3, 5.4, 6.4

# S3.11 Follow guidelines and current practices for the recording and storage of patient information on electronic recording systems by:

- recording only relevant and factual information (for example, not speculating about a patient)
- not reading aloud any personal information from the system (for example, address, mobile number)
- retaining information within specific timeframes
- gaining the patient's consent to store and share personal data, where relevant
- only disclosing information to those that are required to know
- keeping passwords and PINs secure and updated in line with SOPs
- ensuring the computer screen cannot be seen by the public
- ensuring computer screens are locked when away from screen

(General Digital Competency 5)

Relationship to GDC learning outcomes: 1.2.1, 5.2, 5.4, 6.4

## Performance outcome 4: Prepare, mix and handle filling and impression material in an appropriate and timely way

Filling and impression materials			
Knowledge – What you need to teach		Skills – What you need to teach	
K4.1	How to minimise waste when preparing, mixing and handling impressions materials:	S4.8 Comply with all health and safety requirements in the preparation of filling and impression materials, including:	
	<ul> <li>by adhering to the mixing times, working times and setting times of the specific material, in accordance with manufacturers' instructions</li> </ul>	<ul> <li>selecting the appropriate PPE prior to preparing any materials</li> <li>working in a well-ventilated area</li> </ul>	
	<ul> <li>by checking required size of filling or alginate with a dental professional</li> </ul>	Relationship to GDC learning outcomes: 1.1.8, 1.8.1, 1.8.3, 1.11.3	
	Relationship to GDC learning outcomes: 1.1.8, 1.8.1, 1.8.3, 1.11.3	S4.9 Follow all guidelines and mechanisms for the prevention of infection in the preparation of filling and impression materials, including:	
K4.2	The full range of materials used for impressions and fillings:	<ul> <li>wearing PPE appropriately whilst preparing materials</li> </ul>	
	<ul> <li>amalgam – a restorative material which consists of a mixture of metals, including liquid, mercury, silver, tin and</li> </ul>		
	copper	<ul> <li>ensuring all mixing equipment or surfaces are disinfected</li> </ul>	
	<ul> <li>composite – tooth coloured restorative material which consists of an inorganic filler in a resin binder</li> </ul>	Relationship to GDC learning outcomes: 1.1.8, 1.8.1, 1.8.2, 1.8.3, 1.11.3	
	glass ionomer – tooth coloured restorative material which can be made of alumina, silica and calcium	S4.10 Prepare, mix and handle the full range of dental filling and impression materials in line with manufacturers guidance:	
	<ul><li>and it contains fluoride</li><li>fissure sealants – plastic resin material</li></ul>	<ul> <li>accurately mixing the correct proportion of filling and impression materials</li> </ul>	
	<ul> <li>that provides a protective coating</li> <li>temporary filling/sedative dressing – a</li> </ul>	<ul> <li>adhering to the mixing times, working times and setting times</li> </ul>	
	variety of materials used before a permanent restoration; some have sedative properties to soothe teeth	selecting the correct shade of composite  (General Mathematics Compositors (3))	
		(General Mathematics Competency 3)	
	<ul> <li>alginate – an impression material</li> </ul>	Relationship to GDC learning outcomes: 1.1.8,	

1.8.1, 1.8.3, 1.11.3

which consists of a powder containing

calcium salt, alginate salt and filler mixed with water

 vinyl polysiloxane (VPS) (silicone putty) – an impression material, a base and catalyst are mixed together to take an accurate impression

Relationship to GDC learning outcomes: 1.1.8

# K4.3 The advantages and disadvantages of using different types of materials for fillings:

- amalgam used in premolars and molars:
  - advantages strong, durable, does not need total moisture control when placing
  - disadvantages expensive to dispose of, contains mercury – which in high amounts is toxic, requires retention to place so more enamel may have to be removed, not aesthetically pleasing
- composite can be used on any tooth:
  - advantages tooth coloured, is bonded to the tooth so less enamel removed
  - disadvantages moisture control is essential when placing, can 'shrink' so margins susceptible to further decay, takes more time to place, light-sensitive
- glass ionomer can be used with any tooth including primary:
  - advantages can be used as a long-term temporary filling, doesn't need full moisture control when placing, can be placed

# S4.11 Comply with workplace, legislative and manufacturers' instructions when dealing with filling and impression materials including when:

- storing the materials (for example, lightsensitive versus temperature-sensitive products)
- disposing of the materials (for example, using the correct waste disposal methods)

Relationship to GDC learning outcomes: 1.1.8, 1.8.1, 1.8.3, 1.11.3

- quickly, malleable so can be shaped, contains fluoride
- disadvantages some require mixing by hand – can lead to wastage, not hard wearing, can be affected by moisture
- fissure sealants premolars and molars:
  - advantages can protect from caries on the hard to clean fissures, placed quickly
  - disadvantages can mask early caries, can chip easily, requires moisture control when placing
- temporary restoration/sedative dressing – can be used on any tooth:
  - advantages can be placed quickly, malleable so can be shaped, sedative properties so can prevent tooth ache, most can be used as a lining for a deep filling
  - disadvantages can be strongtasting, may not be aesthetically pleasing, is only temporary

Relationship to GDC learning outcomes: 1.1.8

# K4.4 The advantages and disadvantages of using different types of materials for impressions:

- alginate used for primary dentures, study models and mouth guards:
  - advantages flexible once the material is set
  - disadvantages: does not provide a highly accurate impression, can distort if not cared for post impression before

going to the lab, shrinkage can occur on drying out

- vinyl polysiloxane (VPS) crown impressions, crown bridges and veneers:
  - advantages higher detail capture, does not dry out, does not distort and maintains its shape
  - disadvantages difficulty in extending the working time, expensive

Relationship to GDC learning outcomes: 1.1.8

### K4.5 The principles of storing restorative and impression materials:

- placing products in date order, in accordance with stock rotation guidelines
- storing light-sensitive products in a dark area, and in accordance with the manufacturer's instructions
- storing temperature sensitive products in a fridge, and in accordance with the manufacturer's instructions
- disposing of any unused materials in correct waste bins
- storing away products not in use, in their appropriate place

Relationship to GDC learning outcomes: 1.1.8, 1.8.1, 1.8.3

# K4.6 The importance of following manufacturers' instruction when dealing with restorative and impression materials:

 ensures the product mixes and sets correctly

- ensures the product is stored and disposed of correctly
- ensures the material is used before the expiry date

Relationship to GDC learning outcomes: 1.1.8, 1.8.1, 1.8.3

### K4.7 How to safely dispose of filling and impression materials:

- in accordance with workplace and manufacturers' instructions:
  - all unused materials must be disposed of in clinical waste, with the following exceptions:
    - amalgam: amalgam waste
- unused local anaesthetic cytotoxic waste

Relationship to GDC learning outcomes: 1.1.8, 1.8.1, 1.8.3

### Occupational specialism core: Supporting Healthcare

Knowledge and skills are set out side by side within their themed sections. The numbering is sequential throughout the performance outcome, from the first knowledge statement, following on through the skills statements. The 'K' and 'S' indicate whether the statement belongs to knowledge or skills.

### **Mandatory content:**

Performance outcome 1: Assist with an individual's overall care and needs to ensure comfort and wellbeing

Performance outcome 2: Assist registered health professionals with clinical or therapeutic tasks and interventions

Performance outcome 3: Undertake a range of physiological measurements

### **Glossary**

### **Duty of care**

A legal obligation to always act in the best interest of individuals and others - do not act or fail to act in a way that results in harm; act within your competence and do not take on anything you do not believe you can safely do.

#### **Patient**

A person receiving care, support or treatment.

#### Person-centred

Focussing care on the needs, values and preferences of the individual and ensuring any clinical decisions are guided by these needs, values and preferences.

### Scope of practice

Sets out the limits of responsibility and ensures individuals do not undertake work outside of training or competence.

### Scope of role

Range of activities, duties, or responsibilities that an employee is reasonably expected to carry out or fulfil within the remit of his or her job or position.

# Performance outcome 1: Assist with an individual's overall care and needs to ensure comfort and wellbeing

Working in a person-centred way		
Know	edge – What you need to teach	Skills – What you need to teach
	udent must understand:	The student must be able to:
K1.1	The implications of health and safety regulations, their influence on practice and how they promote person-centred care	S1.25 Safeguard individuals and their wider family/carers if required and promote principles to others in practice including:
	within the supporting healthcare role including:	<ul> <li>recognising and applying the requirements to safeguard</li> </ul>
	<ul> <li>care planning (for example activities of daily living)</li> </ul>	recognising signs and symptoms of abuse
	<ul> <li>communication (including UK General Data Protection Regulations (UK GDPR), Human Rights Act 1998)</li> </ul>	<ul> <li>working in partnership with others</li> </ul>
		observing changes and reporting concerns
	duty of care (for example all necessary	<ul> <li>educating individuals and wider family/carers</li> </ul>
	precautions taken to protect physical and mental wellbeing of individual)	<ul> <li>promoting the 6 principles of safeguarding: empowerment, prevention, proportionality,</li> </ul>
	<ul> <li>risk assessment (including the Management of Health and Safety at Work Regulations 1999)</li> </ul>	<ul><li>protection, partnership, accountability</li><li>asking questions to check/clarify understanding</li></ul>
	regulatory bodies (for example National Health Service (NHS) England, NHS	<ul> <li>always acting in the best interest of individuals and others</li> </ul>
	Improvements Care Quality Commission (CQC), Health and Safety Executive (HSE))	<ul> <li>not acting or failure to act in a way that results in harm</li> </ul>
K1.2	The requirements to safeguard individuals and their wider family/carers and promote principles to others in practice including:	<ul> <li>acting within your competence/scope of practice and not taking on anything you don't believe you can safely do (for example follow competency frameworks)</li> </ul>
	<ul> <li>safeguarding legislation:</li> </ul>	following and applying the principles for
	o Care Act 2014	implementing the requirements of the 8
	<ul><li>Safeguarding Vulnerable Groups Act 2006</li></ul>	core values:  o individuality
	<ul> <li>Mental Capacity Act (2005) plus</li> <li>Amendment (2019)</li> </ul>	o rights
	<ul> <li>Mental Health Act (2007)</li> </ul>	o choice

#### Working in a person-centred way

- o Equality Act (2010)
- o Human Rights Act 1998
- o Domestic Abuse Act (2021)
- local policy and procedure (for example disclosure guidelines)
- · lines of reporting and raising concerns
- departmental procedures (for example complaints procedure)
- 6 principles of adult safeguarding:
  - o empowerment
  - o prevention
  - proportionality
  - protection
  - partnership
  - accountability
- K1.3 The requirements for following a duty of care and duty of candour within the scope of the supporting healthcare role:
  - 6Cs: care, compassion, competence, communication, courage and commitment (launched in the Compassion in Practice vision and strategy, NHS England 2012)
  - NHS values:
    - working together for patients
    - respect and dignity
    - commitment to quality of care
    - o compassion
    - improving lives
    - o everyone counts
  - personalisation agenda
  - Mental Capacity Act (2005) plus Amendment (2019)
  - · person-centred care planning

- privacy
- independence
- dignity
- respect
- partnership
- the 6 Cs:
  - o care
  - o compassion
  - o competence
  - communication
  - o courage
  - o commitment

(GEC1)

- S1.26 Implement a duty of care and candour when working with individuals and their families/carers, speaking clearly and confidently using appropriate tone and register that reflects audience and purpose including:
  - clarity around definitions
  - ensuring a person-centred process
  - minimising bureaucracy
  - distinguishing between regret and an apology
  - · robust monitoring and compliance
  - a system to deal with breaches of the duty of care/candour
  - · observing confidentiality

(GEC2)

S1.27 Follow all required standards, codes of conduct and health and safety requirements/legislation, including risk

#### Working in a person-centred way

- the role of candour in informing practice
- whistleblowing
- conflict between rights and responsibility
- K1.4 Required standards, codes of conduct and health and safety including risk assessment relevant to their role in supporting healthcare:
  - CQC 13 fundamental standards of care
  - NHS standards England
  - private healthcare standards (for example Bupa, independent hospitals)
  - occupational standards
  - · organisational codes of conduct
  - individual risk assessments for patients
  - personal health and safety responsibilities
  - current health and safety legislation
- K1.5 How to respond to incidents and emergencies relevant to their role in supporting healthcare:
  - local guidelines
  - who should undertake basic life support
  - · reporting procedures
  - recording procedures
- K1.6 How to use a range of techniques for infection prevention and control:
  - maintain good personal hygiene:
    - o hair neat and tidy
    - o clean, well-maintained uniform
  - handwashing (for example Ayliffe technique):
    - o 5 moments (WHO)
    - 12 point technique (WHO/NHS)
    - o hand care (nails, cuts, drying)

## assessment, in the healthcare environment including:

- national standards (for example NHS standards England)
- working to local policies and procedures
- general health and safety risk assessments
- · individual risk assessments
- · reporting risks
- S1.28 Maintain a safe and healthy working environment, take appropriate action in response to incidents or emergencies, following local guidelines including:
  - maintain a safe and healthy environment:
    - use of equipment (for example moving and handling)
    - use of materials (for example cleaning products)
    - o cleanliness of environment
    - be adequately equipped to maintain safety, security, privacy and personal agency
  - incidents and emergencies:
    - slips, trips and falls
    - o unresponsive patient
    - o choking
    - o bleeding wound
    - o seizure
    - o challenging behaviour
  - responding to incidents and emergencies:
    - think ahead
    - stay calm
    - assess emergency

#### Working in a person-centred way

- personal protection equipment (PPE):
  - o gloves
  - disposable plastic apron
  - full body gown
  - goggles/masks
  - headwear
  - o footwear
  - use appropriate PPE for each individual according to local policy
- spillage (for example blood and body fluids, chemicals, other liquids)
- waste management (for example infectious/hazardous waste requiring incineration, clinical waste, sharps)
- appropriate cleaning regime in line with local policy

- summon help
- react within scope of role and understand own limitations
- o record details if asked
- be involved in the debrief and feedback if required
- give relevant information using appropriate grammar and choice of words in oral speech

(GDC5, GEC2)

- S1.29 Use a range of techniques for infection prevention and control (for example waste management, spillage, handwashing, use of PPE) and have a thorough understanding of the context of the work including:
  - waste management (for example use of clinical waste bags, disposal of general waste, disposal of medication waste)
  - spillage (for example dealing with body fluids spillage, dealing with non-hazardous spillage, dealing with hazardous spillage (chemical))
  - · handwashing:
    - Ayliffe (National Institute for Health and Care Excellence (NICE))
    - o 5 moments (WHO)
    - 12-point technique (WHO/NHS)
  - PPE (for example masks, gloves, aprons):
    - providing care that is respectful of and responsive to individuals
  - · carers and relevant others:
    - o kept informed where applicable
    - active listening
    - shadowing to support patient and family centred care

Working in a person-centred way	
	(GMC10)

Providing overall care					
Knowledge – What you need to teach  The student must understand:		Skills	Skills – What you need to teach  The student must be able to:  S1.30 Provide person-centred care and support to individuals, carers and relevant others including:		
		The st			
K1.7 How current best practice and agreed ways of working support healthcare needs including:		S1.30			
	• as	sisting with care related tasks:		• inc	lividuals:
	0	simple dressings (for example plasters, sterile pad)		0	focusing care on the needs of individuals
	0	catheter care		0	involving individuals in decision making
	0	personal care/personal hygiene		0	active listening
		(including washing, dressing, bathing, toileting)		0	ensuring that individuals' preferences, needs and values guide clinical
	0	fluids and nutrition (including feeding,			decisions
	0	drinking) supporting with mobility (including		0	providing care that is respectful of and responsive to individuals
		getting in or out of bed, bathing, sitting in a chair, standing, walking)		<ul> <li>ca</li> </ul>	rers and relevant others:
K1.8	How to support individuals' care needs,		0	kept informed where applicable	
ensuring privacy and dignity i whilst recognising the importa	ng privacy and dignity is maintained		0	active listening	
	whilst recognising the importance of personal health and wellbeing including:		0	shadowing to support individual and family-centred care	
	• ind	lividuals care needs:		0	responding to questions of
	0	establishing consent			audience/individual/customer/colleague
	0	respecting cultural differences		0	responding to questions/feedback from
	0	<ul> <li>assisting with personal care/personal hygiene (for example washing, dressing, bathing, toileting)</li> </ul>			colleagues/individuals/customers
			S1.31		(GEC1, GEC2) e an effective clinical environment,

o assisting with fluids and nutrition

taking into consideration safety and promote

- continual/ongoing care (for example emotional, physical, social)
- consider communication barrier (for example language, learning, hearing)
- o age (young, old)
- privacy and dignity:
  - closing doors and windows (for example hospital curtains)
  - preserving modesty
  - o confidentiality
- importance of own personal health and wellbeing:
  - occupational health (for example immunisation, needle stick injury)
  - mental health (for example work life balance, support network to share worries, issues or concerns)
  - physical health (including diet, sleep, exercise)

## K1.9 How to interpret individual care plans in order to support a person's health, comfort and wellbeing:

- · physical needs:
  - moving and handling (for example from bed to wheelchair)
  - personal care needs (for example bathing)
  - dietary choices (for example gluten free)
  - o PPE
  - o intellectual needs
  - o language (for example spoken)
  - capacity (for example ability to consent)

### a good experience for the individual including:

- · clinical effectiveness:
  - o taking part in the audit process:
    - sharps boxes
    - clinical waste bins
    - manual and electronic information
  - o evaluation and reflection of activities
  - o identifying areas for improvement
- safety:
  - o correct use of equipment
  - correct use of materials
  - safe disposal of clinical waste

# S1.32 Move and handle individuals safely when assisting them with their care needs, using appropriate moving and handling aids including:

- · check equipment prior to use
- following appropriate moving and handling techniques (for example knees bent, back straight) when using:
  - wheelchairs (make sure brakes are applied, footrests in place):
  - hoist (make sure correct sling is used, area free from obstructions)
  - walking aids/frames (make sure it is correct height for individual, ensure appropriate footwear in place)
  - slide sheets (ensure transfers are smooth, follow the risk assessment)
  - o transfer belt
  - o board
- provide the appropriate level of detail to reflect audience and purpose

- therapeutic activity (for example rehabilitation)
- · emotional needs:
  - choice (for example individual preferences)
  - independence (for example self-care)
  - dignity (for example bathing in private)
  - social needs
  - supportive relationships (for example family interaction)
  - o activity (for example reminiscence)
  - engagement (for example exchanges in physiological observations inclusion)
  - o cultural and religious needs

## K1.10 How to recognise indicators of good physical and mental health including changes in:

- mood
- appetite
- body language
- mobility
- normal bodily functions (for example urine output)
- changes in sleep pattern
- changes in personal hygiene (for example self-neglect)

## K1.11 The importance of fluids, nutrition and food safety when providing overall care:

- fluids (for example how to avoid dehydration and/or urinary tract infections (UTI))
- nutrition (for example maintaining a healthy and balanced diet, supports

(GEC3)

## S1.33 Assist with individuals' overall comfort and wellbeing including:

- pain management:
  - o medication
- bed comfort:
  - o specialist mattress
- environmental factors:
  - o heat
  - o noise
- develop a range of technical expertise, understanding and skills proficiency across a reasonable range of commonly used devices and media in order to operate effectively within digitised contexts
- social interaction (for example contact staff and visitors)
- access to media (for example mobile phone, TV)
- providing fluids and nutrition (for example balanced food and appropriate fluid intake)
- exercise or appropriate mobilisation (for example positioning/repositioning exercises, exercises in or next to the bed, armchair exercised)
- · use appropriate technical terms

(GDC1)

# S1.34 Recognise issues and deteriorations in mental and physical health, report and respond appropriately, supporting others to do so including:

- recognise issues and deteriorations in mental health (for example signs of depression, isolation, change in attitude)
- physical health:

- recovery, malnutrition screening tool (MST))
- food safety (for example food poisoning, allergic reactions, PPE)
- K1.12 How to recognise the signs and symptoms of a person who is experiencing pain and discomfort and/or whose health and wellbeing is deteriorating including:
  - body language (for example restlessness and fidgety)
  - reactions (for example flinching when touched)
  - appearance (for example change in skin colour)
  - pain assessment tools (for example visual analogue scale (VAS), numeric rating scale (NRS))
- K1.13 How and why to report changes and deterioration when supporting individuals, including:
  - how to report (for example verbal, written, to the appropriate person)
  - · why to report:
    - o continuity of care
    - o avoid deterioration
    - ensure care needs are met
- K1.14 How to safely move and handle people when supporting their care needs using appropriate moving and handling aids:
  - when to move (for example hourly turns)
  - how to move (for example 2 staff to move):
    - risk assessment (TILE model)
    - o prepare environment
    - o encourage active participation

- o skin colour
- signs of pressure and deterioration in skin condition
- lack of mobility
- weight loss or gain
- National Early Warning Score (NEWS)2 tool
- failure to maintain personal appearance and hygiene
- record issues in deterioration on care plan
- report issues of deterioration to line manager
- respond within the scope of job role:
  - report to supervisor
  - o report to line manager
- use technical language correctly, using graphics and other tools to aid understanding
- use appropriate grammar and choice of vocabulary and correct spelling and punctuation
- listen effectively and record information accurately and concisely

(GEC1, GEC3, GEC4)

## S1.35 Recognise and respond to signs of pain and discomfort in the individual including:

- · observe individual's body language
- observe individual's reactions to activities
- · observe individual's appearance
- · ensure comfort is maintained
- work within the scope of job role
- report and record any changes to appropriate person

- o have a firm hold
- o keep weight close to body
- o keep back straight and bend knees
- move on agreed number
- o 2 staff to move
- appropriate moving and handling aids (for example slide sheet or hoist)
- · reporting maintenance concerns

## K1.15 The main types of mental ill health, and their impact on people's lives:

- · main types:
  - mood disorders (for example depression, bipolar disorder)
  - o anxiety disorders
  - o personality disorders
  - psychotic disorders
  - eating disorders
  - o trauma related disorders
  - o substance abuse disorders
- impact:
  - decision making
  - physical wellbeing
  - emotional and psychological wellbeing
  - interactions with others
  - stigma
  - o impact on family and carers
  - o financial and social

# K1.16 How to recognise indicators and limitations in mental capacity and how to respond appropriately in line with local policies and procedures:

- interpret and respond to nonverbal cues
- ask and respond to questions for clarification

(GEC2, GEC6)

## S1.36 Recognise limitations in mental capacity and respond appropriately including:

- recognising indications and limitations in mental capacity:
  - unable to understand specific information
  - unable to retain information
  - o unable to use or process information
  - o unable to communicate a choice
  - select different sources to gather information for a particular purpose
- · responding appropriately:
  - accessing a family member, friend or advocate
  - adapting information to make it more accessible
  - adapting communication (for example pictures, photographs, Makaton)
  - listen actively to contributions of others
  - adapt contribution to discussion to suit audience and purpose
  - encourage contributions from other participants

(GEC5, GEC6)

# S1.37 Use appropriate techniques and PPE to ensure effective infection prevention and control in the healthcare environment including:

· order of applying PPE:

- Mental Capacity Act (2005) plus Amendment (2019)
- understand specific information:
  - o retaining information
  - o use or weigh up information
  - o communicate a choice
- recognising indications and limitations in mental capacity:
  - unable to understand specific information
  - unable to retain information
  - o unable to use or weigh up information
  - unable to communicate a choice
- · how to respond appropriately:
  - adaption of information
  - use of advocate (Independent Mental Capacity Advocacy (IMCA)/Independent Mental Health Advocacy (IMHA))
  - o adaptation of communication

## K1.17 The importance of early diagnosis in relation to cognitive issues including:

- formulation and/or adaptation of care plans
- · appropriate treatments and support
- · advocacy discussion

#### K1.18 The possible signs of mental ill health:

- confusion
- sleep pattern disturbances
- memory loss
- changes in mood
- personality changes
- behaviour changes

- perform hand hygiene before putting on PPE
- o apron or gown
- surgical mask (where required)
- eye protection (where required)
- gloves
- order of removing PPE:
  - gloves
  - o apron or gown
  - eye protection (where required)
  - o surgical mask (where required)
  - perform hand hygiene immediately on removal
  - all PPE should be removed before leaving the area and disposed of as healthcare waste

## S1.38 Contribute, record and follow information in care plans including:

- contribute and record:
  - document aspects of daily living (for example urine output, sleep)
  - document when moving and handling has taken place
  - document comments from individuals about their care
  - organise material coherently to suit length and purpose of writing
- following care plans:
  - o read on commencement of duty
  - o implement care as written in care plan
  - discuss with individual as there may have been changes to the care plan

- · changes in appetite
- social withdrawal
- delusions
- · suicidal thoughts

## K1.19 The possible signs of learning disability in people:

- problems understanding new or complex information
- · problems coping independently
- · problems with memory
- · difficulties expressing thoughts
- problems paying attention
- · problems reading or writing

### K1.20 Why the following may be mistaken for mental ill health:

- external factors:
  - lifestyle (for example substance misuse, weight gain/loss)
  - life events (for example periods of prolonged sadness following bereavement or loss of job)
- adapting from childhood to adulthood:
  - o puberty
  - sexuality
  - gender identity (for example affirming gender, changing gender, gender fluidity)
- low mood and lack of motivation
- delirium/confusion:
  - dehydration
  - chronic illness
  - o infection
- normal ageing process:

 present information/ideas orally using non-digital and digital tools and other aids

(GEC2, GEC3)

## S1.39 Promote physical and mental health and wellbeing, providing opportunistic brief advice on health and wellbeing including:

- · physical and mental wellbeing:
  - encourage participation in physical activity
  - o encourage social activities
  - encourage individuals to eat well
  - encourage individuals to remain hydrated
  - encourage individuals to gain sufficient sleep
- providing opportunistic advice:
  - o support regarding smoking cessation
  - support regarding healthy eating
  - support regarding the use of substances (for example drugs and alcohol)
  - read, understand and synthesise information to suit audience and purpose
  - o sum up key points of discussion

(GEC5, GEC6)

- change in sleep patterns (for example sleeping more, lack of sleep, disturbed sleep)
- changes in mood (for example heightened or low mood)

## K1.21 How changes in cognition can impact health and wellbeing:

- stress
- anxiety
- frustration
- intellectual wellbeing
- social/relationships

## K1.22 How to report changes and deterioration in cognition while following appropriate procedures:

- · recording changes in care plan
- discuss concerns with an appropriate person
- monitor changes (for example memory and reasoning)
- following appropriate procedures (for example within the scope of job role)

## K1.23 How to support others to report changes and deterioration in cognition:

- working collaboratively with colleagues, family, carers or nominated next of kin
- signposting to appropriate specialism
- providing opportunities to discuss concerns
- holding regular multidisciplinary meetings

## K1.24 How to escalate changes and deterioration in cognition:

following appropriate procedures (for example for reporting)

## **Providing overall care** • recording changes within the care plan · contacting emergency services

#### Performance outcome 2: Assist registered health professionals with clinical or therapeutic tasks and interventions

Knowledge – What you need to teach  The student must understand:		Skills – What you need to teach			
		The st	The student must be able to:		
K2.1	<ul><li>2.1 A background and history of the National Health Service:</li><li>background and history:</li></ul>		S2.17 Work as part of a team to assist registered health professionals with delegated clinica or therapeutic tasks and interventions,		
	0	founded 5 July 1948 by Aneurin Bevin to make healthcare accessible to everyone		of role	ing that these tasks are within scope and responsibilities including: orking as part of a team:
	0	National Health Service Act 1946 was created to secure improvement of the physical and mental health of people		0	working with a healthcare professiona to achieve a shared goal or outcome i an effective way
	0	World Health Organisation (WHO) 7 April 1948		0	listening actively to contributions of other members of the team and summarise key points
	0	Department of Health founded 1988  Nursing and Midwifery Council founded 2002		0	working for the good of the team as a whole
	0	Public Health England founded 2013  National Institute for Health Protection		0	making relevant and constructive contributions to move discussions forward and share responsibility
	0	(NIHP) founded 2020  Health and Care Professions Council founded 2003		0	following direction from delegated tasks
	• str	uctures:		0	managing own delegated tasks in a timely manner
	0	tiered hierarchical structure		0	selecting fact from opinion recognising the difference between fact and opinion

 NHS Trusts (for example hospital, ambulance, mental health, social care and primary care services)

## K2.2 What the scope of their role is when assisting registered health professionals:

- scope of own role:
  - work to a trained level
  - competent to carry out the task
  - o safeguarding
  - whistleblowing
  - o knowing points of referral
  - o working as part of a team
  - organisational and local protocols
  - taking part in audits

## K2.3 Clinical tasks, therapeutic tasks and interventions that can be performed:

- clinical tasks:
  - taking samples
  - pressure area care
  - catheterisation
  - venepuncture
  - wound care
  - urinalysis
  - electrocardiogram (ECG)
  - physiological measurements (for example blood pressure, heart rate)
- therapeutic tasks:
  - behavioural therapy
  - physiotherapy
  - o occupational therapy
  - talking therapies

- scope of role and responsibility:
  - working to trained level
  - observing individuals
  - reporting and recording any changes to health professionals

(GEC4, GEC5, GEC6)

# S2.18 Gather appropriate, relevant and timely evidence to assist in obtaining an individual's history and review health related data and information including:

- maintain confidentiality
- communicate with the individual, their family or carers
- check any previous records (if applicable)
- establish individual's history (for example allergies, previous illnesses/conditions)
- review health related data and health related information (for example physiological measurements, test results, X-rays)
- must be adequately equipped to maintain their safety, security, privacy and personal agency
- systematically organise and record data, prior to any scaling or processing that may be required
- organise ideas and information coherently
- · organise ideas and information logically
- · express ideas clearly and concisely

(GEC1, GEC2, GEC3)

## S2.19 Handle information in relation to clinical tasks, therapeutic tasks and interventions including:

· clinical tasks:

- interventions:
  - identifying the need for change
  - o escalation procedure
  - o contact emergency services
  - changes in care plan
  - o health promotion
- K2.4 The importance of delegation protocols including the Royal College of Nursing (RCN) principles of accountability and delegation:
  - delegation must always be in the best interest of the individual and not performed simply to save time or money
  - the support worker must have been suitably trained to perform the intervention
  - full records of training given, including dates, should be kept
  - evidence that support worker's competence has been assessed should be recorded, preferably in line with recognised standards (for example National Occupational Standards)
  - there should be clear guidelines and protocols in place so that the support worker is not required to make a standalone clinical judgement
  - the role should be within the support worker's job description
  - the team and any support staff need to be informed that the activity has been delegated
  - the person who delegates the activity must ensure that an appropriate level of supervision is available and that the support worker has the opportunity for mentorship

- wound care
- o pressure area care
- · therapeutic tasks:
  - physiotherapy
  - hydrotherapy
  - interventions:
    - vaccines
    - medication (for example for the prevention of disease and control of symptoms)
    - style reflects the type of communication and purpose (for example formal/informal/external communication/internal communication/creative/in response to a brief)
    - draft standard technical documents for particular sectors using precise terminology and agreed formats

(GEC3)

- S2.20 Record, report and store manual and electronic information accurately and legibly in line with local and national policies, keep information confidential, support others to do so and apply these by taking part in audits including:
  - recording information:
    - use correct grammar, spelling and punctuation when writing in care plans
    - writing detailed and factual notes that contribute to an individual's ongoing care
    - accurately recorded (for example factual)

- the level of supervision and feedback needed depends on the recorded knowledge and competence of the support worker, the needs of the individual, the service setting and the activities assigned
- support workers must have ongoing development to make sure their competency is maintained
- the whole process must be assessed to identify any risks
- K2.5 Who the other registered professionals are that they will work with and who can undertake particular clinical and therapeutic tasks:
  - nurse:
    - giving out medication
    - o enabling rehabilitation
    - wound care
  - doctor:
    - o examining individuals
    - studying their history
    - o diagnosing their symptoms
  - occupational therapist:
    - developing a treatment plan for individuals
    - arranging support with types of activities
    - o agreeing specific goals
  - physiotherapist:
    - helping individuals recover from accident, illness, injury or surgery
    - o therapeutic physical exercise sessions
    - using specialist techniques such as electrotherapy and ultrasound

- recorded legibly (for example easy to read)
- ensuring manual and electronic records are accessible for information audit purposes
- supporting others to follow recording processes
- reporting information:
  - sharing information with health professionals
  - sharing information with individuals, families or carers
  - ensuring information is kept confidential (for example not leaving records open, discuss issues in private)
  - supporting others to follow the reporting process
- storing information:
  - paper based (for example locked away)
  - must be adequately equipped to maintain safety, security, privacy, personal agency (for example electronic information password protected)
  - supporting others to store information correctly

(GEC3, GDC5)

#### · dietitians:

- assessing individual's health needs and diet
- advising individuals on nutrition issues and healthy eating habits
- developing meal plans, taking barriers and individuals preferences into account

#### health visitor:

- giving advice to new parents
- supporting parents with their children's development needs
- o supporting children with special needs

#### midwives:

- examining and monitoring pregnant women
- assessing care requirements and writing care plans
- undertaking antenatal care in hospitals, homes and GP practices
- carrying out screening tests

## K2.6 The student must understand what their own responsibilities, duties, limitations and scope of practice is including:

- responsibilities:
  - o observations
  - food and nutrition (for example support with eating and drinking)
  - following care plans
  - compliance with legislation
  - following appropriate codes of practice
- duties and limitations:

- o duty of care
- expectations and limitations of their role in given settings
- o safeguarding
- seek and action advice from healthcare professionals
- · scope of practice:
  - must be trained to carry out the activity
  - must be experienced to carry out the activity
  - must be permitted to perform the activity
- K2.7 The importance of the 'Code of Conduct for Healthcare Support Workers and Adult Social Care Workers' in line with local policies and procedures:
  - · what it is
  - the purpose of it:
    - clarifies the organisation's mission, values and principles
    - serves as a reference helping employees locate relevant documents, services and other resources related to ethics within the organisation
    - ensures the organisation can be sure of the standards workers are expected to meet
    - ensures that the organisation can check workers can fulfil the requirements of their role, behave correctly and do the right thing at all times

- ensures that the organisation can identify areas for continuing professional development
- K2.8 The importance of working in partnership with wider healthcare teams including those in hospital, community care and social care settings:
  - · utilises team skills
  - role modelling (for example leads by example, positive attitude, respect and empathy for others)
  - · provides holistic care
  - ensures effective communication
  - supports efficient care planning and recording
  - ensures a person-centred approach
  - provides an understanding of interagency working
- K2.9 The importance of providing relevant information to contribute to clinical handovers between shifts:
  - · accurate recording and reporting
  - promoting efficiencies
  - · compliance of a care plan
  - effective communication
  - · providing person-centred care

### K2.10 The relevant points of referral for help and advice:

- line manager (the person the student reports to)
- supervisor (if not their line manager, it could be a person who works alongside them to support them in their role)
- designated point of contact

- · occupational health
- · regulatory body

## K2.11 The importance of gathering individual views and how this influences service provision:

- · improves practice
- · identifies good practice
- · used to review and adapt services

## K2.12 The ways to identify and escalate opportunities in order to provide a better or more effective service:

- · complaints procedures
- · patient advice services
- · questionnaires and surveys
- verbal communication (for example individual feedback, professional discussion)
- independent regulator (for example Healthwatch)

### K2.13 Different environments that individuals may be moved to and from including:

- transfers within the hospital (for example ward to ward)
- transfer to home (for example from hospital to home)
- transfer from secondary to primary care (for example from general care to specialist care)
- transfer between social care settings (for example from home care to residential care, community care)

## K2.14 The student must understand the steps taken within discharge procedures including:

- · preparation for safe discharge:
  - o medication
  - o equipment
  - o care package in place
- effective record keeping and handover:
  - effective care package in place
  - contact details to support services in place
  - o medication records
- safe manual handling:
  - moving and handling equipment in place including PPE
- preparation for arrival at destination:
  - carers
  - o continence aids
  - bed availability

## K2.15 How to gather appropriate, relevant and timely evidence to assist in obtaining an individual's history:

- qualitative (for example how much information is needed)
- quantitative (for example how reliable is the information received)
- sources of information (for example past records, family members, advocate, other professionals)

Personal development			
Knowledge – What you need to teach	Skills – What you need to teach		
The student must understand:	The student must be able to:		
K2.16 Why professional development, personal development plans and using feedback to develop and improve are important:	S2.21 Maintain a record of personal development and training from undertaking CPD including:		
<ul> <li>assess their skills</li> <li>assess, identify and develop their qualities</li> <li>consider their aims in life</li> <li>set goals in order to realise and maximise their potential</li> <li>plan to make relevant, positive and effective choices and decisions for future career development</li> <li>remain up to date with current practices and protocols</li> </ul>	<ul> <li>recording any formal training completed (for example moving and handling)</li> <li>recording any informal training completed (for example job shadowing)</li> <li>recording any new information gained (for example documentaries, magazines, policies and procedures)</li> <li>respond to questions of audience/client/customer/colleague</li> <li>(GEC1)</li> <li>S2.22 Use feedback to develop and improve including:         <ul> <li>active listening</li> <li>recording and reflecting on work activities (for example what went well, what could be</li> </ul> </li> </ul>		
	<ul> <li>improved)</li> <li>recording what has been improved and how</li> <li>speaking clearly and confidently using appropriate tone and register that reflects audience and purpose</li> <li>(GEC2)</li> </ul>		

#### Performance outcome 3: Undertake a range of physiological measurements

Physiological measurements	
Knowledge – What you need to teach	Skills – What you need to teach

The student must understand:

# K3.1 What physiological measurements commonly measured by the healthcare support worker are and what the normal range is for each measurement in adults:

- blood pressure (90/60 to 120/80)
- body temperature (36 to 37.5°C)
- respiration rate (12 to 20 breaths per minute)
- heart rate (60 to 100 beats per minute)
- weight/height (BMI between 18.5 and 24.9):
  - the formula is BMI = kg/m2 where kg is a person's weight in kilograms and m2 is their height in metres
  - the imperial BMI formula = weight in pounds divided by your height in inches squared and then multiply by 703
- urinary output (800 to 2000 ml per day)
- oxygen saturation (between 95%-100%)
- blood sugar levels (between 4.0 and 7.0)

#### K3.2 Why these measurements are taken:

- assessment (for example body functions and health status)
- providing information on extent of disease or disability
- provision and/or response to therapeutic interventions
- · trends and changes in physiology

#### K3.3 When these measurements are taken:

- upon arrival to the emergency department
- on admission to a ward
- at regular intervals during an individual's stay

The student must be able to:

#### S3.16 Use physiological measurement equipment:

- equipment includes:
  - blood pressure recording device
  - stethoscope
  - o thermometer
  - watch with second hand
  - pulse oximeter
  - weighing scales/tape measure
  - dip stick
  - peak flow chart
  - o peak flow monitor
  - understand the accuracy or precision that is required in measurements for a particular purpose
  - understand issues concerning the calibration of instruments
  - listen actively and record information accurately and concisely
  - use knowledge of context to find appropriate and accurate calculation for the recording of physiological measurements
  - monitor the condition of the individual throughout the measurement

(GEC4, GMC1, GMC2)

## S3.17 Record the results of physiological monitoring and measurement using relevant documentation including:

- use of correct documentation for type of physiological measurement undertaken:
  - o blood pressure chart
  - body temperature chart

- before, during and after a procedure (for example the fitting of a pacemaker)
- · before, during and after surgery
- · back on the ward at certain intervals
- pre-op clinic

#### K3.4 How these measurements are taken:

- use of stethoscope (for example on heart and lungs)
- use of sphygmomanometer manual or digital (for example for blood pressure)
- use of thermometer electronic, tympanic membrane sensors (for example for body temperature)
- use pulse oximeter (for example for oxygen in blood)
- use a watch with second hand (for example for pulse reading)
- how procedure may need to be adapted for individuals

## K3.5 How to monitor elimination, nutrition and hydration:

- elimination (for example urine and bowel charts)
- nutrition (for example food diaries)
- hydration (for example fluid balance charts)
- body measurements (body mass index (BMI))

## K3.6 Major factors that influence changes in physiological measurement:

- infection
- disease
- chronic illness
- age/weight

- peak flow chart
- weight/height chart
- urine output chart
- National Early Warning Scores (NEWS) 2 chart
- · accurate and timely recording
- · storage and sharing of records
- · confidentiality of records
- use correct grammar, spelling and punctuation

(GEC3)

## S3.18 Demonstrate the correct process for reporting measurements that fall outside normal levels including:

- awareness of local processes (for example procedure for reporting, who to report to)
- request clarification where appropriate
- when unable to obtain/read measurements

# S3.19 Calculate National Early Warning Scores (NEWS) 2 and escalate findings to a registered health professional where appropriate including:

- early warning scores:
  - calculated (for example a score of 0, 1, 2 or 3)
  - recorded (for example colour coded NEWS2 chart)
  - used (for example to respond to acute illness)
  - escalation (for example specialist intervention)
- recognise and understand cumulative errors and the effect that errors in

- · hydration and nutritional status
- environment (for example hypothermia, malnutrition)
- lifestyle (for example smoking, drugs, diet, stress)
- medication (for example beta blockers, statins, paracetamol, inhalers)
- mental state (for example anxiety, depression)

### K3.7 Types of equipment used for measuring physiological states in adults:

- blood pressure (for example sphygmomanometer, cuff and stethoscope)
- body temperature (for example thermometer)
- breathing rate (for example observation)
- pulse rate (for example manual or pulse oximeter)
- weight/height (for example scales and measurements)
- urinary output (for example catheter, measuring jug)
- oxygen saturation (for example pulse oximeter)
- blood sugar levels (for example glucometer)
- monitoring elimination (for example observation charts)
- nutrition and hydration (for example observation charts)

### K3.8 How to check that each piece of equipment is in working order:

- follow manufacturer's instructions
- visual checks (for wear and tear)

- measurement have on subsequent use of values in further processing
- understand accuracy or precision that is required in measurement for a particular purpose

(GMC1)

 report faulty equipment and remove from service if required

## K3.9 The importance of recording results from physiological measurement tests:

- how:
  - o paper-based records
  - o electronic records
- why:
  - track changes
  - inform others
  - informs treatments
- what:
  - regular readings
  - any deviations from regular readings

## K3.10 The purpose of the NEWS 2012 and NEWS2 2017 system:

- · to determine how ill an individual is
- inform the care they receive
- supports a system to standardise the assessment and response to acute illnesses

## K3.11 How an early warning score is calculated and used:

- physiological parameters:
  - o respiration rate
  - o oxygen saturation
  - o blood pressure
  - o pulse rate
  - level of consciousness or new confusion
  - o temperature
- calculated (for example a score of 0, 1, 2 or 3)

- recorded (for example colour coded NEWS2 chart)
- used (for example to respond to acute illness)
- escalation (for example specialist intervention)

## K3.12 Reasons for taking and testing venous and capillary blood and other specimens:

- monitoring a new or pre-existing illness
- further investigation
- · pre-operative checks
- · clarification of diagnosis
- review treatment plan

## K3.13 Procedures for taking and testing venous and capillary blood and other specimens:

- · venous blood
- · capillary blood
- other specimens:
  - o urine, stool, sputum

Policy and good practice			
Knowledge – What you need to teach	Skills – What you need to teach		
The student must understand:	The student must be able to:		
K3.14 What policy and current good practices affect work practice when undertaking physiological measurements:	S3.20 Apply current policy and good practice techniques when undertaking physiological measurement including:		
<ul> <li>consent</li> </ul>	gaining consent		
infection control	<ul> <li>maintaining privacy and dignity</li> </ul>		
<ul> <li>waste management</li> </ul>	following infection control processes		
health and safety	following waste management processes		

#### Policy and good practice

- · data protection
- equality and diversity
- · human rights
- safeguarding
- · recording and reporting

#### K3.15 Why these practices are important:

- · comply with legislation
- respect individual's right to refuse care if they wish
- · reduce the risk of infection
- correct disposal of waste products
- comply with health and safety requirements
- · maintain confidentiality
- · accurate/correct recording and reporting

- · following health and safety guidance
- adhering to UK GDPR
- · promoting equality and diversity
- observing and responding to any safeguarding concerns (if applicable)
- · recording and reporting of results
- · correct labelling of specimens
- listening actively and recording information accurately and concisely
- asking and responding to questions for clarification
- considering upper and lower bounds when appropriate
- using knowledge of context to find appropriate and accurate calculation for the recording of physiological measurements

(GEC4, GEC6, GMC1, GMC2)

## Occupational specialism – option A: Supporting the Adult Nursing Team

Knowledge and skills are set out side by side within their themed sections. The numbering is sequential throughout the performance outcome, from the first knowledge statement, following on through the skills statements. The 'K' and 'S' indicate whether the statement belongs to knowledge or skills.

The knowledge and skills have been aligned to the standards of proficiency for registered nurses set by the Nursing and Midwifery Council (NMC)

#### **Mandatory content:**

Performance outcome 1: Assist the adult nursing team with clinical tasks

Performance outcome 2: Support individuals to meet activities of daily living

Performance outcome 3: Assist with skin integrity assessments and with the care and treatment of skin conditions

#### **Glossary**

#### Individual

A person who may require care, assessment, investigation, support or treatment

#### **Patient**

A person receiving care, support or treatment

#### Person-centred

Focussing care on the needs, values and preferences of the individual and ensuring any clinical decisions are guided by these needs, values and preferences

#### Scope of role

Range of activities, duties, or responsibilities that an employee is reasonably expected to carry out or fulfil within the remit of his or her job or position

#### Performance outcome 1: Assist the adult nursing team with clinical skills

Guide	Guidelines, policy and service frameworks for adults		
Knowledge – What you need to teach		Skills – What you need to teach	
The st	udent must understand:  The importance of adhering to current legal policy and service frameworks when assisting with delegated clinical skills for	The student must be able to:  S1.17 Adhere to current legal policy and service frameworks when assisting with delegated clinical skills for adults:	
K1.2	<ul> <li>adults:</li> <li>compliance is a legal requirement</li> <li>policies are in place to protect the individual and healthcare staff</li> <li>lack of compliance could result in: <ul> <li>harm to individuals</li> <li>malpractice investigations</li> <li>closure of service</li> <li>loss of employment</li> <li>prosecution</li> </ul> </li> <li>The relevance of current guidelines,</li> </ul>	<ul> <li>reading applicable text and using appropriate sources to apply into workplace practices:         <ul> <li>compliance with health and safety regulations</li> <li>compliance with safeguarding legislation (for example Care Act 2014)</li> <li>national standards (for example NHS standards England)</li> </ul> </li> <li>compliance with the Nursing and Midwifery Council The Code – professional standards including:</li> </ul>	
	standards, policies and frameworks, set by government, regulatory bodies and delivery partners to ensure core values of care are adhered to when assisting the adult nursing team with clinical skills:  • government, regulatory bodies and delivery partners including:	<ul> <li>prioritise people</li> <li>practise effectively</li> <li>preserve safety</li> <li>promote professionalism and trust</li> <li>adherence to the NHS values:</li> </ul>	
	<ul> <li>Department of Health and Social Care (DHSC)</li> <li>Nursing and Midwifery Council (NMC)</li> <li>Care Quality Commission (CQC)</li> <li>Skills for Care (SfC)</li> <li>Skills for Health</li> <li>guidelines, standards, policies and frameworks including:</li> </ul>	<ul> <li>working together for individuals</li> <li>respect and dignity</li> <li>commitment to quality of care</li> <li>compassion</li> <li>improving lives</li> <li>everyone counts</li> <li>perform the sequence of steps for basic</li> </ul>	
	<ul> <li>guidelines, standards, policies and frameworks including:</li> <li>Health and Care Act 2022</li> </ul>	perform the sequence of steps for basic life support adhering to guidelines and policies of the Resuscitation Council UK	

#### Guidelines, policy and service frameworks for adults

o Care Act 2014

(GMC5)

- o NHS constitution
- Nursing and Midwifery Council Code and Standards
- o Care Certificate
- Mental Health Act 2007
- for each of the above guidelines, standards, policies and frameworks:
  - who does it protect
  - who owns/regulates it
  - how does it protect people
- the relevance of guidelines, standards, policies and frameworks when assisting the adult nursing team with clinical skills:
  - ensuring a consistent standard of safe and high-quality person-centred care is provided to all individuals
  - ensuring all those providing healthcare are trained and competent
  - failure to follow could result in a charge of negligence
- guidelines and policies in relation to performing basic life support (BLS)
  - the options available for undertaking basic life support training
  - the sequence of steps required for BLS
  - what adjuncts there are and when you could use them (for example selfinflating bag)

Routi	ne clinical skills most relevant for adults		
Knowledge – What you need to teach		Skills – What you need to teach	
The st	tudent must understand:  The range of clinical skills undertaken to promote and support wellbeing in relation	The student must be able to:  S1.18 Demonstrate the ability to carry out clinical skills for individuals including clinical	
K1.4	<ul> <li>food and drink is provided which is appropriate to the individual's condition and preferences (for example dietary needs, religious requirements)</li> <li>dietary planning is undertaken in collaboration with individuals, wherever possible, and professional colleagues</li> <li>appropriate equipment is provided to support individuals to be independent when eating and drinking</li> <li>appropriate support is given with eating and drinking when using feeding techniques</li> <li>fluid intake and output is monitored and recorded</li> <li>food intake is monitored and recorded</li> <li>individual's ability to swallow is monitored and assessed</li> <li>potential effects of medicines on eating and drinking are considered</li> <li>The range of clinical skills undertaken to promote and support wellbeing in relation to healthy bowel and bladder function in adult nursing:</li> <li>dietary planning is undertaken (for example patients with continence issues, postsurgical patients)</li> </ul>	assessments and reporting findings:  taking the following physiological measurements using the correct equipment and procedure to ensure accuracy, precision and any sampling errors are avoided:  weight  height  body temperature  blood pressure  BMI  respiration rate  heart rate  oxygen saturation  collection of urine and faecal specimens  monitoring fluid intake and output using appropriate representation to reflect healthcare sector standard practice  correct assessment of the need for a simple wound dressing and appropriate escalation  dietary planning, including accurate physiological calculations for calorie intake  promoting adequate nutrition and hydration	
	faecal samples collected and analysed	<ul> <li>accurately and precisely recording the physiological markers onto an observation</li> </ul>	

chart

• urine samples collected and analysed

- rectal examinations and administration of medicines (for example enemas and suppositories)
- K1.5 The range of clinical skills undertaken to promote and support wellbeing in relation to mouth care in adult nursing:
  - oral care assessment is completed using a suitable tool (for example a risk assessment form)
  - · oral healthcare plan is devised
  - daily mouth care delivered based on needs and preferences
- K1.6 The range of clinical skills undertaken to promote and support wellbeing in relation to mental health in adult nursing:
  - promotion of individual's general health and wellbeing
  - adherence to individual's mental healthcare plan
  - recognition of key signs and symptoms of mental illness or distress
  - knowledge of how to report safeguarding concerns
- K1.7 The range of clinical skills undertaken to promote and support wellbeing in relation to condition of skin, hair and nails in adult nursing:
  - skin integrity assessment (body mapping) undertaken
  - care plan devised to meet normal hygiene needs
  - maintenance through good nutrition and hydration
  - dressings, ointments or simple wound dressings applied as prescribed/needed

- giving explanations to others in a clear and unambiguous way
- responding effectively to questions from adult/audience/colleague

(GEC1, GMC1, GDC4)

## S1.19 Support risk assessments for adults and escalate where appropriate:

- effectively assisting with any of the following risk assessments:
  - malnutrition screening tool (MST)
  - o Braden scale
  - Waterlow score
  - o wound
  - o oral health assessment
  - o continence
  - o Bristol stool scale
  - o fluid balance
  - o nutrition assessment
  - o pain assessment
  - mobility
- · identifying the risks
- evaluating the risk and establishing suitable precautions
- recording findings
- reading, understanding and synthesising assessment findings (for example fluids, food, and nutrition intake)
- reporting within scope of role (for example to supervisor/line manager)

(GEC1, GEC5)

- referral to podiatrist/dermatologist when required
- K1.8 How effective communication skills, including ensuring the most appropriate communication techniques are adopted, support all routine clinical skills when assisting the adult nursing team:
  - enhances the experience of the individual:
    - o they feel listened to
    - have a clear understanding of their treatment
  - · eases individual's anxiety:
  - enables individual to continue to use the services provided (for example routine check-ups, diagnosis, treatment)
  - enables the individual's needs to be understood
  - prevents against the potential harm of a misunderstanding (for example wrong dosage given)
- K1.9 How the collection of specimens and undertaking individual observations in adult nursing supports a range of risk assessments and clinical assessments undertaken by registered professionals:
  - Braden scale:
    - assesses skin integrity in terms of likelihood of an individual developing a pressure ulcer
    - supported by the observation of skin moisture levels and response to mild pressure being applied
  - Bristol stool scale:
    - assesses health in relation to stool type, using 7 types of stools

- supported by the collection of faecal samples and observations of individual bowel movements
- malnutrition screening tool (MST):
  - assesses individuals who are malnourished, at risk of malnutrition, or obese
  - supported by height and weight measurements to calculate BMI
- Waterlow score:
  - assesses risk of the development of a pressure sore in the individual
  - supported by observation of the skin, monitoring mobility and continence levels
- oral health assessment:
  - assesses whether an individual has oral health problems and needs to be referred for dental treatment
  - supported by observation of how an individual manages their daily mouth care routine
- wound:
  - assesses state of wound to prescribe appropriate treatment
  - supported by skin integrity assessment
- continence:
  - assesses the causes of, and factors contributing to, urinary and faecal symptoms
  - supported by appropriate dietary planning
- fluid balance:
  - assesses and interprets fluid and electrolyte balance

- supported by fluid intake and output monitoring
- nutrition assessment:
  - assesses and identifies individuals who are at nutritional risk
  - supported by food chart and physiological measurements (for example BMI, weight)
- pain assessment:
  - assesses pain levels to diagnose and determine suitable treatment
  - supported by a range of pain assessment tools
- mobility:
  - assesses individual's physical function to determine appropriate handling and mobility aids
  - supported by use of appropriate moving and handling techniques

Moving and handling adults			
Knowledge – What you need to teach	Skills – What you need to teach		
<ul> <li>The student must understand:</li> <li>K1.10 The fundamental principles of moving and handling individuals using evidence-based practice:</li> <li>following regulations and procedures involved in the Health and Safety at Work etc Act 1974 and the Manual Handling Operations Regulations 1992</li> </ul>	The student must be able to:  S1.20 Demonstrate safe practice when moving and/or positioning the individual for treatment or to complete clinical skills using appropriate moving and handling aids:  • identifying whether the individual has an established moving and handling risk assessment in place, if so the individual should be moved in accordance with this		

#### Moving and handling adults

- establishing whether the individual has a moving and handling risk assessment in place
- maintaining the individual's privacy and dignity (for example curtain is closed when using hoist)
- the task:
  - what moving and handling is needed (for example transfer the individual from sitting to standing position)
- the individual's capabilities:
  - the capabilities of the handler (for example physical strength)
- the working environment:
  - equipment available (for example a hoist) or any potential changes needed to the environment
- the individual:
  - what are the needs of the individual (for example if bedbound other issues that need to be taken into account before moving the individual)
- K1.11 How to safely move and handle individuals using the following moving and handling aids:
  - wheelchairs
  - walking aid/frame
  - slide sheets
  - hoists
- K1.12 The importance of adhering to agreed ways of working when using appropriate techniques to safely move and handle individuals relevant to their condition (for example general postoperative, bariatric, frailty of general mobility):

- explaining to the individual/colleagues, in a clear and in an unambiguous way, what is happening:
  - taking into account relevant factors (for example age, mental capacity, physical condition)
  - checking that the individual/colleague has understood the explanation
- following appropriate moving and handling techniques (for example knees bent, back straight)
- adherence to regulations and procedures within the Health and Safety at Work etc Act 1974 and the Manual Handling Operations Regulations 1992
- ensuring individual's dignity is maintained (for example curtain closed when using hoist)
- ensuring moving and handling equipment is used correctly:
  - o wheelchairs:
    - brakes applied
    - footrests in place
  - o hoist:
    - ensure correct sling is used
    - area free from obstructions
  - o walking aids/frames:
    - correct height for individual
    - ensure appropriate footwear is in place
  - o slide sheets:
    - ensure the fabric is still slippery
    - follow risk assessment procedure
  - transfer board:

#### Moving and handling adults

- avoiding any discomfort or injury to the individual
- avoiding any discomfort or injury to yourself
- maintaining an individual's privacy and dignity
- · making effective use of equipment

- ensure correct board is used
- check weight of individual is compatible with board
- o transfer belt:
  - ensure belt is comfortably tight
- o sling:
  - ensure environment is clear of obstacles
  - follow manufacturer's guidance for use of equipment

(GEC1)

#### Equipment, resources and environment used in clinical skills for adults

#### Knowledge - What you need to teach

#### The student must understand

# K1.13 When monitoring, recording and supporting the overall care and wellbeing of individuals, the range of equipment and resources used, where to source and how to check them:

- equipment and resources used:
  - o medical devices:
    - manual and automatic blood pressure machines (blood pressure)
    - tympanic thermometer (temperature)
    - pulse oximeter (oxygen saturation)
    - scales and tape measure (weight and height)
    - glucometer (blood sugar levels)

#### Skills - What you need to teach

The student must be able to:

## S1.21 Monitor and maintain the environment, equipment and resources when assisting with clinical skills for individuals:

- ensuring safe use of equipment (for example moving and handling)
- ensuring equipment is available and correctly located
- maintaining equipment records
- ensuring correct infection prevention and control procedures are adhered to
- escalating any issues (for example faulty, unsafe) to line manager

## S1.22 Demonstrate the ability to perform first line calibration on clinical equipment:

#### Equipment, resources and environment used in clinical skills for adults

- o personal care equipment:
  - specialised mechanical beds
  - commodes
  - pressure relieving mattresses
  - sensor pads
- individual personal care equipment (for example sensory aids):
  - walking aids
  - hearing aids
  - glasses
  - dentures
- where to source equipment and resources:
  - o storerooms
  - medical equipment libraries
  - external agencies
  - procurement of equipment from other areas
- how to check equipment and resources:
  - follow standard operating procedures
  - complete calibration of equipment when required (weekly, monthly, yearly)
  - check equipment/resources for any damage
  - o complete equipment check records
- K1.14 The procedures of how to check emergency equipment (for example a resuscitation trolley):
  - · checked by registered professional
  - daily checking requirements
  - · monthly checking requirements
  - · documentation to be completed

- complete checks to the following clinical equipment whilst adhering to relevant standard operating procedures:
  - automatic and manual blood pressure machine
  - tympanic thermometer
  - pulse oximeter
  - weighing scales
  - o glucometer
- identify issues concerning the calibration of instruments
- identify the risks and issues associated with the use of digital devices and technology
- interpret the language of digital clinical equipment
- follow procedures to confirm the accuracy, precision and operational effectiveness of equipment
- identify any equipment that does not meet calibration standards (for example thermometer is reading low when clinical signs suggest temperature should be higher) and take action to prevent accidental use
- notify supervisor of the status of equipment following calibration, seeking advice as necessary

(GMC1, GDC1)

#### Equipment, resources and environment used in clinical skills for adults

## K1.15 The different environments in which clinical skills in adult nursing are undertaken:

- NHS hospital wards, outpatient units or specialist departments
- the community:
  - o individual's home
  - GP surgery
  - o nursing home
- · prison hospitals
- voluntary or private sector hospitals, hospices and clinics

## K1.16 The range of checks to emergency equipment and why these checks are carried out:

- range of checks to emergency equipment:
  - o resuscitation checklist
  - calibration of relevant equipment in accordance with manufacturer's instructions
  - o defibrillator charged and working
  - oxygen cylinder is full
  - all equipment as detailed on checklist is present
  - o equipment is clean
  - o all perishables are in date
- why checks are carried out:
  - to ensure equipment is working effectively
  - to ensure everything is available and located correctly
  - to ensure infection prevention compliance

### Performance outcome 2: Support individuals to meet activities of daily living

Activities of daily living			
Know	rledge – What you need to teach	Skills – What you need to teach	
The s	tudent must understand:	The student must be able to:	
K2.1	The purpose and importance of supporting the individual with a range of activities of daily living:	S2.10 Support or enable individuals to maintain good nutrition and hydration and record details:	
	nutrition and hydration:	<ul> <li>promoting current healthy nutrition and</li> </ul>	
	<ul> <li>principles of good nutrition and hydration (for example balanced diet,</li> </ul>	hydration initiatives to support individual to make healthy choices	
	<ul><li>adequate hydration):</li><li>to maintain wellbeing and support</li></ul>	<ul> <li>assessment of ability to swallow under the guidance of a registered professional</li> </ul>	
	recovery	<ul> <li>identifying needs (for example dietary</li> </ul>	
	<ul> <li>the different types of diet (for example modified, high protein)</li> </ul>	requirements, specific eating equipment, likes/dislikes/preferences, barriers, support needs)	
	<ul> <li>alternative forms of nutrition and hydration:</li> </ul>	completing the following documentation:	
	<ul> <li>percutaneous endoscopic</li> </ul>	<ul> <li>food and drink chart</li> </ul>	
	gastrostomy (PEG) feeding	<ul> <li>nutritional plan</li> </ul>	
	<ul><li>percutaneous endoscopic jejunostomy (PEJ) feeding</li></ul>	recording data onto food and drink record chart, ensuring accuracy and precision is	
	<ul><li>nasogastric (NG) feeding</li></ul>	maintained	
	<ul> <li>total parenteral nutritional (TPN) feeds</li> </ul>	<ul> <li>demonstrate awareness of factors that may affect routine care plan (for example religious beliefs, eating disorders)</li> </ul>	
	<ul><li>intravenous infusion fluids</li></ul>	making judgements about appropriate	
	<ul> <li>methods of monitoring and recording nutrition and hydration intake:</li> </ul>	nutrition and hydration in response to analysis of data	
	<ul> <li>food and drink record chart</li> </ul>	(GMC1, GMC6)	
	<ul> <li>signs and symptoms of poor nutrition and inadequate hydration</li> </ul>	S2.11 Support or enable individuals to maintain continence:	
	<ul><li>promoting good nutrition and hydration:</li></ul>	<ul> <li>ensuring regular toileting prompts to maintain independence</li> </ul>	
	<ul> <li>health promotion campaigns</li> </ul>		
	<ul> <li>current government guidelines</li> </ul>		
		1	

#### **Activities of daily living**

- individual healthy options within a clinical or community setting
- · maintaining continence:
  - reminders and prompts to use the toilet
  - ensuring appropriate environment for the individual
  - o use of aids and adaptations
  - maintaining the individual's privacy and dignity
  - mental and/or physical ability to use the toilet
- personal hygiene (for example washing/bathing):
  - o infection prevention
  - dignity and privacy
  - o promoting independence
  - intimate care
  - o checking skin integrity
- · personal appearance:
  - upholding and supporting personal choice
  - o supporting independence
  - recognition of altered body image (for example loss of limb)
  - o dressing and undressing
- oral care:
  - correct care and fit of dentures
  - promotion of dental hygiene:
    - effective tooth brushing
    - flossing
  - regular visits to the dentist
  - o oral health assessment

- ensuring appropriate equipment is available (for example pads, bed pans, commode next to bed)
- providing appropriate mechanisms for communicating toileting needs (for example call bell)
- providing individuals with pelvic floor exercises to help to strengthen the muscles surrounding the bladder

### S2.12 Support or enable individuals to maintain good personal hygiene:

- appropriate washing and bathing of the body and hair:
  - o be sensitive
  - maintain individual's privacy and dignity
  - tell the individual what you are going to do
  - toiletry choices (for example, deodorant)
- encourage the individual's independence in washing and bathing whilst recognising where assistance is required
- promoting oral hygiene:
  - demonstrating correct brushing and flossing techniques
  - completing oral health assessment

### S2.13 Support or enable individuals to dress and undress:

- maintaining dignity (for example close door/curtain)
- encouraging active participation
- providing choice of clothing to align with individual's preferences (for example comfort, fastenings)

#### **Activities of daily living**

- mobility:
  - o encourage and support independence
  - appropriate risk assessment (for example falls risk assessment)
  - o aids and adaptations
  - repositioning
  - environmental factors
- sleep and rest:
  - o enhance recovery
  - improve physical and mental wellbeing
  - o increase productivity
- expressing sexuality:
  - o gender expression:
    - respecting individual's style preferences (for example hairstyle, style of dress)
  - cultural preferences (for example physical contact, preference on gender of health worker providing care)
  - impact of certain conditions (for example dementia) on expression of sexuality
  - o professional boundaries

## K2.2 The different types of long-term conditions and their impact on activities of daily living:

- physical conditions (for example chronic pain, chronic fatigue, obesity, injury, pressure sores/ulcers):
  - o impact:
    - unable to complete activities of daily living without support
- mental health conditions:
  - impacts:

 working appropriately with other team members to assess level of independence

## S2.14 Support or enable individuals to be mobile (for example walking frames, walking stick, crutches):

- following appropriate moving and handling techniques in accordance with their mobility assessment
- ensuring all necessary aids and equipment are available and appropriately measured for the individual

### S2.15 Support or enable individuals to rest, sleep and keep safe:

- providing appropriate equipment (for example mask, ear plugs)
- maintaining an appropriate environment (for example not too hot/too cold, not too light, not too noisy)
- providing appropriate relaxation aids (for example books, music, relaxation exercises)
- safeguarding (for example personal safety)

## S2.16 Support or enable individuals to express their sexuality:

- encouraging and promoting individual preferences regarding:
  - how the individual chooses to dress
  - relationships (for example same sex)
  - how the individual chooses to identify (for example pronoun preferences, he, she, they)

## S2.17 Appropriately manage situations in which individuals cannot do things for themselves:

#### **Activities of daily living**

- may lack capacity to understand the importance of undertaking daily living activities as described in Mental Capacity Act (2005) plus Amendment (2019)
- may lack motivation or desire to undertake daily living activities
- may lack cognition around personal safety when undertaking daily living activities
- sensory impairment:
  - impact:
    - unable to complete activities of daily living without support
- K2.3 How to support or enable individuals to complete activities of daily living in line with their care plan, using a person-centred and enabling approach (for example how to correctly and appropriately support individuals with eating and drinking):
  - factors to consider:
    - o age groups
    - environment
    - religion (for example religious holidays, foods that can/cannot be eaten)
    - individual needs and goals
    - o individual preference
    - o social interaction
    - positive relationships
    - Health and Care Act (2022)
      - individual has care/treatment that is personalised for them

- making relevant and constructive contributions to support person-centred care
- encouraging contributions from the individual (for example use of persuasive arguments to encourage)
- supporting with personal care needs (for example washing, dressing, using the toilet)
- supporting and promoting independence with eating and drinking
- supporting independence to manage individual's medication safely
- where necessary, communicating with family members/carers to gain information on individual preferences and log appropriately on care plan
- S2.18 Support individuals to take responsibility for their own health and wellbeing when advising and informing them on managing their own conditions:
  - giving explanations in a clear and unambiguous way taking into account relevant factors (for example age, mental capacity)
  - communicating in a range of different formats appropriate to the individual (for example relevant language, braille)
  - presenting information orally using nondigital and digital tools and other aids
  - promoting independence (for example choices, decision making, consequences)
  - signposting to appropriate support resources/services

(GEC1, GEC2)

Role	of carers in meeting the needs of adults	
Know	ledge – What you need to teach	Skills – What you need to teach
The st	rudent must understand:	The student must be able to:
K2.4	The different types of carers and their role in meeting the needs of individuals:  • types of carer:	S2.19 Demonstrate the ability to advise and discuss with carers how to support individuals on managing their own conditions:
	<ul><li>informal carers:</li><li>family</li><li>neighbours</li></ul>	giving explanations in a clear and unambiguous way, taking into account the level and experience of the carer
	<ul><li>friends</li><li>formal:</li><li>health workers</li></ul>	successful and appropriate use of a variety of information and collaborative elements as part of digital communication      responding effectively to questions from
	• types of support:	<ul> <li>responding effectively to questions from carer</li> </ul>
	<ul><li>advocacy</li><li>emotional support</li><li>financial support</li></ul>	<ul> <li>working in partnership with the carer</li> <li>using appropriate language and terminology to meet the needs of the individuals</li> </ul>
	<ul> <li>promoting independence</li> </ul>	(GEC1, GEC2, GDC3)
	<ul> <li>assisting with activities of daily living</li> <li>support to maintain an individual's wellbeing</li> </ul>	S2.20 Provide appropriate care that helps individuals with advanced, progressive, and life limiting conditions to live as well as possible:
K2.5	The concept of informal carers and the general rights of carers when supporting individuals to meet activities of daily living:	<ul> <li>ensuring the individual is kept as comfortable as possible:</li> </ul>
	concept of informal carers:	o identify signs of pain and
	<ul> <li>any person who provides care on an unpaid basis</li> </ul>	communicate to registered professional
	<ul> <li>are often family members or close friends or neighbours of the individual</li> </ul>	<ul> <li>bed comfort (for example a specialist mattress)</li> </ul>
	o amount of care provided varies	<ul> <li>suitable environment (for example temperature, noise)</li> </ul>
	<ul> <li>activities undertaken as part of the care provided varies</li> </ul>	maintaining individual's wellbeing:
	rights of informal carers:	<ul> <li>providing social interaction (for example contact with staff, visitors)</li> </ul>

example contact with staff, visitors)

#### Role of carers in meeting the needs of adults

- entitled to an assessment of their needs as a care giver
- may be entitled to financial support through benefits
- entitled to flexible working arrangements
- entitled to take unpaid leave to provide support in emergencies
- general rights of carers:
  - to be respected and not be abused
  - to not be discriminated against
  - to be treated in alignment with the Equality Act 2010
- K2.6 The possible roles of informal carers and the importance of working in partnership with them, when supporting individuals to meet activities of daily living:
  - · role may include:
    - providing personal care
    - monitoring medication
    - undertaking practical care tasks (for example shopping, laundry and cleaning)
    - providing company and emotional support
    - acting as a power of attorney in property and financial affairs
  - importance of working in partnership with informal carers:
    - need to recognise and value the support provided by the informal carer
    - ensure carers are involved in discussions about care being provided to the individual

- providing access to media (for example TV, phone)
- providing appropriate nutrition and hydration
- discussing the care plan with the individual and/or carer/family and gaining consent
- · updating and adhering to the care plan
- identifying religious and cultural beliefs and considering them (for example ensuring individuals know where to locate prayer rooms)
- giving explanations to the individual in a clear and unambiguous way taking into account their level and experience
- listening actively and recording information accurately and concisely

(GEC1, GEC4, GEC6)

#### Role of carers in meeting the needs of adults

 develop a working relationship with the carer to ensure the best level of support possible is provided

## K2.7 The symptoms and implications associated with frailty:

- · deconditioning:
  - reduction in mobility
  - o incontinence
  - increase in falls risk
- · loss of bone density and muscle mass
- dementia/cognitive decline
- mental health conditions (for example depression)
- higher risk of developing infections
- K2.8 The importance of early diagnosis in relation to dementia and other cognitive issues, why depression delirium and the normal ageing process may be mistaken for dementia and how other conditions may contribute to early onset dementia:
  - similarities between the symptoms of depression and delirium:
    - hallucinations
    - lethargy/withdrawal
    - o disturbed sleeping patterns
    - o reduced ability to retain information
    - o restlessness
    - o distinctive changes in behaviour
  - similarities between the symptoms of the normal ageing process and dementia:
    - disturbed sleeping patterns
    - reduced ability to retain information
    - reduction in mobility

#### Role of carers in meeting the needs of adults

- o reduced appetite
- o reduced sensory capacity
- why early diagnosis of dementia and other cognitive issues is important:
  - o improved quality of life
  - appropriate medication may slow down the progress of the disease
  - o early access to support services
  - legal documentation can be arranged (for example lasting power of attorney LPOA, advanced directive)
- how other factors may contribute to early onset dementia:
  - stroke
  - o lifestyle (for example alcoholism)
  - o acquired brain injury
  - genetic conditions (for example Huntington's disease)

## K2.9 The factors that impact on the care of the dying and the deceased to ensure most appropriate care is provided:

- pain management to relieve distress and discomfort
- following agreed care plan, with regular reviews
- recognition of religious and cultural beliefs
- recognition of policies and procedures around death
- recognition of wishes regarding resuscitation and organ donation
- recognition that care does not stop at point of death
- providing care and support to the carer and family including emotional and practical bereavement support

## Performance outcome 3: Assist with skin integrity assessments and with the care and treatment of skin conditions

Knowledge – What you need to teach	Skills – What you need to teach
The student must understand:  • the main functions of skin:  • acts as a barrier for microbes  • regulates the temperature of the body  • prevents loss of essential body fluids  • provides protection against penetration of mechanical, physical and hazardous substances  • protection from harmful effects of the sun and radiation  • excretes toxic substances with sweat  • sensory organ for touch, heat and cold  • vitamin D synthesis  • the structure of the skin is made up of 3 layers which provide different functions:  • the epidermis:  • provides a waterproof barrier and creates our skin tone  • the dermis:  • contains tough connective tissue, hair follicles and sweat glands  • the hypodermis:  • storage of fat which provides insulation, cushioning and also provides a protective layer	The student must be able to:  \$3.7 Apply knowledge of skin physiology (function and structure) and pathophysiology when assisting with skin integrity assessments and the care and treatment of skin conditions:  • ensuring the accuracy and precision that is required both in recording and interpreting skin integrity assessments  • using appropriate technical terms  • using appropriate assessment tools  • applying knowledge of skin physiology and pathophysiology to objectively assess skin conditions  • using technology as appropriate to carry out clinical interventions in preparation for reporting and/or interpretation  • applying creams/lotions/ointment:  • steroid creams  • moisturisers  • water based creams  • applying and removing dressings where directed  • skin conditions:  • psoriasis  • eczema  • cuts and abrasions  • burns

#### Skin physiology and pathophysiology

## K3.2 The pathophysiology of the skin ageing process and the factors affecting skin integrity:

- pathophysiology of the skin ageing process:
  - o loss of elasticity
  - thinning
  - slower regeneration
  - o loss of fat
  - o reduced absorption of nutrients
- factors affecting skin integrity:
  - lifestyle (for example diet, smoking)
  - environmental (for example outside working, pollen)
  - medical (for example medication, health conditions)

## K3.3 Common skin conditions seen in individuals and the possible causes of skin conditions:

- common skin conditions:
  - irritant reactions
  - o rashes
  - blisters
  - hyperkeratosis
  - o dehydration
- possible causes:
  - healthcare (for example hospital) acquired skin conditions (for example pressure injuries)
  - allergies
  - clinical conditions (for example psoriasis)
  - trauma (for example burns)

(GEC1, GEC4, GMC7)

#### Skin physiology and pathophysiology

- K3.4 How pressure injuries develop, the common sites, early symptoms and the preventative measures to avoid the development of a pressure injury:
  - how pressure injuries develop:
    - a wound that develops when continuous pressure or friction is applied to one area of the body causing damage to the skin (for example being confined to bed with illness or after surgery)
  - · common sites of pressure injuries:
    - bony prominences (for example heels, elbows, sacrum, shoulders, noses)
  - early symptoms of pressure injuries:
    - changes to the colour of the skin (redness in paler skin tones, blue/purple on darker skin tones)
    - o pain or itchiness in the area
    - patch of skin feels warmer or cooler than other areas
  - preventative measures:
    - o adequate nutrition and hydration
    - comprehensive skin assessment (Braden scale /Waterlow score)
    - o careful positioning
    - use of equipment to relieve pressure (for example pressure mattresses)
    - continence management (to prevent urine and faeces from coming into to contact with the skin)

Skin i	integrity assessments	
Knowledge – What you need to teach		Skills – What you need to teach
The st	tudent must understand:	The student must be able to:
K3.5	How to carry out assessments of skin integrity and why it is important to do so:  • recognition of those at risk of	S3.8 Check skin integrity using appropriate assessment documentation and inform others:
	compromised skin integrity (for example someone with poor nutrition or someone who is immunocompromised)	<ul> <li>undertaking Waterlow score or Braden risk assessment</li> </ul>
	<ul> <li>how to carry out assessments of skin integrity</li> </ul>	<ul> <li>reading individual's clinical notes/care plan and acting accordingly</li> </ul>
	<ul> <li>examine the skin looking for the following:</li> </ul>	<ul> <li>organising findings and information logically</li> </ul>
	• colour	<ul> <li>using the appropriate technical language correctly, graphics and other tools to aid understanding (for example</li> </ul>
	<ul><li>temperature</li><li>texture</li><li>moisture</li></ul>	measurements, photos)  • providing accurate accounts of all
	<ul><li>integrity</li><li>presence of wounds</li></ul>	<ul> <li>elements on which skin integrity is based</li> <li>responding to questions after informing others about the findings</li> </ul>
	skin damage	completion of body map detailing the locations whereby skin damage is present
	<ul> <li>outcome of skin assessments will be documented on the assessment tool chart (if Waterlow score or similar used)</li> </ul>	accurately grading the skin damage in line with current guidelines (for example European Pressure Ulcer Advisory Panel (EPUAP) grading)
	<ul> <li>information relating to the actions to be taken as a result of the assessment</li> </ul>	(GEC1, GEC2)
	are documented in the care plan and guidance provided about the following:	S3.9 Demonstrate the ability to provide the appropriate care to reduce the risk of
	■ diet	pressure ulcers developing or deteriorating and record interventions:
	<ul> <li>fluids</li> <li>positioning regime</li> </ul>	regular turning/positioning
	<ul><li>positioning regime</li><li>any dressing required as a result of skin damage</li></ul>	<ul> <li>supporting comfort and mobility to reduce risk of pressure ulcers developing and/or deteriorating (for example bed type, seats,</li> </ul>

cushions)

#### Skin integrity assessments

- why it is important to carry out assessments of skin integrity:
  - to assess the effectivity of treatment plan
  - to enable early recognition of skin damage
  - to provide the opportunity to grade severity of existing damage (for example EPUAP grading)
  - to alert others of the results of the skin integrity assessment
  - frequent undertaking of skin integrity assessments reduces the risk of pressure ulcers developing or deteriorating
  - to provide evidence (for example body mapping) of the results of the skin integrity assessment

- recognising the signs of a developing pressure ulcer and reporting appropriately
- expressing findings clearly and concisely
- using images and other tools to clarify complex information (for example photos)
- providing the appropriate level of detail to reflect the recording of the intervention (for example pressure area chart, care plan)

(GEC1, GEC3)

Treatment of skin conditions			
Knowledge – What you need to teach  The student must understand:		Skills – What you need to teach  The student must be able to:	
			K3.6
	<ul> <li>topical treatments (for example creams, ointments)</li> <li>oral treatments (for example antihistamines, antibiotics)</li> </ul>	repositioning the individual using appropriate moving and handling techniques	
	<ul> <li>dressings (for example cooling pads, hydrocolloid)</li> </ul>	<ul> <li>appropriate application of non-prescript topical treatments:</li> </ul>	tion
	<ul> <li>other therapeutic interventions (for example massage, phototherapy)</li> </ul>	<ul><li>steroid creams</li><li>moisturisers</li></ul>	

#### Treatment of skin conditions

 specialist equipment (for example mattresses, cushions, heel pads, repose boots, pressure ring)

- o water-based creams
- applying and/or removing simple dressings:
  - o cooling pads
  - o hydrocolloid
  - non-adhesive dressing (for example melolin)
  - o adhesive dressing
- providing the appropriate level of detail to reflect the recording of the intervention (for example a pressure area chart or care plan)
- expressing findings clearly and concisely
- using images and other tools to clarify complex information (for example photographs)

(GEC1, GEC3)

## S3.11 Demonstrate the ability to advise and discuss with both individuals and carers about how to prevent pressure injuries:

- communicating effectively to the individual and/or carer, which areas of the individual's body they should be assessing for symptoms of pressure injuries (for example heels, elbows, sacrum, shoulders, noses)
- communicating effectively to the individual and/or carer, the signs of pressure injury on the individual's body (for example discoloration, hot, itchy, open wound) and intervening promptly and appropriately
- communicating simple techniques to prevent pressure injuries:
  - o regular repositioning
  - ensuring clothes and medical devices against the skin are not too tight

Treatment of skin conditions	
	<ul> <li>signposting to appropriate services should they find anything</li> </ul>
	<ul> <li>presenting information using non-digital and digital tools and other aids</li> </ul>
	<ul> <li>providing supporting documentation in different formats (for example large font and braille)</li> </ul>
	<ul> <li>speaking clearly and confidently using appropriate tone and register that reflects the individual and/or carer</li> </ul>
	<ul> <li>providing the appropriate level of detail to support the individual and/or carer</li> </ul>
	<ul> <li>responding effectively to questions from individual or carer</li> </ul>
	(GEC1, GEC2, GEC6)

## Occupational specialism – option B: Supporting the Midwifery Team

Knowledge and skills are set out side by side within their themed sections. The numbering is sequential throughout the performance outcome, from the first knowledge statement, following on through the skills statements. The 'K' and 'S' indicate whether the statement belongs to knowledge or skills.

The knowledge and skills have been aligned to the 'Maternity Support Worker Competency, Education and Career Development Framework' set by Health Education England.

#### **Mandatory content**

Performance outcome 1: Assist the midwifery team with clinical tasks

**Performance outcome 2:** Assist the midwife to provide care for mothers and support to parents at all stages, from antenatal, perinatal and postnatal

Performance outcome 3: Assist with the care of newborn babies by undertaking observations and measurements

#### **Glossary**

#### **Continuity of care**

A continuous relationship with a care provider or small group of care providers. Specifically, in maternity: care provided by practitioners for a woman and her newborn infant, partner and family throughout the continuum of her maternity journey

#### Holistic care

Treating individuals as a whole; in healthcare addressing the physical, intellectual, emotional, psychological, social and spiritual needs as interdependent

#### Multidisciplinary team (MDT)

A group of professionals from one or more clinical disciplines collaborating to undertake the appropriate medical treatment for an individual

#### **Partner**

The person considered by an individual to be their life partner. In maternity this may include the biological father and other or same-sex partners

#### **Practitioner**

An appropriately qualified person in the practice of an occupation, for example a maternity support worker or a midwife. They may be registered or unregistered

#### Scope of practice

Sets out the limits of responsibility and ensures individuals do not undertake work outside of training or competence

#### Scope of role

Range of activities, duties, or responsibilities that an employee is reasonably expected to carry out or fulfil within the remit of his or her job or position

#### Woman

The person who is undergoing the childbearing process in relation to conceiving, being pregnant and giving birth. This may include a person whose sense of personal identity and gender does not correspond with their birth sex (for example sex assigned or registered at birth)

#### Woman-centred care

Care centred on an individual's needs, involving them in the decisions about their healthcare, care and support. Co-ordinating care as a collaborative process between the woman and those caring for her. This may include a person whose sense of personal identity and gender does not correspond with their birth sex (for example sex assigned or registered at birth)

### Performance outcome 1: Assist the midwifery team with clinical tasks

Understanding pregnancy			
Knowledge – What you need to teach	Skills – What you need to teach		
The student must understand:	The student must be able to:		
<ul> <li>K1.1 The changes which occur to mother and foetus during each stage of pregnancy:</li> <li>first trimester:</li> </ul>	S1.45 Support women and their partner by providing woman-centred care during each stage of pregnancy:		
<ul><li>conception (around 0 to 2 weeks)</li><li>physiological changes to the mother:</li></ul>	speak clearly and confidently to women and their partner:		
<ul><li>digestive</li><li>hormonal</li></ul>	<ul> <li>organise ideas and information logically to provide reliable and quality advice in relation to public health and health promotion</li> </ul>		
<ul><li>cardiac output</li><li>respiratory rate</li><li>musculoskeletal</li></ul>	<ul> <li>the importance of a healthy diet and healthy lifestyle choices during pregnancy</li> </ul>		
<ul><li>emotional changes to the mother:</li><li>lifestyle</li></ul>	<ul> <li>the importance of emotional health and wellbeing</li> </ul>		
<ul><li>wellbeing</li><li>hormonal changes</li></ul>	<ul> <li>listen actively and accurately record needs or concerns from women and their partner from:</li> </ul>		
<ul><li>development of the foetus:</li><li>embedding into uterus</li></ul>	<ul> <li>different religious beliefs, cultures and practices</li> </ul>		
• fully formed (around 12 weeks)	<ul> <li>women and families with additional needs:</li> </ul>		
<ul> <li>second trimester:</li> <li>physiological changes to the mother:</li> <li>digestive</li> <li>hormonal</li> <li>cardiac output</li> </ul>	<ul> <li>physical/learning disability</li> <li>ethnic minorities and ethnic groups with potential higher risk of diabetes, high blood pressure (BP), sickle cell anaemia</li> </ul>		
respiratory rate musculoskeletal	<ul><li>refugee/asylum seekers</li><li>travelling communities (for example Roma people)</li></ul>		
<ul><li>emotional changes to the mother:</li><li>lifestyle</li></ul>	<ul> <li>select different sources to identify specific maternity interventions or safeguarding</li> </ul>		

- wellbeing
- hormonal changes
- o development of the foetus:
  - neurological
  - limbs
  - heart
- third trimester:
  - physiological changes to the mother:
    - digestive
    - hormonal
    - cardiac output
    - respiratory rate
    - musculoskeletal
  - o emotional changes to the mother:
    - lifestyle
    - wellbeing
    - hormonal changes
  - o development of the foetus:
    - weight gain
    - brown fat storage
    - foetal lung maturation
    - alignment of foetal position to the cervix

### K1.2 The differences between a normal and deviations from a normal pregnancy:

- normal (a woman with no complex needs):
  - no health issues having an impact on pregnancy:
    - emotional within the normal range
    - mental within the normal range

- requirements based on the woman's individual's needs
- interpret and respond to nonverbal cues to identify any possible signs of mental ill health and depression
- act sensitively, compassionately and respectfully when communicating with women during periods of temporary separation from their families
- respond to questions/feedback from midwife and parents
- speak clearly and confidently when escalating any concerns to the appropriate practitioner within the multidisciplinary team

(GEC2, GEC4, GEC5, GEC6)

# S1.46 Recognise and respond appropriately to any deviation from normal expected observations during each stage of the pregnancy:

- interpret and respond to nonverbal cues to check on any deviation and deterioration in:
  - o emotion:
    - sustained low mood
  - o mental health:
    - lack of interest
    - negative language
    - no bonding with baby
- physiological:
  - apply accuracy and precision for physiological measurements using observation charts:
    - modified early obstetric warning score (MEOWS) chart

- physiological within the normal range
- no significant issues with previous obstetric history
- o normal foetal development:
  - usual experience of foetal movement
- deviations from a normal pregnancy (a woman with complex needs):
  - health issues having an impact on pregnancy:
    - emotional outside the normal range
    - mental outside the normal range
    - physiological outside the normal range
  - multiple pregnancies (for example twins/triplets)
  - significant issues with previous obstetric history
  - history of pre-existing medical, social or health conditions
  - mother developing health issue unrelated to pregnancy
- mother developing health issue related to pregnancy:
  - gestational diabetes
  - pre-eclampsia
  - deep vein thrombosis
  - infection
  - o complex foetal development:
    - reduced foetal movement (RFM)
- K1.3 The factors that can increase the risk of miscarriage and stillbirth at the different

- consider upper and lower boundaries to recognise and respond to any deviations from normal expected observations:
  - weight loss/gain
  - high/low body temperature
  - high/low heart rate
  - high/low BP
  - shortness of breath
- respond appropriately to key factors identified:
  - escalate any concerns to the midwifery team
  - provide advice on resources offline or online to support and empower women

(GEC2, GMC1, GMC10)

## S1.47 Escalate any concerns to the midwifery team during each stage of the pregnancy:

- speak clearly and confidently on any concerns in a timely manner for deviations when identifying:
  - changes in emotion:
    - sustained low mood
  - o changes in mental health:
    - lack of interest
    - poor self-care
    - expressing negative thoughts and language
    - no bonding with baby
    - ask and respond to questions from the midwifery team as part of escalation process

(GEC2, GEC6)

### stages of pregnancy and how it can be confirmed:

- early miscarriage (up to 13 completed weeks of pregnancy):
  - o foetal abnormality:
    - chromosomal disorders
  - o physiological:
    - embryo complications
    - hormonal changes
  - lifestyle:
    - smoking
    - alcohol
    - substance misuse
    - high BMI
  - o confirmed miscarriage:
    - pain and/or vaginal bleeding although these can be incidental
    - presence/absence of foetal heart may also be used for diagnosis
  - impact of social and cultural influences, individual circumstances, capabilities, behaviours and lifestyle choices on public health outcomes
- late miscarriage (14 weeks to 23 completed weeks of pregnancy):
  - physiological/medical
    - problems with the cervix or womb
    - infections
  - o autoimmune disorders
    - pre-existing disease
    - external toxins or trauma
  - lifestyle:
    - smoking

- alcohol
- substance misuse
- high BMI
- disease unrelated to pregnancy that had a negative impact
- placental abnormalities
- o foetal abnormality:
  - chromosomal disorders
- o confirmed miscarriage:
  - pain and/or vaginal bleeding although these can be incidental
  - presence/absence of foetal heart may also be used for diagnosis
- impact of social and cultural influences, individual circumstances, capabilities, behaviours and lifestyle choices on public health outcomes
- stillbirth (babies who are stillborn (born dead) at 24 weeks or later are registered as a stillbirth):
  - placental abnormalities:
    - placental abruption
  - o maternal/foetal infection
  - cord prolapse
  - foetal distress
  - uterine rupture
  - o trauma
  - o RFM:
    - refer to guidelines within 'Saving Babies' Lives'
  - lifestyle:
    - smoking
    - alcohol

- substance misuse
- high BMI
- o confirmed stillbirth:
  - pain and/or vaginal bleeding although these can be incidental
  - presence/absence of foetal heart may also be used for diagnosis
- impact of social and cultural influences, individual circumstances, capabilities, behaviours and lifestyle choices on public health outcomes
- identification of deviations from normal expected observations

## K1.4 How to support bereaved families by directing them to further advice and support:

- importance of empowering women by creating a safe space and environment to acknowledge, reflect and talk about their stages of grief:
  - acts sensitively, compassionately and respectfully during times of bereavement or loss
- signpost to relevant services:
  - local and national support charities
  - charities that may support women who terminate pregnancy due to foetal abnormality
  - o counselling services:
    - Stillbirth and Neonatal Death Society (SANDS)
  - o mental health services
  - o bereavement support services
  - o memorial and burial service:
    - cremation

o local GP

## K1.5 The range of health promotion information that can be provided to mothers and their partners during pregnancy:

- · smoking cessation:
  - online support/resources (could vary in different trusts)
  - o over the counter:
    - GP
    - pharmacist
  - smoking cessation midwives (not all trusts have them)
  - o specialist services
- drug and alcohol:
  - online support/resources (could vary in different trusts)
  - support from GP (based on referral)
  - Alcoholics Anonymous (AA) or other support groups
  - o specialist services:
    - local authorities (for example Humankind)

## K1.6 The effects smoking and alcohol can have on the foetus and the newborn:

- smoking and secondhand smoke:
  - increased risk of cot death
  - risk of stillbirth
  - impact of social and cultural influences, individual circumstances, capabilities, behaviours and lifestyle choices on public health outcomes
- drug and alcohol use:
  - o increased risk during first trimester:

- miscarriage
- premature birth
- low birthweight
- potential risks during second and third trimester:
  - learning difficulties
  - behavioural problems
- o risks associated with heavy drinking:
  - foetal alcohol syndrome (FAS)
- impact of social and cultural influences, individual circumstances, capabilities, behaviours and lifestyle choices on public health outcomes

## K1.7 The importance of a healthy diet for mothers during pregnancy:

- vitamins and supplements (for example folic acid):
  - limit daily caffeine intake to 200 mg
     (for example 2 mugs of instant coffee)
  - avoid taking supplements with vitamin
     A
- foods that should be avoided during pregnancy:
  - uncooked mould ripened soft cheese (for example brie, camembert)
  - unpasteurised milk (for example cow, goat, sheep)
  - raw or undercooked meat (for example liver, pate, game meats)
  - raw or partially cooked eggs (for example duck, goose, quail, eggs that don't have the British Lion stamp)
  - fish (for example swordfish, marlin, shark or raw shellfish)

### K1.8 What female genital mutilation (FGM) is and how it is classified:

- · definition of FGM
- classification (4 types)

## K1.9 The importance of escalating concerns related to mother presenting with FGM:

- legal responsibility of reporting in the UK:
  - escalate concerns in a timely manner to the appropriate practitioner in the multidisciplinary team
- safeguarding policy:
  - o FGM safeguarding pathway
  - o risk assessment:
    - female and other females in the family under 18
    - vulnerable adults
  - escalate concerns to the appropriate practitioner in the MDT

## K1.10 The potential impact that FGM has on pregnancy and childbirth:

- physical:
  - o increased pain
  - o type of delivery:
    - vaginal
    - caesarean section
  - o instrumental:
    - forceps
  - o risks of infection
- emotional:
  - o psychological:
    - post-traumatic stress disorder (PTSD)
    - depression

- anxiety
- o presenting behaviours:
  - reluctant to having an internal examination

## K1.11 How to support women and families from different population groups:

- · ways to support:
  - advise on the appropriate healthcare staff to talk to:
    - midwife
    - GP
    - health visitor
  - active listening, empathy and capturing changing needs or concerns to escalate where appropriate:
    - documenting needs in maternity notes
  - develop positive relationships through personalised care
  - vigilant for cues indicating safeguarding issues related to women and families:
    - clinical and psychosocial factors
    - signs of mental ill health and depression
    - signs of domestic violence
  - signpost women to local and national support systems
  - advise on the use of contraception and attending a sexual health clinic for younger and older mothers
- older mothers:
  - physiological implications:

- additional monitoring and consultant led care for women over 40
- o suggest specialist services:
  - National Childbirth Trust (NCT)
- younger mothers:
  - o suggest specialist services:
    - Brook
    - Family Nurse Partnership (FNP)
    - Shelter
  - o suggest specialist online services:
    - Family Lives
    - Tommy's
    - Baby Buddy app
- suggest specialist services for women and families with additional needs:
  - learning disability:
    - Advancing Care Excellence for Persons with Disabilities (ACED)
    - Mencap
  - o physical disability:
    - ACED
  - mental health conditions:
    - National Institute for Health and Care Excellence (NICE) (for example advice and guidance)
    - perinatal mental health teams
  - ethnic minorities and ethnic groups with potential higher risk of diabetes, high BP and sickle cell anaemia:
    - Diabetes UK
  - o refugee/asylum seekers
  - travelling communities (for example Roma people)

- identify specific maternity interventions or safeguarding requirements based on the woman's individual's needs:
  - screening (for example the national screening programme)
  - identify women at high risk
  - risk assessment
- refer women and families with additional needs to appropriate practitioners within the midwifery team and MDT for support
- K1.12 The different considerations that may need to be given to support women in relation to religious beliefs, cultures and practices:
  - · diet:
    - o food and water restrictions:
      - kosher foods
  - · who can or cannot be present at birth
  - language barriers:
    - use of translators
  - · practices after birth:
    - o laying of hands
    - male circumcision
    - o shaving the baby's head
    - blessed white handkerchief
    - whispering the words of Adhan in the baby's right ear
  - · medical interventions:
    - blood transfusion
- K1.13 The underlying principles of different interventions used to aid conception:
  - in vitro fertilisation (IVF):

- available to help couples with fertility problems, where the woman is under the age of 43, to have a baby
- o egg removal from woman's ovaries
- o fertilisation:
  - with sperm in laboratory
  - fertilised egg
  - embryo back to woman's uterus
- o how it can be carried out:
  - woman's eggs
  - partner's sperm
  - eggs and sperm from donors
- intracytoplasmic sperm injection (ICSI):
  - o type of IVF technique:
    - sperm injected into an egg to fertilise it
  - o who it's offered to:
    - women under the age of 43 trying to naturally conceive for a minimum of 2 years
  - o assessment:
    - ensure treatment is appropriate
    - screening tests
- donor insemination:
  - alternative to ICSI (for example a sperm donor)
  - o benefits:
    - if woman has genetic disorder that could be passed to any children
    - can be used as part of IVF
- surrogacy:
  - o who may use it:

- women with medical condition where it's impossible or dangerous to give birth
- same-sex couples
- LGBTQIA+ community
- o how it works:
  - full or gestational
  - partial or straight/traditional

### K1.14 How to identify the possible signs of mental ill health and depression:

- ways to identify:
  - o observation
  - o communication:
    - listening
    - questioning
  - contemporaneous record keeping (written at the time or shortly after the event occurs)
- signs to consider:
  - feelings of prolonged sadness or low mood
  - o expressed negative thoughts:
    - about self
    - others
  - o changes in appetite:
    - loss of appetite
  - lack of interest or pleasure in activities
  - feelings of being unable to look after your baby
  - difficulty bonding with your baby
  - expressed thoughts of self-harm
  - expressed suicidal ideation

- · correct reporting procedures:
  - o appropriate emergency response
    - 999 call
- escalate concerns outside the scope of role to the appropriate practitioner within the midwifery team and MDT:
  - o local:
    - call buzzer for maternity
  - fast bleep:
    - for a doctor/registrar to review
  - o crash call:
    - emergency specialist team
- K1.15 The potential negative impacts of mental ill health and depression on pregnancy, labour, birth and parenthood:
  - · pregnancy:
    - o poor self-care
    - o social isolation:
      - barriers to communication (for example language barriers)
    - o pregnancy complication:
      - preterm delivery
    - o discrimination and inequality:
      - negative stigma
      - poor self-image (for example low self-esteem)
  - labour and birth:
    - o adverse outcomes
      - unable to access services
      - lack of self-care
  - parenthood:

- breakdown in relationships between mother and baby:
  - bonding
- breakdown in relationships between mother and her support network:
  - friends
  - family
  - health professionals
- significant delays to child development:
  - physical
  - mental
- o psychosis
- infant admission for hypoglycaemia and infection

## K1.16 The agreed definition of terms used in maternity as outlined in appropriate maternity documentation:

- primigravida (first pregnancy)
- multigravida (pregnant more than once)
- multiparous (has given birth more than once)
- grand multigravida (a pregnant woman who has had 4 or more previous pregnancies)
- grand multipara (has given birth 5 times or more to a foetus over 24 weeks gestation)
- Appearance, Pulse, Grimace, Activity, Respiration (APGAR) score, which is a physical assessment of infant following birth
- antenatal (during pregnancy)
- intrapartum (during labour)

## **Understanding pregnancy**

- postnatal (following birth of baby and placenta up to 6 weeks after)
- fundus (top of the uterus)
- lochia (blood loss following delivery)
- spontaneous rupture of membranes (SROM) (when the membranes 'or woman's waters' break spontaneously)
- artificial rupture of membranes (ARM) (when the membranes 'or woman's waters' break artificially)
- prolonged labour (long labour)
- precipitate labour (quick labour)
- abdominal palpation (forms an aspect of the abdominal examination)

## K1.17 The main physiological changes that can be measured in pregnancy:

- female reproductive system:
  - o oestrogen and progesterone:
    - high progesterone levels
    - human chorionic gonadotropin (HCG)
    - cortisol
    - prolactin
  - o uterus
  - o cervix
  - o vagina
- posture and joints:
  - o curvature of back
- bodyweight:
  - weight gain or loss depending on stage of pregnancy
- gastrointestinal:
  - o peristalsis

## **Understanding pregnancy**

- effects of HCG on early pregnancy:
  - o vomiting
- effects of hormones on pregnancy:
  - ptyalism (excessive saliva)
  - o food cravings and pica
  - o sensitivity of smell and taste
- body temperature:
  - o high or low
  - o signs of infection/sepsis
- respiratory changes:
  - respiratory rate:
    - breaths per minute increase slightly
  - shortness of breath
- cardiovascular system (for example cardiac output):
  - o blood glucose levels:
    - high levels can indicate diabetes
  - o heart rate:
    - high heart rate
    - could indicate infection
    - could increase/indicate anxiety
  - blood pressure:
    - high BP could indicate pregnancy induced hypertension
    - pre-eclampsia
    - low BP could indicate dehydration
  - blood volume:
    - increased to allow compensation when the woman is compromised
  - o exercise and blood flow
  - o oedema

## **Understanding pregnancy**

- urinary output:
  - o increase during pregnancy
- skin:
  - linea nigra:
    - darkening of line between the umbilicus and the pubic bone
  - o mask of pregnancy:
    - chloasma which is a brownish pigmentation of the skin over the face and forehead
  - o stretch marks:
    - stretching of the skin over areas of the abdomen, thighs and breasts
  - o sweat glands:
    - sweat more profusely than usual
- breasts:
  - o nipples:
    - areola darkens
    - blood vessels visible
  - Montgomery's tubercles (oil producing glands)
  - o production of colostrum
  - o size and feel:
    - feel full
    - tingle
    - tenderness
    - increase in size

The midwifery team and the roles and responsibilities of a maternity support worker	
The student must understand:	The student must be able to:

- K1.18 The relevance of current guidelines, standards, policies and frameworks, set by government, regulatory bodies and delivery partners to ensure core values of care are adhered to when assisting the MDT with clinical tasks:
  - government, regulatory bodies and delivery partners:
    - Department of Health and Social Care (DHSC)
    - Nursing and Midwifery Council (NMC)
    - Care Quality Commission (CQC)
    - Skills for Care (SfC)
    - Skills for Health (SfH)
    - o NHS England
  - guidelines, standards, policies and frameworks:
    - Health and Care Act 2022
    - o Care Act 2014
    - NHS constitution
    - Nursing and Midwifery Council Code and Standards
    - o Care Certificate
    - Better Births
  - organisations that provide guidelines, standards, policies and frameworks:
    - Royal College of Obstetricians and Gynaecologists (RCOG)
    - National Institute for Health and Care Excellence (NICE)
    - Health Education England (HEE)
    - Royal College of Midwives (RCM)
    - Mothers and Babies: Reducing Risk through Audits and Confidential

## S1.48 Assist the midwifery team with delegated tasks:

- · midwifery team:
  - o preparation:
    - the clinical area
  - o cleaning:
    - birthing pool
    - blood spillage
    - clinical area
  - o equipment:
    - provide equipment in normal or emergency situations
    - identify and take into account equipment that requires restock and reorder
    - sterilise feeding equipment
    - identify faulty equipment
  - process and apply data entry accurately:
    - test results
    - contact details
    - discharge information
  - maintain and store documentation relating to care, in accordance with local guidance
  - maintain confidentiality and data protection, in accordance with legal requirements
  - assist midwives and doctors with instrumental deliveries:
    - laying up trolleys
    - opening packs
    - gathering equipment

Enquiries across the UK (MBRRACE-UK)

- the relevance of guidelines, standards, policies and frameworks when assisting the MDT with clinical tasks:
  - ensures a consistent standard of safe, high-quality woman-centred care is provided
  - ensuring all those providing healthcare are trained and competent
  - failure to follow could result in a charge of negligence
- K1.19 The different specialised roles and responsibilities and the interventions practitioners undertake within the midwifery team:
  - obstetricians:
    - o focus on high risk pregnancies:
      - pre-eclampsia
      - induction of labour
      - breech presentation
      - diabetics
    - medical emergencies and complications:
      - emergency caesarean sections
    - o advanced surgical procedures:
      - 3rd/4th degree tear repairs
      - caesarean sections
      - instrumental deliveries
  - paediatricians:
    - o focus on neonate
    - medical emergencies and complications when neonates need

- disposal of equipment
- obtain urine samples using a:
  - o screw top container
  - urine dipstick
- ensure accuracy and precision when calculating body mass index (BMI) using a:
  - o scale (for example a weighing scale)
  - o tape measure or stadiometer
  - calculator (for example an NHS BMI healthy weight calculator)

(GMC1, GMC2, GMC5, GMC10, GDC4)

## S1.49 Support delegated clinical interventions within scope of practice:

- assist the midwife during labour and birth:
  - instrumental delivery
  - o caesarean section
- assist with implementing care plans with confidence and fluency as instructed by the midwifery team
- follow contemporaneous record keeping conventions

(GEC4, GMC2)

more intense care (for example resuscitation, drugs)

- midwives:
  - o experts in normal pregnancy and birth
  - o provide emergency measures:
    - shoulder dystocia
    - breech presentation
    - postpartum haemorrhage (PPH)
    - neonatal life support
  - provide care to all women during antenatal, intrapartum and in the postpartum period
  - o provide care and support to neonates:
    - examination at birth
    - systematic examination of the newborn
  - o infant feeding
  - o transition to extrauterine life
  - o education:
    - from pre-conception to after the birth
- · children's nurse:
  - works with sick, injured or disabled children
  - o neonatal nurse practitioner
  - o provides specialist care for neonates
- anaesthetists:
  - perioperative anaesthesia
  - o care for women who are critically ill
  - o pain management
  - o provide review:

- antenatal for women with raised BMI that need epidural
- healthcare assistants:
  - supports the midwifery team and the MDT with delegated general tasks
  - ensures a clean and safe working environment
- maternity support worker (MSW):
  - supports the midwifery team and the MDT with delegated tasks:
    - environmental changes in an emergency situation
    - escalates concerns to the appropriate practitioner in the MDT
    - asks and responds to questions from the midwifery team as part of escalation process
  - importance of acting sensitively, compassionately and respectfully when communicating with women during periods of temporary separation from their families
  - monitor, measure and record any changes in the mother and baby:
    - physiological measurements using observation charts (for example MEOWS)
  - ensures a clean and safe working environment
  - only carries out tasks within scope of role
  - obtains feedback from mothers and partners to improve service and care given
  - the importance of courage and candour when reporting situations, behaviours or errors that could result

in poor outcomes for women and their families:

- wrong information documented in notes
- tasks completed incorrectly or not in accordance with policy or guidelines
- sonographer:
  - specialist in the use of ultrasonic imaging
  - records and reports data directly to the appropriate healthcare professional
- midwife sonographer:
  - specialist in obstetric ultrasonic imaging
- health visitor:
  - specialist nurse or midwife in 0 to 5 early years
  - offers support, guidance and advice for the family
  - monitor the child's development from
     0 to 5 years
- dietitian:
  - offers dietary support and advice
- physiotherapist:
  - works with women before and after the birth
  - supports with physical discomfort associated with pregnancy and following birth
- nursery nurses:
  - supports babies with additional needs in the postnatal period
  - o care for babies in the neonatal unit

- provides advice and support for parents
- nursing associates:
  - o provides next level care:
    - tests blood glucose (sugar) levels
    - checks for neonatal jaundice
    - administers medication
- o registered practitioner

# K1.20 Scope of role within the midwifery team and the MDT where a maternity support worker (MSW) can:

- support within the context of maternity care
- maintain and develop knowledge, skills and behaviours through training and education to include local mandatory training
- assist the midwife with taking measurements and obtaining samples
- carry out tasks under supervision of registered healthcare professionals within the MDT
  - assist to deliver, implement and evaluate care plans (postnatal/antenatal):
    - offer comments or suggestions
    - identify key factors that need to be taken into account when managing own time and workloads
    - provide routine (universal) care
  - support in emergency situations during labour and birth
  - ensure tasks directed by the MDT are in line with guidance, standard operating procedures, policy and protocols

# K1.21 The different responsibilities within their scope of role that can be carried out by an MSW in the midwifery team:

- sharing information with the midwifery team about the condition of mothers and babies
- supporting women towards self-care and independence:
  - o health promotion
  - o public health promotion
  - o workshops
  - o woman centred holistic care:
    - hygiene
  - personalised care
  - o continuity of care
- · cleaning and administrative tasks
- venepuncture:
  - taking blood samples for testing
- clinical observations:
  - o temperature
  - heart rate
  - o blood pressure
  - respiratory rate
- promoting breastfeeding (for example The UNICEF UK Baby Friendly Initiative (BFI))

## K1.22 The tasks within their scope of practice which cannot be carried out by an MSW within the midwifery team and the MDT:

- · assessments and examinations:
  - o antenatal:
    - abdominal palpation
    - checking foetal heart rate

- interpretation of findings from clinical observations
- o abdominal/speculum/vaginal
- o uterine activity
- APGAR score
- postnatal or first hour of postoperative recovery:
  - assessing a woman's progress in postnatal recovery (for example palpate uterus)
- initial newborn examination
- o auscultation of a foetal heart
- applying and interpreting a cardiotocograph (CTG)
- o discharge and transfer:
  - care
  - postnatal examination of woman
- administrative:
  - maternal history taking (for example booking)
  - obtaining consent for invasive procedures
- treatments:
  - administration of any medication
- · diagnosing:
  - pregnancies
  - o onset of labour
- monitoring:
  - birth process
  - progress of pregnancies
  - o maternal wellbeing
  - o foetal wellbeing

- · clinical tasks and medical procedures:
  - o drawing up of an injection
  - o run through an intravenous infusion
  - o attachment of a foetal monitor
  - foetal blood sampling
  - o assisted delivery
  - o birth of a baby
  - episiotomy
  - o perineal repair
  - insertion of a nasogastric tube
  - o removal of skin staples and sutures
- · mentoring or supervision:
  - student midwives
  - making decisions to delegate a clinical task

## K1.23 The responsibilities of an MSW in antenatal and postnatal health education:

- public health promotion:
  - o immunisation for mother and baby
  - o vaccines
- health promotion:
  - forming positive relationships and bonding
  - healthy lifestyle/diet
  - monitoring foetal movements (refer to guidelines in 'Saving Babies' Lives')
  - NHS apps to aid health promotion
  - postnatal exercises:
    - pelvic floor exercise
- · preparation for parenthood:
  - infant feeding in accordance with local and national guidance:

- BFI
- o breastfeeding
- o preparing formula
- sterilising equipment
- physical, psychological and social needs
- accessing care and support
- antenatal classes to care for a newborn:
  - parentcraft
  - changing nappies
  - bathing
- importance of ensuring validity of information sources:
  - o type:
    - journal
    - research
    - social media
  - o quality and reliability:
    - in line with local and national guidelines
    - well known
    - updated recently
- ongoing/continuing care once discharged

## K1.24 The importance of interpersonal skills when working in partnership with the MDT:

- · allows for effective communication
- · facilitates collaboration
- · supports problem solving
- supports the positive impact of continuity of care

 ensures contemporaneous record keeping (written at the time or shortly after the event occurs)

## K1.25 The principles of partnership working within the MDT:

- sharing expertise:
  - o handover of maternity notes
- sharing resources
- · builds team cohesion

# K1.26 The role of other individuals outside the midwifery team who may offer support during a birth:

- partner:
  - o encouragement
  - o empathy
  - o support
- · family member:
  - o encouragement
  - empathy
  - o support
- friend:
  - encouragement
  - o empathy
  - o support
- doula (a woman employed to provide guidance and support to a pregnant woman):
  - pregnancy
  - labour
  - postnatal period
- therapists:
  - hypnotherapist

- o aromatherapist
- chiropractor

# K1.27 Tasks that can be undertaken with appropriate training, supervision and support:

- · general tasks:
  - o preparation:
    - the clinical area
    - ultrasound equipment
  - o cleaning:
    - birthing pool
    - beds
    - blood spillage
    - clinical area
  - equipment:
    - identify and take into account equipment that requires restock and reorder
    - sterilise feeding equipment
    - identify faulty equipment
  - data entry:
    - test results
    - contact details
    - discharge information
  - importance of maintaining and storing documentation relating to care, in accordance with local guidance
  - importance of legal requirements for maintaining confidentiality and data protection
  - observe and support midwives and doctors with instrumental deliveries:
    - laying up trolleys

- opening packs
- gathering equipment
- disposal of equipment
- supporting mother and birthing partner:
  - o assist midwives and doctors:
    - performing ultrasound scans
    - transvaginal scans
  - o obtain samples:
    - urine
    - blood
  - o record:
    - oral fluid intake
    - urine output
    - body temperature
    - heart rate
    - respiratory rate
    - blood pressure
    - BMI
  - support and assist mothers and families:
    - personal and oral hygiene
    - signpost to resources on preparation of formula milk
    - cup feed
    - postnatal exercises
- · care of baby:
  - weighing
  - identification and security
  - wash and bathe
  - o eye care
  - nappy change

- o report to midwife where appropriate
- neonatal jaundice:
  - obtain heel prick sample (newborn blood spot sample)
- health:
  - o promote healthy living:
    - nutritional health
    - smoking cessation
    - drug and alcohol support services
  - o provide one to one information:
    - breast and formula feeding
    - parenting skills
    - family adjustment

## K1.28 The role that the midwifery team plays in the community prior to birth:

- provide routine holistic antenatal care:
  - o maintain positive relationships:
    - women
    - partners
    - families
- liaise with and maintain positive relationships with the MDT
- provide education to women, partners and families:
  - public health promotion
  - health promotion
  - local and national antenatal and newborn screening services

The student must understand:

## K1.29 The purpose, preparation and positioning needed for supporting an ultrasound scan:

- purpose:
  - screening (for example the national screening programme):
    - Edwards' syndrome
    - Patau's syndrome
    - Down's syndrome
  - o monitoring foetal development:
    - gestational age
    - position
    - growth
- preparation and positioning:
  - importance of obtaining informed consent prior to any care given (verbal/written)
  - o encourage full bladder
  - maintain privacy and dignity:
    - maintain respect, empathy and compassion
  - o prepare environment
  - reassurance throughout procedure:
    - provide safe woman-centred care
    - maintain a positive relationship
    - ask and respond to questions throughout procedure
  - support with positioning
  - support with dressing:
    - provide clean comfortable and loose clothing where appropriate
  - o local policies and procedures

The student must be able to:

# S1.50 Prepare women and other individuals for interventions and procedures, as directed by the midwifery team:

- · other individuals:
  - partner
  - o family member
  - o friend
- interventions:
  - o ultrasound scans
  - o vaginal scans
  - venepuncture
  - o BMI
  - o monitoring urethral catheters
  - o obtaining urine samples
  - o cannulation
- prepare the environment for the required intervention
- follow local policies and procedures
- ask and respond to questions in order to obtain informed consent prior to any care given:
  - verbal/written
  - provide information in a clear and unambiguous way
- support with positioning
- · support with dressing:
  - provide clean comfortable and loose clothing (for example a theatre gown)
- interpret and respond to nonverbal cues to provide reassurance throughout procedure
- ask and respond to questions throughout procedure

# K1.30 The purpose, preparation and positioning needed for supporting transvaginal ultrasound scans:

- purpose:
  - o screening:
    - to look at the cervix
  - o diagnosis:
- preparation and positioning:
  - importance of obtaining informed consent prior to any care given:
    - verbal/written
  - maintain privacy and dignity:
    - maintain respect, empathy and compassion
  - o offer emotional and physical support
  - o reassurance throughout procedure:
    - provide safe woman-centred care
    - maintain a positive relationship
  - support with positioning

## K1.31 The purpose, preparation and positioning needed for carrying out a venepuncture:

- purpose:
  - o screening:
    - blood type
    - antibodies
    - human immunodeficiency viruses (HIV)
    - hepatitis
    - sickle cell
  - o diagnosis
  - monitoring
- preparation and positioning:

(GEC1, GEC2, GEC6)

# S1.51 Provide appropriate support to the midwife by preparing women for a caesarean section:

- ask and respond to questions in order to obtain informed consent prior to any care given:
  - verbal/written
  - provide information in a clear and unambiguous way
- maintain privacy and dignity of woman by:
  - provide clean comfortable and loose clothing (for example a theatre gown)
  - support with hair removal where incision will be made
  - apply identification bracelet
- interpret and respond to nonverbal cues when providing:
  - physical support:
    - positioning
  - reassurance throughout procedure
- open packaging using aseptic technique for:
  - o intravenous (IV) therapy
  - catheterisation
- support midwife:
  - count required instruments accurately for the procedure
  - ensure accuracy and precision when weighing swabs to calculate accurate blood loss measurements
  - follow contemporaneous record keeping conventions

(GEC1, GEC2, GEC4, GEC6, GMC1)

- importance of obtaining informed consent prior to any care given:
  - verbal/written
- o explaining the procedure
- obtaining consent
- o cleaning of skin
- o preparing environment and equipment
- support with positioning
- o maintaining privacy and dignity:
  - maintaining respect, empathy and compassion
- offering emotional and physical support
- o reassurance throughout procedure:
  - providing safe woman-centred care
  - maintaining a positive relationship
- ensuring correct identity of woman
- ensuring correct labelling of samples and forms
- ensuring correct procedure for transport of sample to lab

# K1.32 The purpose and preparation needed for carrying out a body mass index (BMI) calculation:

- purpose:
  - monitoring
  - o identifies high BMI:
    - risk of early or late miscarriage/stillbirth
    - high BP
    - thrombosis
    - gestational diabetes
    - premature births (before 37 weeks)

- o identifies low BMI:
  - low birth weight baby
  - premature births (before 37 weeks)
  - risk of early or late miscarriage/stillbirth
- preparation:
  - importance of obtaining informed consent prior to any care given:
    - verbal/written
  - explaining the procedure
  - o confirmation of consent
  - preparing environment and equipment
  - maintaining privacy and dignity:
    - maintaining respect, empathy and compassion
  - offering emotional and physical support
  - o reassurance throughout procedure
    - providing safe woman-centred care
    - maintaining a positive relationship
  - o support with positioning
  - ensuring accuracy and precision when calculating BMI using a:
    - scale (for example a weighing scale)
    - tape measure or stadiometer
    - calculator (for example an NHS BMI healthy weight calculator)

## K1.33 The purpose, preparation and positioning needed for monitoring urethral catheters:

- purpose:
  - control and aid the elimination of urine from the bladder

- o measure and record the urine output
- regular monitoring is required to identify signs:
  - infection
  - trauma
  - impaired renal function
- preparation and positioning:
  - importance of obtaining informed consent prior to any care given:
    - verbal/written
  - explaining the procedure
  - maintain aseptic technique when opening packaging and handling the catheter
  - o confirmation of consent
  - preparing environment and equipment
  - o maintaining privacy and dignity:
    - maintaining respect, empathy and compassion
  - o reassurance throughout procedure:
    - providing safe woman-centred care
    - maintaining a positive relationship
  - o support with positioning:
    - catheter for drainage below the bladder

## K1.34 The purpose and preparation needed for obtaining urine samples:

- purpose:
  - monitoring
- preparation and positioning:
  - importance of obtaining informed consent prior to any care given:
    - verbal/written

- o explaining the procedure
- o confirmation of consent
- o maintaining privacy and dignity:
  - maintaining respect, empathy and compassion
- offering emotional and physical support
- o reassurance throughout procedure:
  - providing safe woman-centred care
  - maintaining a positive relationship
- o support with positioning
- o obtaining urine samples using:
  - a screw top container
  - a urine dipstick

## K1.35 The purpose, preparation and positioning needed for supporting a cannulation:

- purpose:
  - o access to blood vessels
  - administering medication
  - administering fluids
  - o taking blood
- preparation and positioning:
  - importance of obtaining informed consent prior to any care given:
    - verbal/written
  - explaining the procedure
  - maintain aseptic technique
  - o confirmation of consent
- maintaining privacy and dignity:
  - maintaining respect, empathy and compassion

- offering emotional and physical support
- o reassurance throughout procedure:
  - providing safe woman-centred care
  - maintaining a positive relationship
- support with positioning

# K1.36 The purpose, preparation and positioning needed for supporting a caesarean section and instrumental delivery:

- purpose:
  - when vaginal birth presents greater risk to mother and baby
  - o carried out in emergency situations
  - o planned:
    - elective/scheduled
- preparation and positioning:
  - importance of obtaining informed consent prior to any care given:
    - verbal/written
  - o maintaining privacy and dignity:
    - providing a theatre gown
    - supporting with hair removal where incision will be made
  - identification bracelet
    - maintaining respect, empathy and compassion
  - maintaining aseptic technique when opening packaging:
    - IV and catheterisation
  - offering emotional and physical support
  - o reassurance throughout procedure:
    - providing safe woman-centred care

- maintaining a positive relationship
- o support with positioning
- o supporting midwife by:
  - counting instruments required for the procedure
  - weighing swabs to gain accurate blood loss measurements
  - following contemporaneous record keeping conventions

## **Birthing environment**

The student must understand:

- K1.37 Why parental choice and following birth plans is important, including choices on a range of different birthing environments:
  - · birthing environments:
    - o home
    - environments not traditionally recognised:
      - yurt
    - o birthing pool
    - different effects:
      - music
      - lighting
      - smells
      - mood
    - different led units:
      - stand-alone midwifery
      - hospital attached midwifery
      - hospital obstetric

The student must be able to:

- S1.52 Prepare the clinical area to ensure the birthing environment is fit for purpose as instructed by the midwifery team:
  - prepare equipment:
    - o home:
      - birthing bean bag
      - birthing ball
    - o birthing pool:
      - home birth pool kit
      - non-abrasive sponge
      - sieve/strainer
      - reading temp
      - monitoring temp
  - clean and disinfect birthing pool appropriately:
    - o use correct detergents:
      - non-abrasive detergent
    - o dilute and make up detergents

- birthing equipment:
  - o home:
    - birthing bean bag
    - birthing ball
  - o birthing pool equipment:
    - home birth pool kit
    - nonabrasive sponge
    - sieve/strainer
    - reading temp
    - monitoring temp
- · birth plans and parental choice:
  - duty of care by midwifery team if birthplace chosen is outside of guidance
  - high risk pregnancy
  - o types of pain relief:
    - gas and air
    - pethidine injections
    - epidural
  - o choice of birth partner:
    - doula
    - independent midwife
  - o positions for labour:
    - squatting
    - side lying
  - hands and knees
  - o preferred method of delivery:
    - vaginal birth
    - delivery by caesarean section
  - o decisions on the cord:
    - who cuts it

- follow local policy
- · fill birthing pool to accurate depth:
  - to nipple line when seated
- check correct temperature of the birthing pool:
  - between 36.5 to 37.5°C

(GMC1)

# S1.53 Prepare and maintain equipment used in clinical interventions in the birthing environment:

- maintain equipment:
  - identify and take into account equipment that requires restock and reorder
- identify equipment that requires calibration before use:
  - o foetal doppler
  - o pulse oximeter
  - o blood pressure monitor
- prepare equipment:
  - o sterilise feeding equipment

(GMC1, GMC10)

# S1.54 Clean and maintain the birthing environment as instructed by the midwifery team:

- clean and disinfect appropriately, based on the birthing environment:
  - carry out cleaning as per local policy:
    - cleaning and disinfection guidelines
  - use correct detergents
  - o dilute and make up detergents
- dispose of waste appropriately, based on birthing environment:

- delayed clamping
- o skin to skin contact with newborn:
  - positioning and attachment
- o feeding choices

## K1.38 The requirements to clean and maintain the birthing environment:

- clean and disinfect appropriately based on the birthing environment:
  - o correct detergents
  - o dilute and make up detergents
  - follow local policy
- dispose of waste appropriately based on birthing environment
- methods of disposal:
  - clinical waste:
    - blood
    - PPE
  - general waste
  - waste for incineration
- · disposal of placental tissue and blood

## K1.39 How to clean, fill and maintain the birthing pool to the correct temperature:

- cleaning:
  - follow cleaning and disinfection guidelines
  - o correct equipment:
    - nonabrasive detergent with nonabrasive sponge
    - sieve/strainer
- filling:
  - o depth of water:
    - to nipple line when seated

- o clinical waste
  - blood
  - PPE
- general waste

## S1.55 Set up equipment as instructed by the midwifery team:

- foetal heartbeat:
  - o stethoscope:
    - Pinard
  - foetal doppler
- blood pressure:
  - sphygmomanometer
  - blood pressure monitor
- oxygen saturations:
  - o pulse oximeter
- temperature:
  - o digital thermometer

(GDC1)

## S1.56 Lay-up trolleys for instrumental deliveries:

- · open packs
- gather equipment
- dispose of waste appropriately
- prepare delivery instruments:
  - forceps:
    - Simpson
    - Kielland
    - Wrigley's
    - Neville Barnes
  - o ventouse suction cup:
    - silicone/metal/handheld

- maintenance:
  - o follow model guidelines
- temperature:
  - o using the correct equipment:
    - reading temp
    - monitoring temp
  - o correct temp:
    - between 36.5 to 37.5°C

## K1.40 The requirements to assist with preparing instrumental deliveries:

- prepare trolleys for instrumental deliveries
- open packs including sterile equipment
- · gather correct equipment:
  - o swabs
  - o gloves
  - o syringes
  - o needles
- appropriate disposal of equipment:
  - o swabs
  - o linen
  - o syringes
  - o needles
- safe cleaning and storage of equipment

## K1.41 The checking requirements on emergency equipment:

- blood pressure monitor
- thermometer
- scale
- equipment to monitor foetal heartbeat
- Sonicaid
- cardiotocograph (CTG)

- Kiwi cup
- safe cleaning and storage of equipment

- · stethoscope:
  - Pinard
- · foetal doppler
- Resuscitaire:
  - o checked by midwife

# K1.42 Which equipment and resources are required to monitor physiological signs during labour:

- blood pressure:
  - o sphygmomanometer
  - o Dinamap Carescape monitor
  - o stethoscope
- · oxygen saturations:
  - o pulse oximeter
- body temperature:
  - o digital thermometer

## K1.43 Which equipment and resources are required to monitor foetal heartbeat:

- · external measurements:
  - o CTG
  - o Sonicaid
  - o Pinard
- internal measurements:
  - foetal scalp electrode

## K1.44 Which equipment and resources are required for:

- vaginal examination (VE):
  - o gloves
  - lubricant
  - absorbent pad
- vaginal delivery:

- o cord clamps and scissors
- o vaginal examination pack:
  - swabs
  - placenta tray
  - absorbent hand towel
- instrumental delivery:
  - o forceps:
    - Simpson
    - Kielland
    - Wrigley's
    - Neville Barnes
  - o ventouse suction cup:
    - silicone/metal/handheld
  - Kiwi cup
- suture:
  - pre-prepared suture packs
  - o sterile suture of practitioner's choice
  - adequate lighting source
  - o stool to sit on
- maternal resuscitation:
  - location of crash trolley
  - o contents of crash trolley:
    - endotracheal tubes
    - intravenous fluids
    - bag and mask ventilation
    - oxygen and masks
    - defibrillator
- neonatal resuscitation:
  - Resuscitaire (equipment to have during labour and delivery procedures)

# bat, towels and blankets resuscitative oxygen and masks suction

## Performance outcome 2: Assist the midwife to provide care for mothers and support to parents at all stages, from antenatal, perinatal and postnatal

Supporting parents to look after babies, including how to meet their hygiene and nutritional needs		
Knowledge – What you need to teach		Skills – What you need to teach
The st	The importance of supporting parents and the techniques required to meet the hygiene and nutritional needs of babies in accordance with local and national guidance:  • importance of obtaining informed consent prior to any care given:  • verbal/written  • feeding techniques:  • breastfeeding:  • BFI  • position and comfort of mother and baby  • attachment of baby  • use of a breast pump or hand express  • assist with syringe feeding of expressed milk:	The student must be able to:  S2.6 Assist the midwife with teaching parents how to interact with and meet the needs of babies:  • organise ideas when presenting information to provide reliable and quality advice in relation to:  • bathing:  • clearly explain the steps to topping and tailing  • environment:  • warm room  • equipment:  • bowl, basin or sink of warm water  • towel  • cotton wool/balls  • fresh nappy  • clearly explain the frequency, safety
	<ul> <li>sterilise feeding equipment</li> <li>cup and bottle feeding</li> <li>responsive feeding</li> <li>safety procedures</li> </ul>	procedures and appropriate time to bathe babies  o breastfeeding:  clearly explain responsive feeding

- signpost to resources on preparation of formula milk where necessary
- changing nappies
- bathing:
  - o cord care
  - top and tail
  - bathing frequency and appropriate time to bathe babies
  - bathing safety procedures
  - o environment:
    - warm room
  - o equipment:
    - bowl/basin/sink of warm water
    - towel
    - cotton wool
    - fresh nappy
- physical interaction with newborn babies:
  - o importance of skin to skin contact:
    - to initiate feeding
  - benefits related to bonding and feeding:
    - baby self-regulation (for example heart rate, breathing, temperature)
  - importance of a suitable environment when feeding
- importance of parental skills for the neonate:
  - transportation:
    - using a safe car seat
  - sleeping:
    - positioning to avoid cot death
    - safe temperature and environment

- safety procedures
- clearly explain the safe parameters to reduce the risk to the neonate:
  - transportation:
    - using a safe car seat
  - o sleeping:
    - positioning to avoid cot death
    - safe temperature and environment
- demonstrate competence and confidence when signposting to online and offline support resources:
  - leaflets
  - websites
  - NHS/Baby Buddy apps
- demonstrate validity of information sources through discussion:
  - o type:
    - journal
    - research
    - social media
  - o quality and reliability:
    - in line with local and national guidelines
    - well known
    - updated recently
- gather feedback from midwife and parents to inform service improvements

(GEC1, GEC2, GEC4, GDC1, GDC5)

#### S2.7 Assist the midwife to:

 interpret and respond to nonverbal cues to provide reassurance to mothers and birthing partners

 importance of escalating any concerns to the appropriate practitioner within the MDT

## K2.2 The requirements to inform and assist parents with family adjustments:

- maintain a woman-centred approach when dealing with:
  - o change:
    - new routine
    - time management
  - o psychological concerns/risk factors
  - o stress:
    - birth trauma
    - anxiety as a new parent
  - debriefing and reflection:
    - referral to appropriate practitioner within the MDT
  - postnatal depression

## K2.3 The importance of supporting the health and wellbeing of mothers and babies:

- nutritional:
  - healthy diet to avoid risk of long-term health issues:
    - obesity
    - raised cholesterol
    - high blood sugar
  - vitamins and supplements required in pregnancy for mother and baby:
    - folic acid
    - iron
    - vitamin D (breastfeeding mothers are advised to give their baby vitamin D)

- ask and respond to questions in order to obtain informed consent prior to any care given:
  - verbal/written
- provide information in a clear and unambiguous way
- work in partnership with families to provide support:
  - listen actively to the contribution of others
  - act sensitively, compassionately and respectfully when communicating with women during periods of temporary separation from their families
  - ask and respond to questions for clarification

(GEC1, GEC2, GEC6)

# S2.8 Provide support and assistance to meet the baby's nutritional and hygiene needs in accordance with local and national quidance:

- ask and respond to questions in order to obtain informed consent prior to any care given:
  - verbal/written
- provide information in a clear and unambiguous way
- support and assist with feeding choices:
  - o breastfeeding:
    - position and comfort of mother and baby
    - attachment of baby
  - o use a breast pump or hand express
  - syringe feeding of expressed milk

- vitamin K administered to a newborn
  - newborn babies have low levels of this vitamin at birth (can be administered orally or by injection)
  - reduces the risk of haemorrhagic disease of the newborn
- o nutritional needs for breast feeding
- physical (for example mother and baby postnatal exercises at home):
  - pelvic floor exercise
- · mental health:
  - importance of seeking help if concerned about postnatal depression
  - importance of mental health for mother and baby
  - o talking therapies
  - antidepressant medication as an option under the referral of a GP
  - o mindfulness:
    - meditation
- importance of recognising and supporting physical and emotional health and wellbeing:
  - make every contact count through actively encouraging women and their families to talk about their health and wellbeing
- social:
  - safety at home:
    - visiting mothers and families to assess home conditions
    - risk assessment
  - safeguarding:

- signpost to resources on preparation of formula milk
- o sterilise bottle feeding equipment:
  - with a brush/teat brush
- · change nappies
- bathing:
  - cord care
  - o top and tail
  - o follow bathing safety procedures
- speak clearly and confidently when escalating any concerns to the appropriate practitioner within the MDT

(GEC1, GEC2, GEC6)

## S2.9 Promote skin to skin contact between parent and baby:

- clearly explain the importance of a suitable environment
- clearly explain the benefits related to bonding and feeding
- provide reliable and quality advice in relation to skin to skin contact

(GEC1, GEC2)

- escalate concerns to the appropriate practitioner in the MDT
- accessibility issues:
  - services to allow GP visits
  - online deliveries
  - additional support from health visitors
- bleeding after birth (lochia):
  - how to recognise normal appearance and expected levels of bleeding post birth
  - encouraging a prompt report to the midwife if issues are suspected (for example losing blood in large clots)
- K2.4 How to support parents who may have experienced neonatal loss by assisting with photography to create memories:
  - follow confidentiality policies and procedures:
    - consent to photos taken at the time
  - · assist the midwife as required
  - support with cleaning and disinfecting area for photography where necessary
  - prepare suitable area to maintain privacy and dignity for parents

## Types of support needed by mothers pre and post birth and why these may be needed

The student must understand:

# K2.5 The importance of a range of activities in situations which mothers pre and post birth cannot do for themselves:

• importance of informed consent:

The student must be able to:

## S2.10 Provide reassurance and maintain privacy and dignity to women:

 ask and respond to questions in order to obtain informed consent prior to any care given:

## Types of support needed by mothers pre and post birth and why these may be needed

- importance of asking what, why and how:
  - verbal/written
- providing reassurance, safe womancentred care and maintaining privacy and dignity when providing assistance with elimination:
  - o bathroom
  - using a bed pan for women who are bedbound
  - o catheter care
- providing reassurance, safe womancentred care and maintaining privacy and dignity when providing assistance with postoperative care:
  - o dressing:
    - provide a theatre gown
    - bed pan
    - bathing
  - monitoring wounds with dressings:
    - wound drainage (for example appearance, amount of fluid)
    - clean and dry
    - securely attached
  - identifying signs and symptoms of infection with wound care:
    - sepsis
  - measure and record the urine output
  - o assistance with mobility
  - assistance with physiological measurements:
    - blood pressure
    - body temperature

- verbal/written
- provide information in a clear and unambiguous way
- · washing:
  - o assist women:
    - with bathing
    - using a bed pan
- dressing:
  - provide clean, comfortable and loose clothing (for example a theatre gown)
- elimination:
  - assist women when using the bathroom
  - provide equipment to women who are bedbound:
    - bed pan

(GEC1, GEC6)

## S2.11 Manage situations appropriately in which women cannot do things for themselves:

- deliver the delegated postnatal care plan:
  - prioritise the care required based on the context of the delegated care plan
  - o routine (universal) care:
    - bathing
  - o risk associated care:
    - observing dressings for infection
  - identify key factors that need to be taken into account when managing own time and workload
- ask and respond to questions in order to obtain informed consent prior to any care given:
  - verbal/written

#### Types of support needed by mothers pre and post birth and why these may be needed

- heart rate
- respiratory rate
- positioning
- reasonable adjustments:
  - taking blood pressure, using the woman's calf, in situations following a caesarean section
- providing reassurance, safe womancentred care and maintaining privacy and dignity when providing assistance with anti-embolic stockings:
  - measuring the correct size:
    - diameter of calf and thigh
  - applying and removing anti-embolic stockings:
    - stretching over knee
    - removing wrinkles
    - turn inside out
    - pull down to remove

- provide information in a clear and unambiguous way
- ask and respond to questions in order to meet the needs of the woman
- interpret and respond to nonverbal cues to provide reassurance and maintain privacy and dignity

(GEC2, GEC6, GMC10)

#### **S2.12** Monitor urinary output:

- ask and respond to questions in order to obtain informed consent prior to any care given:
  - verbal/written
  - provide information in a clear and unambiguous way
- ensure accuracy and precision when measuring and recording the urine output
- accurately record measurements in the appropriate documentation

(GEC1, GEC6, GMC1, GMC5)

## S2.13 Provide appropriate care for women postoperatively:

- ask and respond to questions in order to obtain informed consent prior to any care given:
  - verbal/written
  - provide information in a clear and unambiguous way
- assist with:
  - o monitoring wounds with dressings:
    - wound drainage (for example appearance, amount of fluid)
    - clean and dry
    - securely attached

#### Types of support needed by mothers pre and post birth and why these may be needed

- o mobility
- interpret and respond to nonverbal cues to provide reassurance and maintain privacy and dignity
- · apply and remove anti-embolic stockings

(GEC1, GEC2)

## S2.14 Take measurements for anti-embolic stockings:

- ask and respond to questions in order to obtain informed consent prior to any care given:
  - o verbal/written
- ensure accuracy and precision measuring the leg to calculate the correct size:
  - diameter of calf and thigh

(GEC6, GMC1, GMC2)

## S2.15 Undertake physiological measurements as directed by the midwifery team:

- ask and respond to questions in order to obtain informed consent prior to any care given:
  - verbal/written
  - provide information in a clear and unambiguous way
- assist women with positioning and make reasonable adjustments when taking:
  - blood pressure:
    - take blood pressure using the woman's calf in situations following a caesarean section
  - o body temperature
  - heart rate
  - respiratory rate

Types of support needed by mothers pre and post birth and why these may be needed		
	accurately record measurements in the appropriate documentation	
	(GEC1, GEC6, GMC5)	

## Performance outcome 3: Assist with the care of newborn babies by undertaking observations and measurements

Observations, screening and measurements of newborn babies			
Knowledge – What you need to teach	Skills – What you need to teach		
The student must understand:  K3.1 The purpose of carrying out screening tests on newborn babies:  • physical examination:  • newborn and infant physical examination (NIPE)  • time after birth:  • examination within 72 hours  • 6 to 8 weeks of age  • parts of the body examined:  • eyes  • heart  • hips  • testes  • other physical checks:  • reflexes  • top to toe  • purpose:  • detect conditions that may need further testing or treatment	The student must be able to:  \$3.20 Carry out routine observations (including physiological measurements where appropriate) on newborn babies, as directed by the midwifery team:  • cord care:  • monitoring:  • ensure cord clamp is secure  • identify any signs:  • infection  • oozing puss  • redness  • prolonged bleeding  • eye care:  • identify any signs of infection:  • discharge  • redness  • swollen eyelids  • bump or swelling  • tenderness		
o who can carry this out:	oral hygiene:		

- paediatricians
- specially trained midwife
- heel prick test (newborn blood spot test):
  - purpose:
    - early treatment improves newborn health
    - prevent severe disability or death
  - to determine if baby has rare but serious health conditions:
    - sickle cell disease
    - cystic fibrosis
    - congenital hypothyroidism
    - other inherited diseases
  - o who can carry this out:
    - midwife
- · hearing test:
  - o hearing screeners
  - o time after birth:
    - soon after birth
    - within first few weeks
  - o purpose:
    - early treatment improves newborn health
  - who can carry this out:
    - audiologist
- K3.2 The purpose of key modules within the NHS screening programme for antenatal and newborn babies to train healthcare professionals:
  - foetal anomaly screening programme (FASP):
    - screening available to eligible women in England

- identify any signs of infections:
  - look for white spots that indicate thrush
- checking stools:
  - o identify any signs of infection:
    - blood in stools
    - discharge
- identify any signs and symptoms of neonatal jaundice:
  - yellowing of the skin:
    - facial
    - trunk
    - eyes
    - limbs
  - o dark, yellow urine:
    - use a urine chart to identify hydration level
- pale-coloured stools
  - speak clearly and confidently when escalating any concerns to the appropriate practitioner within the midwifery team

(GEC2)

- S3.21 Recognise any deviations from normal expected observations in newborn babies and report these to the midwifery team:
  - body temperature:
    - demonstrate competence and confidence when using a digital thermometer
    - report any deviations outside the upper and lower boundaries between 36.5 to 37.5°C
  - respiratory rate:

- screening for baby being born with foetal anomalies:
  - Down's syndrome
  - Edwards' syndrome
  - Patau's syndrome
- NIPE:
  - reduce morbidity and mortality of children born with congenital abnormalities
  - covers 4 screening elements of physical examination:
    - eyes
    - heart
    - hips
    - testes
- newborn hearing screening programme (NHSP):
  - identifies babies who have permanent hearing loss as early as possible
- infectious diseases in pregnancy screening (IDPS):
  - for all staff involved in the National Health Service (NHS) IDPS programme in England
  - cessation of rubella susceptibility screening
- newborn blood spot (NBS) screening programme:
  - screens newborn babies for some rare but serious conditions to mitigate potential risks
  - causes, incidence, effects and treatment for each of the 9 conditions:
    - sickle cell disease (SCD)

- accurately observe respiratory rate
- report any deviations outside the upper and lower boundaries range of 30 to 60 breathes per minute
- heart rate:
  - demonstrate competence and confidence when using a Pinard stethoscope
  - report any deviations outside the upper and lower boundaries of 100 to 160 beats per minute

(GMC1, GDC1)

- cystic fibrosis (CF)
- congenital hypothyroidism (CHT)
- 6 inherited metabolic diseases
- sickle cell and thalassaemia (SCT) screening programme:
  - identifies those at risk of having a baby with inherited blood disorders:
    - sickle cell disease (SCD)
    - thalassaemia major

## K3.3 The purpose and requirements to carry out a newborn hearing test:

- · type of tests:
  - automated otoacoustic emission (AOAE) usually used for a first test not always accurate:
    - background noise
    - fluid
    - temporary blockage in ear
  - automated auditory brainstem response (AABR) usually used for a second test:
    - placing sensors
    - using soft headphones
- · purpose of tests:
  - identifies babies who have permanent hearing loss as early as possible
  - parents can get the support and advice they need right from the start

## K3.4 Which physiological measurements can be routinely observed/measured in newborn babies and how they should be undertaken:

- body temperature:
  - o body thermometer:

- digital
- o correct position:
  - armpit
  - forehead
- normal range:
  - between 36.5 to 37.5°C
- respiratory rate:
  - o using observations/auscultation:
    - even rise and fall of chest to measure respiratory rate
  - o normal range:
    - 30 to 60 breaths per minute
  - o appearance:
    - blue hands and feet due to poor peripheral circulation
    - texture of skin
    - rashes and spots
- heart rate:
  - o normal range:
    - 100 to 160 beats per minute
  - no gaps in heart rate to rule out missed beats when auscultating
  - o assessed by auscultation or palpation
- oxygen saturation:
  - o using an oxygen saturation monitor:
    - mainly used in a neonatal intensive care unit (NICU)
  - normal oxygen saturation level is over 95%
  - o appearance:
    - blue hands and feet due to poor peripheral circulation

- o mucus membranes:
  - inside the mouth and tongue
- other observations:
  - o muscle tone:
    - poor (for example floppy/limp)
  - o reflexes:
    - grasping and sucking
  - o sleeping/wakeful periods:
    - waking up for feeding
  - check for normal healthy weight using a scale
  - o urine output of babies:
    - the number of wet nappies
- importance of escalating any concerns to the appropriate practitioner within the midwifery team

## K3.5 The purpose and how to perform routine observations for cord care on a healthy baby:

- purpose:
  - o monitoring:
    - ensure cord clamp is secure
- requirements:
  - cleaning
- · observable signs of infection:
  - o oozing puss
  - o redness
  - prolonged bleeding

## K3.6 The purpose and how to perform routine observations for eye care on a healthy baby:

• purpose:

- monitoring
- · requirements:
  - cleaning
- · observable signs of infection:
  - o discharge
  - o redness
  - o swollen eyelids
  - o bump or swelling
  - o tenderness

## K3.7 The purpose and how to perform routine observations for oral hygiene on a healthy baby:

- purpose:
  - o monitoring
- requirements:
  - o cleaning
- observable signs of infection:
  - look for white spots that indicate thrush

## K3.8 The purpose and how to perform routine observations from checking stools on a healthy baby:

- purpose:
  - monitoring
  - o different types of stools
- · requirements:
  - cleaning
- observable signs of infection:
  - constipation
  - blood in stools
  - o discharge

## K3.9 How to recognise and when to report potential signs of neonatal jaundice:

- signs and symptoms to escalate:
  - yellowing of the skin:
    - facial
    - trunk
    - eyes
    - limbs
  - o dark, yellow urine
  - o pale coloured stools
- different types:
  - o physiological jaundice
  - obstructed jaundice
- types of treatment:
  - phototherapy (light therapy)
  - exchange transfusion
- escalate concerns that require intervention to the appropriate practitioner in the MDT:
  - appearance of yellow tinge in baby lasting longer than 14 days

## K3.10 Which equipment is used for taking measurements of newborn babies and how to maintain it:

- equipment:
  - o infant scale to measure weight
  - tape measure to measure head circumference
- maintenance:
  - report faulty equipment to appropriate department
  - follow manufacturer's instructions

## K3.11 The expected normal range of physiological states in newborn babies and how and when to report deviations:

- · heart rate:
  - o normal range (0 to 1 month old)
    - 100 to 160 beats per minute
  - o when to report deviations:
    - escalate any observations outside the normal range to the midwifery team
- body temperature:
  - o normal range:
    - between 36.5 to 37.5°C
  - o when to report deviations:
    - escalate any observations outside the normal range to the midwifery team
- respiratory rate:
  - o normal range:
    - 30 to 60 breaths per minute
  - o when to report deviations:
    - escalate any observations outside the normal range to the midwifery team
- oxygen saturation:
  - normal oxygen saturation level is over 95%
  - o when to report deviations:
    - escalate any observations outside the normal range to the midwifery team

## K3.12 The principle steps involved in resuscitation techniques for neonates:

ensure the area is safe:

- o check for hazards
- o electrical equipment
- check for responsiveness:
  - o head in the neutral position
  - o lift the chin
- · check their breathing:
  - o look for chest movements
  - listen at the nose and mouth for breathing sounds
  - o feel for air movement on your cheek
- carry out rescue breaths if breathing is irregular/infrequent:
  - o inflation
  - o ventilation
- chest compressions:
  - rate/technique

## K3.13 The factors that need to be considered for applying first aid techniques to neonates:

- emergency situations that would require first aid:
  - o fever
  - o seizures
  - o choking
- location and collection of emergency equipment
- access local policy for activating emergency procedures

# Safety and security of mothers and babies in the maternity environment The student must understand: The student must be able to:

#### Safety and security of mothers and babies in the maternity environment

## K3.14 The steps required to identify babies to ensure a safe and secure maternity environment for mothers and babies:

- identification of babies:
  - o printed identity bands:
    - mothers last name
    - male/female (registered at birth)
    - date of birth
    - time of birth
    - baby NHS or hospital number
    - multiple births labelled (for example twins/triplets)
  - handwritten labels prior to any transfers (some trusts use printed versions)
  - o importance of identity bands
  - importance of maintaining and storing documentation relating to care, in accordance with local guidance
  - importance of legal requirements for maintaining confidentiality and data protection

# K3.15 The relevant security procedures and protocols which ensure a safe and secure maternity environment for mothers and babies:

- lone working:
  - local policy
  - national policy
- emergency contact
- discharge of babies

## K3.16 The risks and threats to the safety and security of mothers and babies in the maternity environment:

## S3.22 Identify individual babies following local procedure:

- · correct checking of identification:
  - check for accurate application of security tag (not all trusts will have them)
  - o ensure identification is correct:
    - male/female (registered at birth)
    - date and time of birth
    - baby NHS or hospital number
    - mothers last name
  - use correct spelling when writing out labels by hand before any transfers
  - maintain and store documentation relating to care, in accordance with local guidance
  - maintain confidentiality and data protection, in accordance with legal requirements

(GEC3)

## S3.23 Adhere to all local security procedures and protocols:

- adhere to procedures and protocols for:
  - lone working
  - emergency contact
  - o discharge of babies

# S3.24 Raise concerns in respect of any risks, threats or signs of abuse to ensure the safety of mothers and babies in the maternity environment:

- · mother:
  - interpret and respond to nonverbal cues to identify signs of domestic abuse:

#### Safety and security of mothers and babies in the maternity environment

- abductions
- abandonment
- cyber attack
- · infection risks
- K3.17 How to recognise possible signs of domestic abuse to ensure a safe and secure maternity environment for mothers and babies:
  - bruising
  - · signs of depression:
    - low mood
  - anxiety
  - · weight loss/gain
  - · bruises and blood spots on babies
  - frequent admissions:
    - frequent unsolicited visits to maternity units
- K3.18 The importance of safeguarding to ensure a safe and secure maternity environment for mothers and babies:
  - · providing emotional support to parents
  - · signposting to financial advice
  - offering advice and support
  - following organisational, local and national guidelines and policies:
    - o RCOG
    - NICE
    - o RCM
  - · process for reporting a disclosure
  - importance of maintaining privacy and dignity
  - · recognising, monitoring and reporting:
    - o signs of substance misuse

- bruising
- depression
- anxiety
  - weight loss/gain
- baby:
  - interpret and respond to nonverbal cues to identify any signs of unexplained marks:
    - bruises
    - blood spots
- select different sources of information presented by mother and baby in order to escalate all risks, threats and domestic abuse:
  - clearly explain to the appropriate practitioner within the maternity team and MDT
  - ensure the privacy and dignity of mother
  - follow own responsibilities regarding safeguarding
  - follow process for reporting a disclosure
  - respond to questions for clarification
  - raise concerns to the appropriate practitioner within the maternity team and MDT and support these with relevant and persuasive arguments

(GEC2, GEC5, GEC6)

## Safety and security of mothers and babies in the maternity environment

- o domestic violence
- escalating concerns to midwifery team and the MDT

## K3.19 The principles of current guidelines related to sudden infant death syndrome (SIDS):

- current guidelines:
  - o do's and don'ts to help prevent SIDS
- seek medical help if baby is unwell
- support services for bereaved families

## Occupational specialism – option C: Supporting the Mental Health Team

Knowledge and skills are set out side by side within their themed sections. The numbering is sequential throughout the performance outcome, from the first knowledge statement, following on through the skills statements. The 'K' and 'S' indicate whether the statement belongs to knowledge or skills.

#### **Mandatory content:**

Performance outcome 1: Provide care and support to individuals with mental health conditions

Performance outcome 2: Assist the mental health team with mental health tasks and therapeutic interventions

Performance outcome 3: Promote mental wellbeing

## **Glossary**

#### Multidisciplinary team (MDT)

A group of professionals from one or more clinical disciplines collaborating to undertake the appropriate medical treatment for an individual

#### **Patient**

A person receiving care, support or treatment

#### Scope of practice

Sets out the limits of responsibility and ensures individuals do not undertake work outside of training or competence

#### Scope of role

Range of activities, duties, or responsibilities that an employee is reasonably expected to carry out or fulfil within the remit of his or her job or position

#### Service user

A person receiving or using healthcare services

## Therapeutic community

A participative, group based, approach to long term mental illness, personality disorders and drug addiction. The approach is usually residential, with the clients and therapists living together, but increasingly residential units have been superseded by day units

## Performance outcome 1: Provide care and support to individuals with mental health conditions

Roles and responsibilities of the mental health team			
Knowle	edge – What you need to teach	Skills – What you need to teach	
The stu	The range of different environments that mental health workers may be required to work in:  • the community:  • individual's home	The student must be able to:  S1.29. Apply knowledge of scope of practice and roles and responsibilities when assisting to carry out appropriate clinical interventions as delegated by the mental health team:  • be able to apply knowledge of working in a	
	<ul> <li>GP practice</li> <li>community mental health team</li> <li>leaving care</li> <li>residential:</li> <li>supported living</li> <li>therapeutic community</li> <li>in patient unit</li> <li>adult day service</li> <li>away from home:</li> <li>rehabilitation unit</li> <li>hospitals</li> </ul>	range of different environments:  the community  residential  away from home  in a specialist location  consider the care and support required for individuals with a range of needs (for example learning difficulties, age)  be able to work alongside colleagues in mental health/multidisciplinary team  work within the limitations of their role:  must be trained to assist in carrying out clinical intervention	
K1.2	<ul> <li>in a specialist location:         <ul> <li>prison</li> <li>school/college/university</li> <li>armed forces</li> </ul> </li> <li>The importance of considering the range of individuals who are receiving care and support with mental health conditions:         <ul> <li>children's, young people's and adolescent's services:</li> </ul> </li> </ul>	<ul> <li>must be competent to assist in carrying out clinical intervention</li> <li>must be permitted to assist in carrying out clinical intervention</li> <li>attend team briefings/meetings</li> <li>promote the importance of mental and physical health</li> <li>promote the importance of own wellbeing</li> <li>at all times ensure they:         <ul> <li>organise ideas logically and coherently</li> </ul> </li> </ul>	

- attachment style (for example the ability to form relationships with care givers, feeling safe and secure)
- puberty (for example regulation of emotions and decision-making ability)
- sexuality and gender (for example sense of self, confidence and selfesteem)
- working age adults:
  - relationships (for example breakdown of relationship or bullying)
  - loss of or change in role (for example parenthood, becoming a carer or losing job)
  - bereavement (for example loss of parent, child, partner or friend)
- older people's services:
  - o retirement
  - cognitive or physical health decline (for example loss of independence)
  - o victim of abuse, assault or neglect
- K1.3 The considerations when providing care and support to individuals with learning disabilities:
  - understanding life events (for example births, deaths)
  - ability to communicate and express feelings and needs (for example changes in sexuality or mental health)
  - additional challenges linked to their disability (for example problems understanding finances or independent living)
  - physical problems (for example mobility issues)

- give explanations to others, both orally and in writing, in a clear and unambiguous way taking into account the level and experience of the audience and the purpose
- use appropriate grammar and choice of vocabulary and correct spelling and punctuation
- speak clearly and confidently using appropriate tone, pitch and register that reflects audience and purpose

(GEC1, GEC2)

## K1.4 The organisational structures, roles and responsibilities in the mental health/multidisciplinary team:

- mental health nurse:
  - o delivery of therapeutic care
  - building therapeutic relationship with the individual
  - advocate for the individual during care
  - medication monitoring
  - o medication administration
  - o carrying out risk assessments
  - o carrying out risk management
  - o care co-ordination for the individual
  - record keeping
  - support engagement in therapeutic activities
- psychiatrist:
  - diagnosis of the individual
  - o medication prescribing and advice
  - o medication referrals
  - Mental Health Act assessments
  - therapeutic relationship with the individual
- · general practitioner (GP):
  - signposting to advice and support
  - supplying education and advice
  - o prescribing medication
  - therapeutic relationship with the individual
- support worker:
  - o delivery of therapeutic care

- therapeutic relationship with the individual
- o advocate for individual during care
- o carrying out risk assessment
- o carrying out risk management
- o record keeping
- support engagement in therapeutic activities
- psychologist:
  - o completing psychological assessment
  - completing psychological formulation
  - building therapeutic relationship with the individual
  - delivery of talking therapies
  - carrying out risk assessment
  - o carrying out risk management
  - o record keeping
  - completing research/audit activity
  - delivering and receiving clinical supervision
- psychological therapist:
  - therapeutic relationship with the individual
  - delivery of talking therapies as part of treatment
  - carrying out risk assessment
  - $\circ \quad \text{carrying out risk management} \\$
  - record keeping
  - delivering and receiving clinical supervision
- pharmacist:
  - supplying specialist knowledge of medications

- dispensing medications to the individual
- education and advice about medications
- specialist teams:
  - dietitian
  - o occupational therapist
  - health psychologist
  - child psychologist
  - o speech and language therapists
  - physiotherapists
  - forensic teams
  - natural therapies
  - specialist learning disabilities nurses

## K1.5 Understand the limitations within the scope of their role when performing delegated tasks:

- duties:
  - duty of care (for example CQC standards)
  - safeguarding (safety of the individual and safety of staff, Care Act (2014), Mental Capacity Act (2005) plus Amendment (2019), Health and Care Act (2022))
  - seek and action advice from healthcare professionals
- scope of role and limitations:
  - must be trained to carry out the delegated task
  - must be experienced to carry out the delegated task
  - must be permitted to perform the delegated task

## K1.6 The importance of working in partnership with support organisations (for example children's mental health teams, drug and alcohol services, housing teams, domestic abuse services):

- · utilises team skills
- ensures health and wellbeing of the individual
- · provides holistic care
- · ensures effective communication
- supports efficient care planning and recording
- improves the quality of the service provision

## K1.7 The importance of team briefings and debriefings/reflective practice:

- discuss team concerns (for example health and safety concerns, team stress levels)
- discuss individual concerns (for example wellbeing, stress triggers)
- inform wider team of any changes (for example changes in individual's treatment)
- share relevant information (for example sharing best practice, changes in practice)
- evaluation of treatment for the individual (for example therapeutic treatment, medication treatment)
- discuss own or team additional training needs (for example de-escalation techniques, conflict management, changes to legislation, changes to policy and procedures)
- K1.8 The importance of mental and physical wellbeing for individuals with mental health conditions which will enable them to:

- function in society (for example maintain employment)
- maintain healthy relationships (for example social contact, professional relationships, personal relationships)
- complete daily tasks (for example personal hygiene, physical appearance, cooking a meal)
- maintain a healthy work life balance (for example working too many hours)
- have a lower risk of disease or illness (for example heart disease, cancer, common colds)
- develop coping strategies (for example dealing with stress, dealing with anxiety)
- develop confidence (for example feeling good about self)

## K1.9 Approaches to protecting own mental health and wellbeing in the role of a mental health support worker:

- working within the limits of your own role
- peer support
- · professional support network
- · regular updates to training
- · work life balance

Health and safety in mental health settings		
Knowledge – What you need to teach	Skills – What you need to teach	
The student must understand:	The student must be able to:	
K1.10 The purpose of national guidelines and policies (for example the Mental Capacity Act (2005) plus Amendment (2019), Deprivation of	S1.30 Adhere to national guidelines, current national and local policy and service frameworks for mental health when	

## Liberty Safeguards/Liberty Protection Safeguards) and the impact they have on interventions:

- · purpose:
  - protection of:
    - liberty and freedoms of the individuals
    - the individual
    - vulnerable individuals
    - care giver
    - wider public
    - organisation or trust
- impact:
  - rights of people using services (for example appealing a detention under the Mental Health Act)
  - giving formal or informal support (for example assessing an individual's capacity to consent to an intervention)
  - the role of advocacy (for example access to a person with specialist knowledge)
- K1.11 The importance of adhering to local polices and service frameworks to ensure health and safety for all when providing support and care to individuals with mental health conditions:
  - · policies:
    - o information governance
    - confidentiality
    - lone worker
    - o whistleblowing
  - service frameworks:
    - organisational structure
    - management structure

## undertaking any care or support for individuals:

- comply with health and safety regulations
- comply with safeguarding legislation
- follow national guidelines and policies (for example Mental Capacity Act (2005) plus Amendment (2019), Deprivation of Liberty Safeguards/Liberty Protection Safeguards)
- when required, provide supporting documentation in different formats (for example electronic or handwritten)
- select main ideas/key information from written text/oral discussions and summarise concisely (orally or in writing) in style appropriate to audience and purpose
- use appropriate technical terms

(GEC2, GEC4)

- o multidisciplinary working
- o referral pathways

## K1.12 How the following risk factors could impact on health and safety in mental health settings:

- · risk of harm to self:
  - o deliberate self-harm:
    - cutting
    - burning
    - scratching
    - eating disorders
    - overdose
    - swallowing items
  - o suicidality:
    - planning
    - methods
    - level of intent
    - imminence
    - ligatures
    - ingestion of foreign objects
    - intentional overdose
- risk of harm to others:
  - violence
  - aggression
  - o arson
  - o abuse:
    - physical
    - emotional
    - sexual
    - exploitation
    - financial

- risk of being harmed by others:
  - o vulnerability to abuse:
    - physical
    - emotional
    - sexual
    - exploitation
    - financial

## K1.13 The range of triggers in risk management:

- change in circumstances:
  - o relationship breakdown or conflict
  - o increased isolation
  - o loss
  - o grief
  - o change in sleep or physical health
  - financial change/concern
- relapse:
  - o substance misuse
  - physical health deterioration
  - o mental health deterioration

# K1.14 How the environment can have a positive or negative impact on the individual and associated risk assessment and management:

- · overriding risks:
  - o age
  - o gender
  - o vocation
  - physical health
  - o substance misuse
  - o risk to self

- risk to others (for example wider public, vulnerable people)
- o impulsivity
- o discontinuation of medication
- o history of abuse
- o armed services
- risks linked to condition:
  - o suicidal planning
  - suicidal intent
  - o suicidal thoughts
  - psychotic symptoms (for example hearing voices, command hallucinations, delusional beliefs and paranoia)
  - cognitive deficits associated with psychotic symptoms (for example poor problem orientation/solving, poor concentration, disinhibition, jumping to conclusions and bias)
  - o self-harm
  - impulsivity

## K1.15 The contributing factors affecting risk and their responsibility to assess and manage these risks:

- current risk factors:
  - immediate risk
  - o suicidal planning
  - o suicidal intent
  - o suicidal thoughts
  - o psychotic symptoms:
    - hearing voices
    - command hallucinations
    - delusional beliefs

- paranoia
- cognitive deficits associated with psychotic symptoms (for example poor problem orientation/solving, poor concentration, disinhibition, jumping to conclusions, bias)
- · current level of distress
- level of hopelessness
- stressors
- diagnosis
- life events
- physical health
- substance misuse
- age
- gender
- race and/or ethnicity
- armed services
- vocation
- access to means
- risk to others (for example wider public, vulnerable people)
- historical risk factors:
  - o previous self-harm
  - o previous suicide attempts
  - previous substance misuse
  - previous convictions and forensic history
  - history of abuse:
    - from others
    - to others
- · previous hospitalisation
- previous therapeutic interventions

- · family history of suicide
- · family history of depression
- impulsivity
- discontinuation of medication
- poor compliance/engagement

## K1.16 How to implement risk prevention and reduction strategies when providing care and support to individuals with mental health conditions:

- suicide behaviours which challenge:
  - restricted dispensing of medication to reduce risk of overdose
  - distraction strategies to help manage suicidal thoughts
  - managing access to other means of completing suicide
  - encouragement of use of harm reduction techniques
  - using empathy and compassion to understand what need the individual is trying to meet by engaging in such behaviours
- substance misuse:
  - promoting harm reduction techniques
  - reducing access
- self-neglect:
  - promoting the activities of daily living
  - attending healthcare appointments
- · violence and aggression:
  - de-escalation techniques
  - breakaway techniques
  - restraint

#### Developing long term effective and sustained relationships with individuals Skills - What you need to teach Knowledge - What you need to teach The student must understand: The student must be able to: K1.17 The importance of developing effective and S1.31 Provide appropriate holistic care and sustained relationships with individuals support to individuals with mental health when providing care and support to conditions, based on knowledge and within individuals with mental health conditions scope of role and where applicable ensure to: they: promote access to care and support listen actively to contributions of others (for example people's opinions, wants and build trust between the individual and the needs) community encourage contributions from other · increase the likelihood of positive participants. (for example advocates, outcomes family and/or carer's) • further develop effective and responsive involve individuals in the development of services person-centred care plans (for example K1.18 The range of strategies than can be used, to what is important, what works well, develop and maintain effective and support required) sustained relationships with individuals: • enable individuals to meet self-care needs building positive relationships and trust: (for example independence, partnership working) o therapeutic alliance support individuals to express their unconditional positive regard emotional needs (for example distress, reflective listening anxiety) display of genuine empathy share any concerns with others, (for example line managers, supervisors) person-centred care maintaining professional boundaries with consistency in care and communication service users and staff transparency (GEC6) collaborative care S1.32 Assist with collaborative risk assessment responding to individual feedback and risk management with individuals with · acknowledging risks to the therapeutic mental health needs: alliance (for example possible sources of support the development of risk an alliance rupture, disagreements) assessments (for example risk of violence implementing boundaries when and aggression, self-harm, suicide) appropriate follow risk assessments in place to ensure

the safety of individuals, self and others

#### Developing long term effective and sustained relationships with individuals

- K1.19 The range of possible barriers, which may exist to prevent building and sustaining effective relationships and associated strategies to overcome them:
  - individuals' emotions, thinking and behaviour (for example fear, paranoia, aggressive behaviour)
    - ensure positive/clear communication
    - provide opportunity to discuss their feelings, thoughts and subsequent behaviours and acknowledge them
    - remain calm
    - o provide reassurance
    - ask open ended questions to keep dialogue going
  - language (for example jargon, spoken language or accent):
    - use of interpreting services/translating services
    - o speaking slowly and clearly
    - o frequently checking for understanding
  - culture:
    - awareness of and sensitivity to cultural differences
  - · differing expectations of support:
    - collaborative care planning
    - consistent approach
  - negative previous experiences of care/help:
    - open communication about previous experience and their concerns
    - acknowledgement of expectations of the relationship and the boundaries within the relationship

- review and monitor risk assessment as situations change
- · utilise dynamic risk assessment
- S1.33 Involve carers and family members in the risk assessment and management process ensuring they:
  - interpret and respond to any nonverbal cues (for example body language, mood)
  - use appropriate grammar and choice of words in oral speech
  - · avoid use of jargon or technical terms
  - respond to questions from a carer or family member
  - give explanations in a clear and unambiguous way, taking into account the level and experience of the carer or family member
  - ensure any changes are reported (for example deterioration in mental or physical state, side effects from medication)

(GEC1, GEC2)

- S1.34 Implement prevention and risk reduction strategies when providing care and support to individuals with mental health conditions:
  - monitor the use of substances (for example alcohol, drugs)
  - ensure medication is taken as required (for example correct dose and time taken)
  - · encourage positive coping skills
  - encourage wellbeing activities (for example exercise, healthy diet)
  - · apply physical intervention

#### Developing long term effective and sustained relationships with individuals

- sensory disorders (for example speech, hearing or sight)
  - providing choice of communication aids or support that match the needs and preferences of the individual

## K1.20 How mental health conditions may affect an individual's emotions, thinking and behaviour:

- · emotions:
  - fear
  - o panic
  - o anxiety
  - o sadness
  - o anger
  - o joy
  - hopelessness
  - o hopeful
  - o optimism
  - o pessimism
  - irritability
- thinking:
  - worry
  - o paranoia
  - o critical thinking
  - unhelpful thinking styles
  - emotional reasoning
  - catastrophising
  - o jumping to conclusions
- behaviour:
  - avoidance
  - over dependence
  - reassurance seeking

## S1.35 Adopt approaches and techniques to ensure the protection of own mental health and wellbeing:

- · recognise the need for 'time-out'
- use wellness action plans (WAPs)
- · hold regular one-to-one supervisions
- discuss any support required (for example additional training needs)
- know where to go for additional support (for example counselling, GP)

# S1.36 Overcome barriers that may exist to prevent building and sustaining effective relationships and make relevant and constructive contributions to move discussion forward:

- consider any negative previous experiences, and set expectations of support:
  - discussing fears and concerns
  - acknowledgement of expectations of the relationship and boundaries within the relationship
  - o use of collaborative care planning
  - having a consistent approach
- communicate effectively and utilise specialism communication services where required:
  - avoiding use of jargon/slang (for example use non-clinical terminology)
  - use assistive technology and other communication aids where appropriate
  - referring to specialist services (for example sign language or translation services required)

#### Developing long term effective and sustained relationships with individuals

- o poor engagement
- seeking attention
- intoxication
- behaviour that challenges:
  - aggression
  - challenging interpersonal communication
  - self-harm

## K1.21 The importance of sources of additional support to build relationships with individuals:

- inclusion of carers, family or social network (for example help to normalise mental health problems)
- multidisciplinary working (for example sharing relevant information across services)
- guidance and support of peers and/or supervisors (for example sharing best practice)
- use of specialist services (for example cultural services, religious services, drug and alcohol services, equality, diversity and inclusion specialists)
- K1.22 How attachment disorders may impact on developing effective and sustained relationships when providing care and support to individuals with mental health conditions:
  - secure (for example can form and maintain relationships)
  - preoccupied (for example emotionally dependent on others)
  - fearful/avoidant (for example low trust in self and others)

- using nonverbal communication (for example gestures to imitate actions such as eating or drinking)
- using a quiet space, free from distractors
- ensuring positive/clear communication and information sharing
- using active listening
- making relevant and constructive contributions to move discussion forward
- adjust communication and support style to meet the cultural needs of the individual:
  - promoting active involvement from the individual about their cultural requirements
- acknowledgement of the individual's mental health condition and responding appropriately to subsequent feelings, thoughts and behaviours:
  - remaining calm
  - providing reassurance
  - providing opportunities to discuss thoughts, feelings and behaviours
- S1.37 Identify and respond to the possibility that mental health conditions may affect an individual's emotions, thinking and behaviour ensuring they:
  - ask questions to test understanding
  - encourage contributions from other participants
  - listen actively to contributions of others

(GEC1, GEC6)

S1.38 Recognise when additional support may be needed to build effective relationships with

(GEC1, GEC6)

# dismissive (for example self-reliant, problems trusting others) individuals, access and make use of this support ensuring they: encourage contributions from other participants ask questions to test understanding listen actively to contributions of others seek additional training (for example conflict management) access resources (for example communication aids)

Strategies for developing enhanced communication skills			
Knowledge – What you need to teach	Skills – What you need to teach		
The student must understand:	The student must be able to:		
K1.23 Why a range of strategies exist to communicate with individuals who have mental health conditions:	S1.39 Use a range of communication strategies that are appropriate to individuals with mental health needs:		
<ul> <li>keeping questions open ended:</li> </ul>	<ul> <li>verbal communication strategies:</li> </ul>		
<ul> <li>helps the individual open up</li> </ul>	o telephone		
<ul> <li>allows the individual space to talk</li> </ul>	o face to face		
<ul> <li>correct environment:</li> </ul>	o video chat		
<ul> <li>free of distractions</li> </ul>	<ul> <li>written communication strategies:</li> </ul>		
<ul> <li>non-judgmental space</li> </ul>	o emails		
<ul> <li>adequate lighting and ventilation</li> </ul>	o reports/care plans		
<ul> <li>listening carefully:</li> </ul>	o text		
<ul> <li>shows respect</li> </ul>	<ul> <li>nonverbal communication strategies:</li> </ul>		
<ul> <li>repeat back to show understanding</li> </ul>	o use of body language		
<ul> <li>nonverbal communication strategies:</li> </ul>	o facial expressions		

#### Strategies for developing enhanced communication skills

- o use of body language
- facial expressions
- space between communicators
- visual communication strategies:
  - signs and/or symbols
  - illustrations/pictures
  - web pages

## K1.24 Communication can be either verbal or nonverbal and the strengths and limitations of both:

- verbal:
  - o pace, pitch, tone and volume of voice
  - appropriate language
  - o reflective listening
  - o empathy
  - o appropriate content
- nonverbal communication:
  - o body language
  - eye contact
  - o personal space
  - facial expression
  - written or pictorial forms of communicating

## K1.25 The impact of a range of barriers on communication in the mental health setting:

- conflicting opinions:
  - level of insight
  - o care plans
  - o hospital admission
- · past experiences:
  - positive/negative experiences of interventions

- o space between communicators
- visual communication strategies:
  - signs and/or symbols
  - illustrations/pictures
  - o web pages

# S1.40 Apply specific communication skills to build and sustain effective relationships with individuals with mental health needs, carers and other healthcare professionals within scope of role:

- communicate in a clear and unambiguous way, tailoring language and technical information to the audience
- select the most appropriate way of presenting data, using images and other tools (for example visualisations or infographics) to clarify complex information where applicable
- ask appropriate questions to test understanding based on the task required (for example use of probing questions to get information)
- actively or critically listen to the individual's contributions
- respond to the individual's questions, using a tone and register that reflects the audience
- speak clearly and confidently, using appropriate tone and register
- display appropriate body language (for example engaged, open)
- give explanations to others, both orally and in writing
- use technical language correctly and other tools to aid understanding
- organise ideas logically and coherently

#### Strategies for developing enhanced communication skills

- o breaches of confidentiality
- traumatic experiences in life as an adult or as a child
- delusions
- · hallucinations:
  - visual
  - auditory or verbal which may include command hallucinations
- confusion:
  - physical health conditions
  - o cognitive impairment
  - o organic diagnosis
  - o poor memory and concentration
- heightened emotions:
  - affects information processing
  - ability to retain information
  - o ability to make decisions
- · stereotypes and assumptions:
  - o stigma
  - o racism
  - cultural
  - misogyny or sexism
  - ethnocentrism or racial intolerance
  - heteronormativity or belief in traditional gender roles
- · medication:
  - o side effects
  - o beliefs about medication
  - compliance
- substance misuse:
  - intoxication

- respond to questions of individual
- apply routine skills with confidence and fluency to solve technical problems

(GEC1, GEC2, GEC3, GEC6)

- S1.41 Proactively use appropriate communication strategies to manage behaviour which challenges and poses a risk to self, individuals or others:
  - · communication strategies:
    - o reduce confusion and distress
    - address important needs (for example physical, medical, emotional, care needs)
    - provide reassurance to the individual
  - use distraction techniques (for example offer a drink to rehydrate, offer a different environment)
  - · remain calm
  - use simple short sentences
  - · use any aids to communication
  - use appropriate touch
  - use appropriate grammar and choice of words in oral speech
  - interpret and respond to nonverbal cues in style reflects the type of communication
  - provide the appropriate level of detail to reflect audience and purpose

(GEC2, GEC3)

- S1.42 Observe and record an individual's verbal and nonverbal communication recognising how it may be relevant to the individual's condition ensuring they:
  - participate in communication:
    - first meeting review

#### Strategies for developing enhanced communication skills

- withdrawal
- relapse
- environment:
  - noise
  - confidentiality and privacy
  - o interruptions
- personality clashes:
  - too similar
  - too different
  - o overfamiliarity
- · unrealistic expectations:
  - timescales
  - outcomes
  - o responsibilities
  - boundaries
- issues of power or control:
  - o non-collaborative care
  - o manipulation
  - individual's historical experiences
  - o managing boundaries
  - response to authority figures
- · cultural differences:
  - o beliefs about treatment and support
  - o presentation of symptoms
- overload:
  - o feeling overwhelmed
  - autism spectrum disorder (ASD)
  - specific mental health conditions (for example post-traumatic stress disorder PTSD)
- · organisational dynamics:

- o group sessions
- o individual support sessions
- o group intervention sessions
- hospitalisation
- interpret and respond to nonverbal cues (for example agitation, fidgeting, pacing)
- select fact from opinion
- listen actively and record information accurately and concisely
- document all observations and conversations within the care plan
- report any concerns (for example severe agitation, threats of self-harm)

(GEC2, GEC4)

- S1.43 Recognise when additional support may be needed to communicate effectively with individuals and how to access and make use of this support:
  - request clarification where appropriate
  - listen actively to contributions of others
  - encourage contributions from other participants and other members of the wider team:
    - use of interpreters
    - o use of translators
    - use of equipment (for example picture cards, Makaton)

(GEC4, GEC6)

#### Strategies for developing enhanced communication skills

- o service demand
- o availability
- o resources
- K1.26 How to implement proactive approaches to manage individuals who demonstrate challenging behaviour when providing care and support to individuals with mental health conditions:
  - hallucinations or suspicious thoughts/beliefs:
    - o proactive approach:
      - displaying empathy for how difficult it must be to have these experiences and beliefs
      - supervision and clinical discussion with a senior clinician about how best to support the individual
      - provide information to the individual explaining their symptoms to improve insight and understanding following supervision from a senior clinician
      - explanation of support worker role in advance of the meeting to reduce suspicion and sense of threat
  - individual with withdrawn behaviour:
    - proactive approach:
      - initial appointment at home
      - contact between appointments to increase engagement
  - individual with low mood/depression:
    - o proactive approach:
      - appointment at a time where the individual is more likely to engage
      - provide written material to help individual retain information

#### Strategies for developing enhanced communication skills

- reduced length of appointments
- showing empathy and understanding for how difficult it must be
- normalise experiences
- K1.27 Why individuals may require additional support when communicating with the mental health team and how to access and make use of this support:
  - barriers to communication:
    - sensory impairment
    - mobility
    - o location
    - individual requests
    - o spoken language
    - literacy
    - learning disability
    - cultural expectations
  - additional support:
    - Skype
    - use of interpreter services
    - Braille
    - sign languages
    - o written
    - o pictorial/visual
    - o telephone

Reporting and recording in mental health settings	
Knowledge – What you need to teach	Skills – What you need to teach

#### Reporting and recording in mental health settings

The student must understand:

### K1.28 The different ways of reporting and recording in mental health settings:

- incident reporting:
  - fill out local incident reporting form
  - inform (verbally or written) line manager
- · de-escalation:
  - o record in clinical notes
  - o fill out local incident reporting form
- safeguarding:
  - report to correct safeguarding agency (child or adult)
  - inform local safeguarding team of incident and actions taken
- self-harm/suicidal behaviours:
  - record method, severity, treatment needed and intent of actions
- suicidal tendencies:
  - o record in clinical notes
  - o record daily in clinical notes
- activities of daily living:
  - o observation by staff, friends or family:
    - self-reported by the individual
    - record daily in clinical notes

The student must be able to:

- S1.44 Observe, record and report changes in the mental health of individuals when providing care and support and be able to select different sources to gather information for a particular purpose ensuring they:
  - · interpret and respond to nonverbal cues
  - · select fact from opinion
  - follow note taking conventions including when taking minutes/notes
  - listen actively and record information accurately and concisely
  - apply routine skills with confidence and fluency to solve technical problems

(GEC2, GEC4)

# S1.45 Observe, measure, record and report on physiological health of individuals receiving care and support:

- physiological measurements:
  - heart rate
  - oxygen saturation levels
  - o blood pressure
  - body temperature
  - o weight
  - o height
  - o body mass index (BMI)
- they must ensure they:
  - use correct grammar, spelling and punctuation
  - use images and other tools to clarify complex information
  - use a style that reflects the type of communication and purpose (for example formal/informal/external

Reporting and recording in mental health settings	
	communication/internal communication/creative/in response to a brief)
	<ul> <li>understand the accuracy or precision that is required in measurement for a particular purpose</li> </ul>
	<ul> <li>apply routine skills with confidence and fluency to solve technical problems</li> <li>(GEC3, GMC1, GMC2)</li> </ul>
	(GE

## Performance outcome 2: Assist the mental health team with mental health tasks and therapeutic interventions

Understanding of the main types of mental health conditions			
Knowledge – What you need to teach		Skills – What you need to teach	
The st	udent must understand:	The student must be able to:	
K2.1	The symptoms of the main types of mental health conditions and how these conditions may affect an individual both positively or negatively:	S2.6 Apply knowledge of the main types of mental health conditions when assisting to carry out appropriate clinical interventions as delegated by the mental health team, ensuring they:	
	mood disorders:	express ideas clearly and concisely	
	<ul><li>depression and low mood:</li><li>reduced motivation</li></ul>	<ul> <li>provide the appropriate level of detail to</li> </ul>	
	<ul> <li>negative thinking style</li> </ul>	reflect audience and purpose	
	<ul> <li>hopelessness</li> </ul>	<ul> <li>apply routine skills with confidence and fluency to solve technical problems</li> </ul>	
	<ul><li>helplessness</li></ul>	(GEC3, GMC2)	
	<ul><li>suicidal ideation</li></ul>	,	
	<ul><li>changes to diet</li></ul>		
	<ul><li>changes to sleep</li></ul>		
	<ul><li>self-harm</li></ul>		
	<ul><li>poor hygiene</li></ul>		
	o mania:		
	<ul> <li>high or euphoric mood for a prolonged period</li> </ul>		
	<ul><li>impulsive</li></ul>		
	<ul><li>risk taking</li></ul>		
	<ul><li>reduced need for sleep</li></ul>		
	<ul><li>poor concentration</li></ul>		
	<ul><li>hallucinations or delusions</li></ul>		
	<ul><li>sexual disinhibition</li></ul>		
	<ul> <li>postnatal depression</li> </ul>		
	<ul> <li>reduced motivation</li> </ul>		

- · negative thinking style
- hopelessness
- helplessness
- personality disorders:
  - emotionally unstable personality disorder (EUPD)
  - dependent
  - o narcissistic
  - o avoidant
  - antisocial
  - histrionic
  - schizotypal
  - schizoid
- anxiety disorder:
  - o panic:
    - acute physical responses (panic attacks)
    - thoughts of dying or catastrophe
    - safety behaviours
    - avoidance
  - o obsessive compulsive disorder:
    - preoccupation with obsessive thoughts
    - compulsive behaviours to manage anxiety related to obsessive thoughts
    - belief that something bad will happen if you do not act, think or feel a certain way
    - feelings of heightened responsibility
    - safety-seeking behaviours
    - avoidance

- o social anxiety disorder:
  - fear of negative social evaluation
  - avoidance of situations which cause anxious feelings
  - safety behaviours
  - can occur with and without panic attacks
- psychotic disorders:
  - o first episode of psychosis:
    - hallucinations (for example visual, auditory, tactile, olfactory, gustatory)
    - delusional beliefs
    - paranoia
    - thought disorder (for example difficulties communicating or forming coherent thoughts)
    - thought broadcasting, thought insertion, ideas of reference
    - reduction in holistic functioning
  - o drug induced psychosis:
    - psychotic symptoms occur as the result of substance use and remain after the effects of the substance have ended
    - can resolve without the need for treatment within a few days once drug taking has stopped
- · eating disorders:
  - o anorexia:
    - preoccupation with weight and appearance
    - BMI of less than 17
    - high level of anxiety

- engages in forms of calorie restriction
- attempts ways of burning calories (for example over-exercising, laxative use)
- risk of medical complications (for example heart problems, amenorrhea)
- changes to hair, skin and teeth
- o **bulimia**:
  - cycles of binging and purging
  - less likely to be underweight than in anorexia
  - feelings of guilt and shame
- o binge eating disorder:
  - periods of binge eating
  - more likely to be overweight
  - feelings of guilt and shame
- · substance related disorders:
  - o addiction:
    - physical dependence
    - psychological dependence
    - unable to stop
    - failing to carry out commitments due to use
  - withdrawal syndrome:
    - collection of physical or psychological symptoms triggered by stopping the use of a substance
    - substance specific
    - can be fatal
- cognitive disorders:
  - o dementia:

- progressive neurological condition
- memory loss, confusion and impaired cognitive abilities
- potential aggression
- developmental disorders:
  - attention deficit hyperactivity disorder (ADHD) (affects attention, organisation and impairs functioning)
  - conduct disorder (patterns of antisocial behaviour in people under 18 years)
- trauma:
  - o complicated grief:
    - symptoms of grief persist over 2 years
    - ongoing difficulties managing symptoms of grief or avoidance of grieving
  - o post-traumatic stress disorder:
    - occurs following a stressful or overwhelming situation in which a person's life, safety or physical integrity was at risk or perceived to be at risk
    - flashbacks
    - nightmares
    - hyperarousal and hypervigilance
    - difficulties with mood
    - avoidance and safety behaviours
    - sleep difficulties

### K2.2 The different classification systems used to understand mental health conditions:

 Diagnostic and Statistical Manual of Mental Disorders (DSM)

International Classification of Diseases (ICD)

#### Understanding of treatment options for mental health conditions

#### Knowledge - What you need to teach

The student must understand:

### K2.3 The factors in choosing a particular treatment option for an individual:

- diagnosis
- duration of condition
- · severity of symptoms
- · previous treatment and its effectiveness

## K2.4 The strengths and limitations of the main interventions which can be used in the treatments of mental health conditions:

- therapeutic interventions (for example talking therapies – cognitive behavioural therapy (CBT), cognitive analytic therapy (CAT) and guided self-help, counselling)
  - o strengths:
    - very individual-centred and individualised
    - flexibility in treatment delivery (for example face-to-face, telephone, video conferencing software, group settings, virtual reality or avatar)
    - can be delivered by non-medical professionals (for example counsellors, psychological therapists)
  - o limitations:

### Skills - What you need to teach

The student must be able to:

# S2.7 Assist registered practitioners with routine delegated tasks or therapeutic interventions:

- applying knowledge of mental health conditions and treatments
- where applicable ask and respond to questions for clarification
- · collect, generate or identify data
- · helping to establish immediate care needs
- supporting with medication
- · signposting to social prescribing
- · helping with talking therapies:
  - o CBT
  - o CAT
  - o guided self help
  - counselling
- promoting a care programme approach (CPA)
- helping with psychodynamic therapy
- supporting with psychosocial interventions for psychoses
- guidance in family therapy or family systems therapy sessions

(GEC6)

#### Understanding of treatment options for mental health conditions

- requires higher level of motivation from the individual
- therapies available depend on specific staff skills
- waiting lists
- medication (for example antidepressants, antipsychotics, mood stabilisers, minor tranquilisers)
  - strengths:
    - can be given in conjunction with other therapies
    - wide range of options and delivery methods (for example tablet, liquid or injection)
    - can have a rapid onset and rapid results
  - limitations:
    - requires a doctor or non-medical prescriber to commence and monitor
    - possible side effects
    - potential risk (for example overdose, dependency, addiction, withdrawal)
- support from charitable organisations (for example, Mind, Samaritans)
  - o strengths:
    - can be easily accessed (for example online, phone call, meeting)
    - does not need to be prescribed
    - specific to individuals' group need
    - may have less rigorous monitoring
  - o limitations:
    - not delivered within organisational policies and procedures

- S2.8 Assist registered practitioners to implement strategies to support individuals with mental ill health, ensuring the communication style reflects the type of communication and purpose.
  - anger management support strategies:
    - helping the individual to understand anger triggers
    - o promotion of relaxation techniques
    - o promotion of countdown techniques
    - removing themselves from the situation
  - · suicidal thoughts strategies:
    - o promotion of breathing techniques
    - removing themselves from dangerous areas or situations contacting support services
    - o speaking to someone they trust
    - avoiding drugs and alcohol
    - safety plan
  - preparation for treatment:
    - medication
    - o talking therapies
    - o support programmes:
      - AA
      - 12 steps
      - for drug addiction
    - group therapy
    - o classes:
      - anger management
      - anxiety
      - stress
    - medical supervision

#### Understanding of treatment options for mental health conditions

- potential lack of confidentiality in a group setting
- requires participation from the individual (for example public speaking, talking about experiences in a group setting)
- K2.5 Their role supporting the mental health team, the benefits of early interventions when working with individuals:
  - improve long-term prognosis
  - reduce severity of presentation
  - · reduce length of treatment
  - may change diagnosis (for example low mood not developing to clinical depression)
  - allow people to more easily maintain their current lifestyle (for example social, economic, relationships)
  - reduce hospital admissions
  - reduce chronicity of mental health concern
  - speedier return to wellness and resuming previous trajectory of life

- o complementary therapies
- recreational groups
- guided self-help
- Eye Movement Desensitization and Reprocessing (EMDR)
- educational groups
- S2.9 Adhere to national guidelines, current national and local policy and service frameworks for mental health when undertaking any delegated tasks:
  - · comply with health and safety regulations
  - comply with safeguarding legislation
  - follow national guidelines and policies (for example Mental Capacity Act (2005) plus Amendment (2019), Deprivation of Liberty Safeguards (DoLS))
  - when required, provide supporting documentation in different formats:
    - use correct grammar, spelling and punctuation
    - select main ideas/key information from written text/oral discussions and summarise concisely (orally or in writing) in style appropriate to audience and purpose
    - o use appropriate technical terms

(GEC2, GEC3, GEC4)

#### Performance outcome 3: Promote mental wellbeing

Promote mental wellbeing	
Knowledge – What you need to teach	Skills – What you need to teach
The student must understand:	The student must be able to:

#### Promote mental wellbeing

# K3.1 Characteristics which make up an individual's mental wellbeing and the differences between them:

- characteristics which make up a person's wellbeing:
  - social factors (for example education, income, where you live)
  - physical factors (for example engaging in physical activities, illness, disease or injury)
  - emotional factors (for example selfrespect, self-esteem, being able to regulate and express emotions)
- factors which contribute to the characteristics of wellbeing:
  - o feelings of being safe
  - o sense of purpose and/or role
  - sense of self
  - o feelings of confidence
  - attending to activities of daily living (ADL)
  - flexibility of thinking
  - o ability to cope with adverse events
  - o perception of physical health
  - ability to interact with others

### K3.2 The different types of mental health conditions:

- mood disorder (for example bi-polar, seasonal affective disorders)
- anxiety disorders (for example generalised anxiety disorder, obsessive compulsive disorder, post-traumatic stress disorder)
- personality disorders (for example paranoid, antisocial)

# S3.12 Apply knowledge of mental wellbeing when assisting to carry out appropriate clinical interventions as delegated by the mental health team, including:

- considering characteristics of an individuals' wellbeing (for example social, physical and emotional factors):
  - adapting support/communication style to meet individual needs
  - promoting active involvement from the individual
- · communicating effectively:
  - ensuring positive/clear communication and information sharing
  - o use active listening
  - ask questions to test understanding
  - organise and record information logically and coherently
- promoting sense of purpose/confidence/resilience:
  - o providing reassurance
  - o building an effective relationship
  - setting realistic, achievable and measurable goals
  - expressing unconditional positive regard
- promoting a safe environment:
  - building trust
  - giving the individual space to talk without judgement
  - o provide person centred care

(GEC1)

#### Promote mental wellbeing

- psychotic disorders (for example schizophrenia, psychosis)
- eating disorders (for example bulimia, anorexia)
- attachment disorders (for example reactive attachment disorder, disinhibited social engagement disorder)

# K3.3 The student must understand factors which can influence the mental wellbeing for different groups:

- different groups:
  - younger people (up to the age of 18)
  - working age adults (aged between 18 to 65)
  - o older people (over the age of 65)
  - o prisoners
- influencing factors:
  - the need to develop and maintain new relationships (for example friendship or sexual relationships)
  - becoming more independent (for example moving jobs or house)
  - healthy sexual interactions (for example consensual sex, safe sex)
  - poor work/life balance (for example healthy balance between work and non-work activities)
  - sleep hygiene (for example getting enough sleep)
  - diet and exercise (for example regular exercise and healthy eating)
  - changes in status (for example marriage, children, promotion)
  - coping with loss (for example loss of family member, loss of friend, loss of spouse or partner)

#### Promote mental wellbeing

- changing roles (for example position in career, from carer to being cared for)
- social isolation (for example not seeing friends or having a strong friendship group)
- physical health (for example regular exercising within means)
- rehabilitation or recovery (for example from addiction, from a physical disability, from a mental health condition)

### K3.4 The different factors which help to identify individuals at risk of poor mental wellbeing:

- severe or long-term stress
- drug and alcohol misuse
- · unemployment or losing job
- social isolation or loneliness
- · homelessness or poor housing
- · social disadvantage, poverty or debt
- experiencing discrimination and stigma

### K3.5 Examples of good practice in dealing with those at risk or with poor mental wellbeing:

- gathering accurate and detailed information
- actively listening
- non-judgmental approach
- open and honest conversations
- remain person-centred (what matters to the individual)
- thinking holistically
- recording accurately
- · responding to risk information
- · working collaboratively with the individual

Promote mental wellbeing		
reporting risks issues in line with local and national policies and procedures		
<ul> <li>considering safeguarding</li> </ul>		
seeking advice if needed		

Strate	Strategies to promote mental wellbeing			
Knowledge – What you need to teach		Skills – What you need to teach		
The st	tudent must understand:	The student must be able to:		
K3.6	The needs of people with mental ill health and those supporting them at key life stages or transitions (for example when they first develop mental health problems, if	S3.13 Assist registered practitioners to implement appropriate and individual strategies to promote mental and physical wellbeing, ensuring they:		
	they go into psychiatric care, care over the long-term):  • normalise symptoms	<ul> <li>provide guidance on the building of the individual's self-efficacy to manage their own treatment</li> </ul>		
	<ul> <li>signpost to relevant documentation (for example handbooks, leaflets)</li> <li>de-stigmatise condition or symptoms</li> </ul>	<ul> <li>provide clear information about an individual's care team (for example care team members' names, telephone numbers, address, opening hours)</li> </ul>		
	<ul> <li>signpost to relevant support services (for example community teams, therapist, support groups)</li> </ul>	<ul> <li>provide details of the relapse prevention plan:</li> </ul>		
K3.7	How mental ill health can impact on their life, family, friendships, ability to work and participate actively in society:	<ul> <li>printed copy given to the individual</li> <li>copy shared with family (if the individual consents)</li> </ul>		
	the need to take time off work to recover:	o collaborative		
	<ul> <li>the need to change career or job (for example unable to work shifts or operate heavy machinery due to sedating medication)</li> </ul>	<ul> <li>individualised</li> <li>discuss relapse indicators and agree an action plan</li> </ul>		
	<ul><li>unable to maintain friendships:</li><li>lack of motivation</li></ul>	<ul> <li>offer family therapy</li> <li>signpost to information (for example book, blogs, websites, carers centres)</li> </ul>		

o anxiety

- o unreliability
- changeable mood
- o difficulties attending social occasions
- feeling of stigma about the illness:
  - keeping it a secret
  - o shame
  - societal and cultural beliefs about the illness
- · changes to family dynamics:
  - o children becoming carers
  - difficulties managing transitions during periods of ill health (for example adolescents/young adults wanting more independence when parents may need to monitor treatment adherence)
- financial instability:
  - being unable to work and earn money
  - o costs of travelling to hospital
  - debt (for example gambling whilst in a manic state)
  - difficulties in maintaining stable accommodation
- changing accommodation:
  - moving away from social support
  - o losing friendships due to distance
  - feeling unsafe or less safe

### K3.8 Different coping strategies and skills that can be used by the individual:

- talking to others
- · writing down thoughts
- · thought challenging
- · distraction techniques

- give crisis support information (for example useful telephone numbers, where to go for help)
- discuss medication (for example safe storage procedures, prescriptions and delivery from the pharmacy, medication boxes)
- ensure the route back into treatment is clear and accessible
- promote relaxation techniques
- understand anger triggers
- · discuss medication
- support with anxiety techniques
- · support with money management
- support with social interactions
- support with healthy lifestyle (for example healthy diet)
- · support with exercise and fitness

#### S3.14 Apply knowledge to promote a recoverybased approach for individuals with mental health conditions, ensuring they:

- use appropriate grammar and choice of words in oral speech
- interpret and respond to nonverbal cues
- use a style that reflects the type of communication
- provide the appropriate level of detail to reflect audience and purpose

(GEC2, GEC3)

# S3.15 Use an appropriate approach to support individuals and/or carers/families to manage the individual's condition:

 make relevant and constructive contributions to move discussions

- · mindfulness techniques
- meditation techniques
- exercise
- specific deliberate self-harm reduction techniques:
  - ice cubes
  - elastic bands
  - drawing on body with red pen
  - buddy box a box with things to do, positive reminders (for example a colouring book, herbal teas, stress ball, photo of loved one/pet, favourite CD, magazine etc
  - o safety plan

### K3.9 The different sources of specialist support available to individuals:

- peer support
- recovery colleges
- specialist mental health teams:
  - early intervention in psychosis (EIP)
  - community treatment teams (CTT)
  - child and adolescent mental health services (CAMHS)
  - drug and alcohol services
  - o psychologists
  - equipment and communication aids (for example translating and interpreting services, Makaton, picture exchange communication system (PECS), communication boards)
  - o psychiatric liaison
  - speech and language therapy (SALT)
  - occupational therapy
  - advocacy services

- adapt contributions to discussions to suit audience and purpose
- respond to questions/feedback using a style which reflects the type of communication

(GEC6)

- S3.16 Promote a recovery-based and holistic approach enabling the individual to manage their condition, including coping strategies and skills, ensuring they:
  - make relevant and constructive contributions to move discussion forward
  - adapt contributions to discussion to suit audience and purpose
  - promote coping strategies and skills:
    - talking to others
    - o writing down thoughts
    - o thought challenging
    - distraction techniques
    - o mindfulness techniques
    - meditation techniques
    - o exercise

(GEC6)

- S3.17 Take an active approach in supporting and empowering the individual to actively participate in society and manage their condition, including during change and transitions, recognising the impact of mental ill health on themselves and/or carers/families:
  - listen actively and record information accurately and concisely
  - interpret and respond to nonverbal cues
  - ask questions to test understanding

- chaplaincy
- o talking therapies
- autism service
- learning disability services

# K3.10 What a recovery-based and holistic approach when supporting individuals involves and the advantages:

- considers the needs of the person as a whole (for example mental, physical, social, emotional, financial, environmental, spiritual)
- individualised (for example individual needs are met, every person's idea of recovery is different)
- · collaborative goals can be set
- progress towards goals is regularly reviewed
- recovery from mental ill health is the focus of the care
- a good management plan can help to get things back on track following a setback or relapse

### K3.11 How to support carers and their families to manage the individual's condition:

- build individuals' self-efficacy to manage their own treatment:
  - providing clear information about the individuals care team (for example care team members' names, telephone numbers, address, opening hours)
- provide details of the relapse prevention plan:
  - printed copy given to individual
  - copy shared with family (if individual consents)

- support the individual to manage their condition during change and transitions, recognising the impact of mental ill health on them and others:
  - loss and grief
  - becoming a parent
  - o changes in physical health
  - o changes in emotional health
  - changes in employment (for example promotion, loss of job
  - moving (for example out of home, care)
  - pregnancy
  - o prison sentence, release from prison
  - o work support, work training
  - o divorce
  - leaving a domestic violence situation, abusive relationship
  - family conflict
  - environment changes (for example from home to hospital)

(GEC1, GEC2, GEC4)

- collaborative
- o individualised
- discuss relapse indicators and agree an action plan
- offer family therapy
- signpost to information (for example books, blogs, websites, carers centres)
- crisis support information (for example useful telephone numbers, where to go for help)
- medication (for example safe storage procedures, prescriptions and delivery from the pharmacy, medication boxes)
- ensure the route back into treatment is clear and accessible

## Occupational specialism – option D: Supporting the Care of Children and Young People

Knowledge and skills are set out side-by-side within their themed sections. The numbering is sequential throughout the performance outcome, from the first knowledge statement, following on through the skills statements. The 'K' and 'S' indicate whether the statement belongs to knowledge or skills.

#### **Mandatory content:**

Performance outcome 1: Assist with clinical tasks and treatment for children and young people

**Performance outcome 2**: Provide care and support to children and young people before, during and after clinical or therapeutic procedures

Performance outcome 3: Support parents, families and carers to meet the needs of the children and young people

#### **Glossary**

#### **Duty of care**

A legal obligation to always act in the best interest of individuals and others - do not act or fail to act in a way that results in harm; act within your competence and do not take on anything you do not believe you can safely do

#### Family-centred care

A collaborative approach to decision making involving the family and one or more healthcare professionals or agencies

#### **Multi-agency**

The collaboration of several separate healthcare agencies

#### **Multidisciplinary teams (MDT)**

A group of professionals from one or more clinical disciplines collaborating to undertake the appropriate medical treatment for an individual

#### **Patient**

A person receiving care, support or treatment

#### Person-centred

Focussing care on the needs, values and preferences of the individual and ensuring any clinical decisions are guided by these needs, values and preferences

#### **Proxy consent**

The process that authorises a person to make decisions on behalf of a child, young person, or vulnerable adult who are unable to consent to a medical intervention due to their age or lack of intellectual maturity

## Performance outcome 1: Assist with clinical tasks and treatment for children and young people

Guide	Guidelines, legal policy and service frameworks for children and young people			
Knowledge – What you need to teach		Skills – What you need to teach		
The st	tudent must understand:	The student must be able to:		
K1.1	The purpose of the guidelines, legal policies and service frameworks and how they relate to assisting with clinical tasks and treatment for children and young people:	S1.17. Adhere to current legal policy and service frameworks when assisting with delegated clinical tasks for children and young people by:		
	<ul> <li>the Children Act 1989/2004:</li> </ul>	<ul> <li>reading applicable text and using</li> </ul>		
	o purpose:	appropriate sources to apply into workplace practices:		
	<ul> <li>to provide parameters for local authorities to have improved official controls over any interventions in</li> </ul>	<ul> <li>demonstrating compliance with health and safety regulations</li> </ul>		
	the best interest of children and young people	<ul> <li>demonstrating compliance with the Children Act 1989/2004</li> </ul>		
	<ul> <li>its relevance when assisting with clinical tasks:</li> </ul>	<ul> <li>demonstrating compliance with the Mental Capacity Act (2005) plus</li> </ul>		
	<ul> <li>the duty of safeguarding children and young people</li> </ul>	Amendment (2019) (in relation to children and young people)		
	<ul> <li>what was included in the update:</li> </ul>	<ul> <li>demonstrating compliance with safeguarding legislation in relation to</li> </ul>		
	<ul> <li>clear guidelines on how a child should be protected and taken care of by law</li> </ul>	children and young people (for example escalating any safeguarding issues identified)		
	<ul><li>clarification on parental responsibility</li></ul>	<ul> <li>compliance with national standards         (for example NHS standards England)</li> </ul>		
	<ul><li>encouragement to services and</li></ul>	adherence to the NHS values:		
	organisations to work in partnership with parents	<ul> <li>working together for individuals</li> </ul>		
	<ul> <li>reinforcement that all people and</li> </ul>	<ul> <li>respect and dignity</li> </ul>		
	organisations involved with children	o commitment to quality of care		
	have safeguarding responsibilities	o compassion		
	o reason the act was updated:	o improving lives		
	<ul> <li>the act was revised mainly as a consequence of the Victoria Climbié</li> </ul>	o everyone counts		

case

- the Mental Capacity Act (2005) plus Amendment (2019) (in relation to children and young people)
  - o purpose:
    - to provide a framework stipulating who must be consulted in the decision-making process and when
  - the rights of children and young people at different ages:
    - the act only applies to young people aged 16 or over as it is assumed from this age that young people have capacity to make decisions about their health and wellbeing
  - its relevance when assisting with clinical tasks:
    - from the age of 16, unless they lack capacity, young people have the right to:
      - consent to, or refuse, clinical treatment (for example R v Cambridge Health Authority ex parte B)
      - refuse parents the right to access their medical record (for example Gillick test of competence/Fraser guidelines)
      - deny a clinician consent to share information with their parents (for example Gillick test of competence/Fraser guidelines)
- some young people, such as those with mental health issues, learning difficulties or brain injury, are considered to be lacking capacity
- K1.2 The various rights of children and young people:

- adhering to guidance on the rights of the child or young person at different ages
- adhering to legal policy on consent and proxy consent
- parental responsibility
- acting in the child or young person's best interests

(GMC5)

- United Nations Convention on the Rights of the Child (UNCRC) 1989 (for example life survival and development and how this relates to the ability to consent to treatment)
- how rights change at different ages:
  - o pre-cognitive decision making:
    - by parent or legal guardians (for example Alder Hey v Evans (2018) EWHC 308 (Fam), Great Ormond Street Hospital v Yates (2017) EWHC 972 (Fam) and Kings College Hospital NHS Foundation Trust v Thomas (2018) EWHC 127 (Fam)
  - o adolescents and young people:
    - have more influence on the management of their treatment (for example R v Cambridge Health authority ex parte B)

### K1.3 The key principles of safeguarding children and young people:

- the paramountcy principle:
  - o the welfare of the child comes first
- the 4 guiding principles from the early years foundation stage (EYFS):
  - o a unique child
  - o positive relationships
  - enabling environments
  - learning and development
- the principles of safeguarding set out by the Children Act 1989/2004:
  - allowing children to remain safe in their environments
  - o promoting the welfare of children

- importance of early intervention to protect children and young people
- safeguarding is the responsibility of all practitioners involved in the care of children and young people

### K1.4 How national safeguarding policy informs local ways of working:

- national (for example Working Together to Safeguard Children 2018, the national safeguarding review panel):
  - duty of care responsibility for all those working in children and young people clinical setting
  - actions taken to protect children and young people from harm
- local (for example safeguarding boards, work-based child protection policies)
  - duty of care for all those working with children and young people in inclusive universal clinical setting
  - actions taken to protect children and young people from harm.

# K1.5 The importance of gaining valid consent when assisting with clinical tasks and treatment for children and young people, including when it's appropriate to gain proxy consent:

- the importance of gaining valid consent:
  - protects the child or young person's rights against unwanted medical interventions (for example Gillick consent/Fraser guidelines)
  - safeguards the child or young person's rights to autonomous decision making around medical interventions and clinical tasks (for example Gillick consent/Fraser guidelines)

- o removes the risk of patient violation
- when is it appropriate to gain proxy consent:
  - when a parent or guardian has considered what the child or young person would consent to if they were able to

#### K1.6 What is meant by parental responsibility, and how this relates to supporting clinical tasks:

- meaning of parental responsibility:
  - the legal term for the rights,
     responsibilities and authority a parent
     has for a child or young person
- how parental responsibility relates to supporting clinical tasks:
  - responsibility to decide whether or not a child has medical treatment
  - parents have a statutory right to access the health records of their child, but children who are mature enough need to be asked prior to parents seeing their record
  - not all parents have parental responsibility

# K1.7 What is meant by 'acting in the best interests' of children and young people and how this relates to supporting clinical tasks:

- principle of acting in the child or young person's best interests:
  - all decisions are made with the aim of encouraging the child's happiness, security, mental health and emotional development
- how acting in the child's best interest relates to supporting clinical tasks:

- may influence a parent's decision in whether or not a clinical assessment or medical intervention takes place
- ensures the parent considers the longterm positive and negative impact of any medical interventions on the child or young person's development

#### Routine clinical tasks most relevant for children and young people

#### Knowledge - What you need to teach

#### The student must understand:

# K1.8 How routine clinical tasks are used to support the overall care and wellbeing of children and young people, in a range of different settings, for the following areas:

- nutrition and hydration:
  - o weighing of the child or young person
    - to ensure they fall within expected parameters
    - to remain vigilant to any concerns (for example safeguarding issues or underlying health concerns)
  - specimens collected to conduct nutritional assessments:
    - faecal
    - urine
  - appearance of child or young person inspected for indicators of poor nutrition and hydration:
    - tone of the skin for elasticity (for example pinch test)

The student must be able to:

Skills - What you need to teach

# S1.18. Carry out delegated clinical tasks for children and young people, including clinical assessments by:

- collecting data through taking physiological measurements, ensuring the accuracy and precision required is met through use of correct equipment and procedure:
  - o weight
  - height
  - o temperature
  - blood pressure
  - width measurement
  - o respiration rate
  - heart rate
  - oxygen saturation level
- using tools for clinical assessment to identify measurements outside of normal range considering upper and lower bounds:
  - o body mass index (BMI)

- the fontanelle (infants) for signs of dipping
- check whether eyes appear sunken
- check condition of hair (for example does it appear dry/brittle)
- where nutrition and hydration are considered crucial to child or young person's care or current health records, nursing assessment records are kept for:
  - fluid input/output in 24 hour period to identify deficiencies (for example fluid balance chart)
  - types/amounts/times food and drink are consumed by child or young person to ensure they meet a balanced nutritional diet (for example food diaries)
- physiological measurements:
  - checking and recording measurements (for example observation charts):
    - height
    - weight
    - temperature
    - blood pressure
    - width measurement
    - respiration rate
    - heart rate
    - oxygen saturation levels
  - using tools to identify anything outside of normal range:
    - body mass index (BMI)
    - completing growth charts

- growth charts
- paediatric early warning system (PEWS)
- collecting of specimens in preparation for clinical assessment:
  - o urine samples
  - o faecal samples
- monitoring and recording fluid intake/outputs with accuracy:
  - recording fluid input/output on a fluid balance chart
  - o calculating the fluid balance
  - recognising the positive and negative fluid balances indicators:
    - positive (for example could indicate an issue with kidneys) more fluid is being taken in than is being expelled
    - negative (for example could indicate diabetes) more fluid is coming out than is going in
- using technology effectively across a range of commonly used devices (for example digital blood pressure monitor and pulse oximeter)
- correctly apply a simple wound dressing as required:
  - o follow infection control procedures:
    - use of correct handwashing/hand hygiene techniques
    - correct use of PPE
    - correct use of waste disposal
    - correct use of cleaning and disinfection techniques

- paediatric early warning system (PEWS)
- bowel and bladder care and assessment:
  - bowel care and assessment:
    - collection of faecal samples to check for signs of ill health (for example colour/consistency)
    - listening for the presence of bowel sounds (for example using a stethoscope)
    - medication provided to support bowel movement
  - o bladder care and assessment:
    - collection of urine samples to indicate signs of dehydrations or ill health (for example colour to indicate hydration levels or tested for signs of infection)
- mental health assessment and encouragement of mental wellbeing:
  - o mental health assessment:
    - interact with the child or young person
    - assesses levels of engagement (for example a child or young person with mental illness may be less likely to engage)
    - escalate any signs of mental ill health
    - signpost child, young person, their parent or carer to mental health services where appropriate (for example child and adolescent mental health services (CAMHS))
  - o mental health wellbeing:

- position child or young person correctly prior to application of wound dressing
- clean and sterilise the wound prior to dressing
- select the correct size dressing appropriate to the wound
- apply dressing using correct techniques
- dietary planning:
  - signpost to or offer a variety of culturally appropriate foods considering (for example halal, vegan):
    - balance
    - moderation/portion control
    - variety
    - nutritional value
    - sufficiency appropriate to age/size of the child or young person
    - accurately calculate required calorie intake
  - use of food diaries to capture food intake and review plans
- identify/record any signs of poor nutrition and hydration:
  - check appearance of child or young person for visible indicators
- promote adequate nutrition and hydration:
  - use tools to provide dietary advice and guidance to child, young person, their parent or carer (for example healthy eating plate/5 a day)

(GMC1, GMC2, GMC5, GDC1)

- encourage participation (for example social activities)
- signpost child, young person, their parent or carer to community projects/groups or services that have positive impacts on mental wellbeing
- mouth care:
  - visual assessment of general condition
  - supporting with and encouraging general oral hygiene:
    - tooth brushing advice
    - guidance on the risk of consuming sugary foods/drinks
  - signpost child, young person, their parent or carer to wider network of service:
    - dentist
- · condition of skin:
  - visual observations and test of skin condition:
    - appears a healthy uniform colour
    - check for lesions
    - check for rashes including blanching test
    - check for abrasions
- · condition of nails:
  - visual observation:
    - uniform texture
    - check they have not become brittle
    - check for signs of bleeding or swelling

# S1.19. Support risk assessments for children and young people and escalate where appropriate by:

- effectively carrying out an individual risk assessment where delegated:
  - identify the risks:
    - moving and handling
    - slips, trips and falls
    - challenging or aggressive behaviours
    - burns or scalds (water and hot surfaces)
    - equipment such as bed or bed rail (for example climbing, jumping, getting stuck)
    - infection (for example COVID 19)
    - self-harm
  - evaluate the risk and establish suitable precautions
  - record findings
- read, understand and synthesise assessment findings (for example fluids, food and nutrition intake), escalating where appropriate
- report findings to relevant person within the organisation

(GEC5)

- check for signs of thickness or thinning of nails
- condition of hair:
  - o visual observation:
    - distribution (for example there are no areas without growth)
- K1.9 How to use effective communication skills and techniques when carrying out all routine clinical tasks in supporting the overall care and wellbeing of children and young people in a range of different settings:
  - · listening skills:
    - display active listening skills
  - nonverbal communication skills:
    - use appropriate body language (for example get down to their level when talking to the child or young person)
    - o use appropriate facial expressions
    - use appropriate gestures
  - verbal communication skills:
    - provide clear explanations and the opportunity for the child or young person to ask questions
    - adapt communication style where required
    - discuss one topic at a time to aid understanding and digestion of information
    - use simple language to ensure understanding
    - maintain appropriate boundaries
  - written communication skills:
    - provide age appropriate written brochure/documents/books

- · visual communication skills
- picture exchange communication, using appropriate images to convey the message
- K1.10 The purpose of reasonable adjustments and a range of ways they can be applied for children and young people in the health setting:
  - purpose of reasonable adjustment:
    - removes barriers to ensure clinical tasks can be carried out with ease
    - reduces the barriers to receiving effective care
    - enables the clinical task to be carried out effectively
  - application of reasonable adjustment for children and young people:
    - verbal and nonverbal communication (for example interpreter, Makaton)
    - physical (for example wheelchair ramp, adjustable bed)
- K1.11 How the collection of specimens and undertaking of a child or young person's observations supports the range of risk assessments and clinical assessments undertaken by registered professionals:
  - Braden risk assessment:
    - assesses skin integrity in terms of likelihood of a patient developing a pressure ulcer
    - supported by the observation of skin moisture levels and response to mild pressure being applied
  - Bristol stool scale:
    - assesses health in relation to stool type, using 7 types of stools

 supported by the collection of faecal samples and observations of patient bowel movements

#### · Waterlow score:

- assesses risk of the development of a pressure sore in the child or young person.
- supported by observation of the skin, monitoring mobility and continence levels

#### oral health assessment:

- assesses whether a child or young person has oral health problems and needs to be referred for dental treatment
- supported by observation of how an adult manages their daily mouth care routine

#### wound:

- o understand how wounds heal
- assesses state of wound to identify any signs of infection:
  - swelling
  - redness
  - pus forming around the wound
- o prescribe appropriate treatment:
  - aseptic non-touch technique
  - moist wound healing
  - application of appropriate wound dressing
- supported by skin integrity assessment (for example Braden Q and Glamorgan scales)
- · continence:

- assesses the causes of, and factors contributing to, urinary and faecal symptoms
- supported by appropriate dietary planning

#### fluid balance:

- assesses and interprets fluid and electrolyte balance
- supported by fluid intake and output monitoring

#### nutrition assessment:

- assesses and identifies children and young people who are at nutritional risk
- supported by food charts, physiological measurements and tools for identifying measurements outside normal range (for example BMI, weight)

#### • pain assessment:

- assesses pain levels to diagnose and determine suitable treatment
- supported by a range of pain assessment tools (for example Face, Legs, Activity, Cry, Consolability (FLACC) scale and Wong-Baker Faces Pain Rating Scale)

#### mobility:

- assesses child or young person's physical function to determine appropriate handling, positioning and mobility aids (for example wheelchairs, crutches, frames and specialist chairs)
- supported by use of appropriate moving and handling techniques

Knowledge – What you need to teach		Skills – What you need to teach			
The st	The student must understand:		The student must be able to:		
K1.12	technic of child range o	portance of using the correct ques for the moving and positioning dren and young people, including a of appropriate moving and handling ques and equipment:	\$1.20	Demonstrate safe practice when moving and/or positioning children or young people for treatment or completing clinical tasks, using appropriate moving and handling aids:	
		portance of correct moving and handling chniques: reduces the risk of injury to staff		<ul> <li>give explanation to the child or young person and colleagues in a clear and unambiguous way, taking into account</li> </ul>	
	0	ensures the correct support is applied appropriately for the age of the child to reduce risk		relevant factors:  o age o mental capacity	
	0	ensures risk assessments are adhered to and compliant with regulations (for example TILE risk assessment, falls risk assessment)		<ul> <li>physical condition</li> <li>any reasonable adjustments</li> <li>communication abilities and any</li> </ul>	
	0	establishes safer working environment minimises musculoskeletal problems maintains the dignity and privacy of	<ul> <li>maintain dignity of child or youn</li> <li>protect physical privacy (for exakeeping patient appropriately concepts)</li> <li>complete pain assessment prior manual handling to ensure the concepts in any pain</li> </ul>	maintain dignity of child or young person	
		the child or young person ange of correct moving and handling chniques:		complete pain assessment prior to any manual handling to ensure the child is not	
	0	never lift above shoulder height keep a firm grip		3 - 3	
	0	lift load close to your body bend knees and keep a straight back		<ul> <li>establish moving and handling risk assessment is completed, detailing how move should be carried out</li> </ul>	
equipment:		•		<ul> <li>ensure moving and handling aids are used correctly:</li> </ul>	
	0	hoist slide sheet and transfer boards lifting cushions		<ul><li>wheelchairs:</li><li>brakes applied</li></ul>	
	0	wheelchairs		<ul><li>footrests in place</li><li>hoist:</li></ul>	

#### Moving and handling children and young people

- o walking aid/frame
- o stand aid
- K1.13 The student must understand the key considerations of moving and handling, including a range of moving and handling techniques and the appropriate equipment.
  - key considerations in moving and handling children and young people:
    - o the task:
      - what moving and handling is needed (for example transfer the child from sitting to standing position)
    - the child or young person's capabilities:
    - the capabilities of the handler (for example physical strength)
    - o the working environment:
      - equipment available (for example hoist)
      - any potential changes to the environment
    - the child or young person as an individual:
      - previous experience
      - potential fears
      - any complex care needs (for example equipment or machinery attached to the child or young person)
      - daily needs/requirements of care specific to the child or young person
      - whether the child is independent, requires some assistance or is fully dependent

- correct sling is used
- area free from obstructions
- walking aid/frames:
  - correct height for individual
  - ensure appropriate footwear in place
- o slide sheets:
  - ensure the fabric is still slippery
  - follow risk assessment procedure
- transfer board:
  - ensure the transfer takes place in a reasonable space free from obstacles
  - ensure the surface transferred to and from are as close together as possible, with any brakes applied to equipment where applicable
  - ensure that no more than 1/3 of the transfer board surface is unsupported on either transfer surface
  - ensure part of the transfer board is always placed between the individual's body and the surface they are transferring from
  - ensure correct manual handling techniques are used to prevent injury when positioning, moving, and handling children and young people
- o standing aid:
  - ensure feet are placed correctly in the right position
  - lower the lever without causing contact with the child or young person and the lever

#### Moving and handling children and young people

- their communication abilities and any potential barriers
- a range of correct moving and handling techniques:
  - never lift above shoulder height
  - o keep a firm grip
  - o lift load close to your body
  - o bend knees and keep a straight back
- a range of moving and positioning equipment:
  - hoist
  - slide sheet and transfer boards
  - lifting cushions
  - wheelchairs
  - walking aid/frames
  - stand aid

- ensure the sling is attached correctly
- ensure child or young person has a strong grip before lifting begins
- o lifting cushion:
  - ensure the child or young person is positioned correctly prior to use
  - ensure the child or young person has the correct posture (for example arms folded)
  - continue to support the child or young person from behind and continue throughout use, altering position where necessary

(GEC1)

#### Equipment, resources and environment used in clinical tasks for children and young people

#### Knowledge – What you need to teach Skills – What you need to teach

#### The student must understand:

# K1.14 The purpose of a range of equipment that can be used when assisting with clinical tasks for children and young people:

- purpose of equipment used for monitoring:
  - o thermometer:
    - to check temperature
  - o digital blood pressure monitor:
    - to check blood pressure
  - o oximeter:

#### The student must be able to:

# S1.21 Monitor and maintain the environment, equipment and resources when assisting with clinical tasks for children and young people by:

- ensuring safe and correct use of all equipment
- ensuring equipment is available and correctly located
- ensuring the equipment is serviceable

#### Equipment, resources and environment used in clinical tasks for children and young people

- to check the percentage of haemoglobin saturated with oxygen
- weighing scales:
  - to check weight
- purpose of personal care equipment:
  - o commodes:
    - provides an alternative to using the toilet (for example where child or young person's mobility prevents them using a toilet)
  - o pressure relieving devices:
    - to prevent the risk of developing pressure ulcers
  - o incontinence pads/nappies:
    - precaution against urinary incontinence
  - o catheter/stoma:
    - to empty the bladder/urinary diversion
  - o nocturnal enuresis alarms:
    - retraining the bladder
- purpose of patient's personal care equipment:
  - walking aids (for example frames, sticks, crutches):
    - to aid walking, postural stability or support
  - o hearing aids:
    - to amplify sound and improve hearing
  - o glasses:
    - to correct and improve the vision
- K1.15 Where to source equipment or resources depending on their requirements:

ensuring correct infection prevention and control procedures are adhered to

#### Equipment, resources and environment used in clinical tasks for children and young people

- · medical and health databases:
  - for specific healthcare information (for example National Institute for Health and Care Excellence (NICE), NHS Improvement, Royal College of Paediatrics and Child Health (RCPCH))
  - for studies and research papers for child or young person
- storerooms:
  - o for on-site equipment requirements
- · external agencies:
  - for further information and guidance to support the child or young person
- members of the multidisciplinary team:
  - for a professional opinion, referral, equipment or resources

# K1.16 The importance of selecting an appropriate environment for carrying out clinical tasks, including how to maintain the safety of the environment:

- importance of selecting an appropriate environment:
  - o ensures patient safety and comfort
  - reduces the risk of infection
  - o avoids accident or injury
  - o ensures there is a clean, private room
- how to maintain the safety of the environment:
  - o follow infection control procedures
  - follow correct waste management procedures
  - o carry out health and safety audits
  - check and prepare all equipment prior to undertaking the task

# Equipment, resources and environment used in clinical tasks for children and young people o safe and correct storage of equipment and medical products following local policies (for example medical gases and sharps) o ensure correct usage of equipment o ensure all staff are trained and competent, only using equipment once training has been undertaken

### Performance outcome 2: Provide care and support to children and young people before, during and after clinical or therapeutic procedures

Wider network, multidisciplinary teams and roles and responsibilities in supporting the care of children and young people in therapeutic, clinical and care settings

Knowledge – What you need to teach		Skills – What you need to teach	
The student must understand:  K2.1 How the role of the children and young people's practitioner works with the wider network of professionals to support the care of children and young people by:		The student must be able to:  S2.48 Show adherence to current legal policy and service frameworks when providing care or support for children and young people by:  • following safeguarding procedures	
	<ul> <li>following safeguarding procedures:</li> <li>reporting to management/safeguarding officer</li> <li>recording word for word the safeguarding issue</li> <li>completing of safeguarding form</li> </ul>	<ul> <li>following child protection frameworks</li> <li>adhering to assessment plans</li> <li>ensuring shared communication across and between multidisciplinary teams asking and responding to any questions where necessary</li> </ul>	
	<ul> <li>gaining consent from child, young person, parent or carer to share appropriate information with other multidisciplinary teams for treatment or further care</li> <li>maintaining duty of care at all times</li> <li>participating in multi-agency shared communication</li> </ul>	appropriately escalating any issues     (GEC1, GEC3, GEC4)	

Wider network, multidisciplinary teams and roles and responsibilities in supporting the care of children and young people in therapeutic, clinical and care settings

- adhering to child protection guidance and regulation
- · developing care and assessment plans
- escalating issues as appropriate within scope of own role
- following policies and procedures in relation to child safety

# K2.2 The range of issues that must be escalated when support is required from the wider network of multidisciplinary teams:

- · child protection services:
  - change in child or young person's wellbeing or condition
  - disclosure from anyone (for example child, colleague) regarding potential abuse
- mental health team:
  - unusual change in the child or young person's behaviour
- physiotherapist:
  - issue with child or young person's mobility
- hospital nutritionist:
  - physiological measurements outside of normal range
  - change to child or young person physical condition (for example showing symptoms related to poor nutrition or hydration)
- relevant specialist:
  - referral/advice relating to an ongoing condition (for example dentist/optician)
- local GP:

Wider network, multidisciplinary teams and roles and responsibilities in supporting the care of children and young people in therapeutic, clinical and care settings

- more information about child or young person's medical history
- to have something added to medical record

### Strategies to support children and young people before, during and after clinical or therapeutic procedures

#### Knowledge - What you need to teach

#### The student must understand:

health setting:

# K2.3 A range of therapeutic play/distraction techniques and the purpose of their use with children and young people in the

- a range of therapeutic play/distraction
  - o role play

techniques:

- puppetry
- o music
- performance/dance
- o crafts or art
- building blocks
- o stories
- o light box
- messy play
- guided imagery
- the purpose of therapeutic play (for example music, painting, role play):
  - to comfort and/or relax the child or young person
  - o to aid self-expression

#### Skills - What you need to teach

The student must be able to:

# S2.49 Provide care and support to children and young people using appropriate strategies and interventions before, during and after clinical or therapeutic procedures:

- before the procedure:
  - explain procedure in a clear and unambiguous way
  - present information orally using digital and non-digital tools
  - provide information in appropriate format (for example pictures, diagrams, verbally or in writing)
  - explain their role in the decision making to consent to the procedure
  - discuss the benefits/risks in an organised and logical way to support child or young person's understanding
  - o discuss alternatives to the procedure
- during procedure:
  - provide positive reinforcement (for example praise)
  - use distraction techniques (for example talking about positive things,

### Strategies to support children and young people before, during and after clinical or therapeutic procedures

- to support child from birth to their transition into adulthood
- understand their medical condition, treatment and its impact on their daily life
- the purpose of distraction techniques (for example use of a light box, puppetry, messy play, guided imagery, use of music and headphones):
  - to direct the child or young person's attention away from pain or discomfort
  - to lessen the child or young person's anxiety
- K2.4 The positive impact of therapeutic play and distraction techniques on the child or young person:
  - supports the child or young person's wellbeing
  - reduces the risks of psychological trauma
  - makes the child or young person more cooperative during procedures
  - builds a positive and trusting relationship between the child or young person and healthcare professionals
  - reduces the need for drugs and sedation
- K2.5 The range of ways to promote and empower independence and self-help before, during and after the child or young person's clinical procedure:
  - before a procedure:
    - provide knowledge to the child or young person around the procedure (for example organise workshops, share video of children or young people with similar conditions)

- use tools such as light box, puppetry and messy play)
- · after procedure:
  - explaining self-management/aftercare or ongoing treatment and what (assistive devices) or who (multidisciplinary team) may be involved in this
  - providing positive reinforcement (for example praise)
  - explaining reasons for procedure and any future procedures

(GEC1, GEC2)

- S2.50 Demonstrate effective use of therapeutic play and learning to support children and young people before, during and after clinical or therapeutic procedures:
  - support the child or young person using a therapeutic play activity
  - select appropriate support tool from a variety of resources to clarify complex information (for example images, story boards, puppetry, blogs, story book and video/multimedia tools)
  - encourage contribution from the child or young person
  - listen actively to the child or young person and record concerns accurately and concisely
  - adapt discussion with the child or young person appropriately, taking into account relevant factors:
    - age
    - o mental capacity
    - o any reasonable adjustments

### Strategies to support children and young people before, during and after clinical or therapeutic procedures

- make the child or young person feel involved in decision making (for example gaining consent for procedure)
- reach agreement (for example provide choice)
- during a procedure:
  - maintain the self-esteem of child or young person (for example encourage independent self-care where appropriate)
  - encourage involvement in the procedure (for example carried out with them, not for them)
  - provide knowledge of current and any future procedures
  - therapeutic touch and supportive holding encourages co-operation (for example builds confidence)
- after a procedure:
  - encourage and introduce selfmanagement of aftercare or ongoing treatment (for example educate on assistive devices)
  - positive reinforcement (for example appropriate praise)
  - encourage ongoing support from multidisciplinary teams (for example Children and Adolescent Mental Health Services (CAMHS), respiratory physiotherapy, community teams)

 communication abilities and any potential barriers

(GEC3, GEC4, GEC6)

#### Knowledge - What you need to teach

#### Skills - What you need to teach

The student must understand:

# K2.6 The communication techniques and strategies that can be utilised before, during and after a clinical procedure:

- verbal communication techniques/strategies:
  - use simple repetitive language
  - o display active listening
  - provide clear explanation, an opportunity for the child or young person to ask questions and adapt communications style where required
  - o discuss one topic at a time
  - ask questions to test their understanding and digestion of information
  - give child or young person time to respond
  - build on the child or young person's responses
  - use positive re-enforcement (for example praise)
- nonverbal communication techniques/strategies:
  - use a full range of appropriate expressions, body language and gestures
- visual communication techniques/strategies:
  - use of imagery, storyboards and pictures to convey a message
- written communication techniques/strategies:

The student must be able to:

# S2.51 Demonstrate the use of appropriate communication techniques with children and young people:

- give explanations to the child or young person, in a clear and unambiguous way taking into account their age and level of understanding
- speak clearly and confidently using appropriate tone and register that reflects the child or young person
- · ask questions to test understanding
- actively listen to responses and building on what the child/young person says
- · use positive re-enforcement
- express ideas clearly and concisely, orally or in writing using communication aids where appropriate (for example digital tools, imagery, story boards, picture communications systems and brochures)
- use appropriate expressions, body language, gestures
- have discussion with child or young person and support with relevant and persuasive arguments

(GEC1, GEC2, GEC3, GEC6)

# S2.52 Implement strategies to deal with barriers to communication when working with children and young people:

- adapt communication strategy to suit the barrier
- actively listen to the child or young person's contribution

- use of appropriate written brochures/documents/books (for example age appropriate)
- use of digital tools (for example iPads/smart phones/use of applications)
- K2.7 The importance of adapting their communication strategy or technique to ensure it is age appropriate for the child or young person:
  - to meet the varied needs of children and young people at different ages and different stages of development
  - to increase the engagement of the child
  - · to make the child feel more relaxed
  - to make the child or young person feel more satisfied with the interaction
- K2.8 A range of possible communication barriers in providing care for children and young people:
  - language barrier
  - emotional barrier
  - hearing loss
  - · speech difficulties
  - · age of the child
- K2.9 How emotional immaturity may impact communication with a child or young person:
  - child or young person may struggle to express their emotions
  - child or young person may need additional attention when information is communicated to them
  - child or young person may require additional support and further explanation

- interpret and respond to nonverbal cues from the child or young person
- express ideas clearly and concisely, orally or in writing
- provide the appropriate level of detail to suit the child or young person, using an appropriate choice of words and language
- repeat information patiently where necessary and sum up the key points of discussion
- use a variety of resources to clarify information (for example images, story boards, puppetry, blogs)

(GEC2, GEC3, GEC6)

- with simple tasks someone of a similar age could manage independently
- child or young person more easily overwhelmed
- child or young person may struggle to accept difficult information

### K2.10 How learning disability may impact on a child or young person's ability to communicate:

- child or young person may have difficulty processing new or complicated information communicated to them
  - could cause communication skills to be limited, creating feelings of frustration in the child or young person
  - severe learning disability can prevent the child or young person being able to communicate at all
  - learning disability can make it more difficult to involve the child or young person in discussions and decisions about their clinical care and treatment

### K2.11 How impaired motor skills may impact on a child or young person's ability to communicate:

- · may struggle with written communication
- may incur or experience speech difficulties (for example stroke, cerebral palsy)

### K2.12 How impaired cognitive skills may impact on a child or young person's ability to communicate:

- may have difficulty concentrating on a conversation and become easily distracted
- may have problems dividing attention between talking and performing another

- activity which could be misinterpreted as socially hostile behaviour
- may interpret verbal communication very literally which could lead to misunderstanding and conflicts

#### Developing positive relationships with children and young people

#### Knowledge - What you need to teach

#### The student must understand:

# K2.13 The importance of developing positive relationships with children and young people and the benefits this can have in the healthcare setting:

- more likely the child or young person will feel comfortable and respond appropriately
- child or young person is more engaged in the process and has an improved experience
- increased chance of positive treatment outcome for the child or young person
- ensures that children and young people are safeguarded and receive the care and support needed
- facilitates the development of more accurate care plans
- a consistent and sensitive relationship is needed, to ensure that babies form a secure attachment or bond
- positive relationships are essential for healthy development
- positive relationships ensure secure attachment and the child or young person

### Skills - What you need to teach

The student must be able to:

- S2.53 Demonstrate the ability to develop positive relationships with children and young people when providing care and support:
  - · ask questions for clarification
  - listen actively and recording appropriate information accurately and concisely
  - encourage contributions from child or young person
  - adapt contribution to discussion to suit child or young person
  - provide positive re-enforcement
  - use communication, digital and play aids where appropriate

(GEC4, GEC6)

- S2.54 Respond appropriately to any recognised limitations in mental, cognitive and motor skills capacity in children and young people:
  - provide information in different formats to aid the child or young person's understanding:
    - digital format

is better able to manage their own feelings and behaviours

# K2.14 Key strategies that can be used to develop positive relationships with children and young people:

- communicate effectively considering age appropriate language
- maintain confidentiality as appropriate
- set consistent boundaries and honour commitments by doing what you say you will do for the child or young person
- · bond through play activities
- · resolve any conflicts or disagreements
- show respect and courtesy (for example acknowledging child or young person's opinions)
- · value and respect individuality
- monitor the effects of strategies used on child or young person's behaviour and respond appropriately

### K2.15 The importance of listening to the voice of the child, young person, parent or carer and how to make them feel heard:

- importance of listening to the voice of the child or young person:
  - o ensuring person-centred practice
  - adhering to professional responsibilitie
     s (for example duty of care, informed consent)
  - gaining a positive relationship with the child or young person
  - gaining an understanding of how they feel about a given situation
  - o showing respect
  - meeting their needs (for example food preferences and comfort)

- non digital format
- o use of communication support tools
- provide information at the appropriate level of detail to suit the child or young person's capacity to understand
- · give positive reinforcement
- encourage active participation from the child or young person
- repeat information as necessary, using a different method where appropriate (for example written communication)

- importance of listening to the voice of the parent or carer:
  - establish positive partnership working with parents/carers
  - benefit from parents/carers knowledge and experience related to the child or young person
  - the parent/carer is an advocate for the child or young person
  - o ensure person-centred practice
  - ensure the most appropriate treatment/intervention for the child or young person
- how to make all groups feel heard:
  - participate in active listening
  - acknowledge concerns
  - acknowledge fears
  - observe and respond to nonverbal cues

### K2.16 The importance of supporting children and young people in the context of their social and educational needs:

- social needs:
  - ensures development of physical and mental wellbeing
  - o enables social interaction
  - supports self-awareness
  - o develops emotional maturity
  - o develops empathy
  - encourages positive social skills
  - supports motivation
- educational needs:
  - ensures the child or young person has appropriate access to educational

- provision in line with the national curriculum
- ensures progression against national benchmarks
- raises child or young person's selfesteem
- reassessment of the child's educational needs (for example does the child need a statement)

# K2.17 The barriers that exist to building and maintaining relationships with children and young people:

- insufficient staffing levels (for example holidays, sickness)
- lack of information (for example relevant information about the child or young person not shared)
- lack of communication (for example talking to parent/carer but not the child)
- workload pressures on healthcare team (for example too many tasks in time given)
- the risk of passing on personal opinion/own experiences with child or young person to colleagues (for example negative comments in handover)
- lack of privacy (for example the child or young person might be inhibited in their communication due to embarrassment)

# K2.18 The internal and external factors that contribute to barriers when dealing with children and young people:

- · internal factors:
  - physical conditions (for example physical participation requirements)
  - mental conditions (for example neurodiversity, feelings of isolation)

- personality conflicts (for example difference in personal attitude of the child or young person and healthcare worker)
- previous trauma (for example sexual assault by person of trust)
- · external factors:
  - environment (for example location, setting too clinical)
  - cultural beliefs/norms/values (for example body language can have different meaning in different cultures)
  - impact of parents/carers (for example could hold different beliefs)
  - lifestyle (for example friendship groups)

### K2.19 Different strategies that can be used to overcome barriers:

- ensure there is enough time for the task
- ensure the correct information is in place to support any clinical tasks or therapeutic procedures:
  - o X-rays
  - clinical notes
- help to alleviate stress:
  - reassure
  - split of large tasks
  - o have a clear plan in place
- ensure clear and good communication:
  - breakdown complicated sentences
  - avoid medical terminology
- make use of communication aids where applicable:
  - o hearing aids

- o communication boards
- ensure comfortable and welcoming environment:
  - light and airy
  - soft furnishings
- ensure the dignity and privacy of the child or young person is maintained:
  - o select treatment environment carefully
  - o knock before entering treatment room
- ensure that empathy is shown to child or young person:
  - listen
  - validate their feelings
- be aware of conflicts (for example children or young person may be afraid of authority)
- K2.20 How a range of conditions and treatments may negatively impact the development of positive relationships with children or young people:
  - · conditions:
    - physical (for example cancer, diabetes, epilepsy)
    - mental conditions (for example depression)
    - treatments
    - chemotherapy
    - invasive procedures
    - surgery
    - medication
  - impact of conditions on relationships:
    - behaviour that challenges (for example attention deficit hyperactivity disorder (ADHD) or autism)

- lack of understanding (for example learning disabilities)
- o anxiety and fear (for example cancer)
- o impact of treatments on relationships
- no desire to communicate/feeling too tired or ill to communicate (for example chemotherapy)
- feeling violated due to invasive procedures
- anxiety and fear of being alone (for example before/after surgery)
- fear of becoming addicted (for example to prescribed medication)

# K2.21 What is meant by a child or young person lacking mental capacity and the associated limitations in building positive relationships:

- · meaning:
  - a child or young person who is unable to make decisions for themselves
- reasons for lack of capacity:
  - under 16 years
  - mental impairment (for example learning disability)
- limitations in building positive relationships:
  - ability to understand information about their situation
  - ability to retain information long enough to make a decision
  - ability to consider information to make a reasoned decision
  - o ability to communicate their decision

# K2.22 The range of resources available to support and develop effective relationships with children and young people:

- therapeutic play (for example drawing, puppetry)
- professional support (for example youth worker, support worker)
- specialist support (for example translator, signer/interpreter)
- assistive technology (for example communication aids, mobile apps)

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LANATOMY DNYSIOIOOY AND DATNODNYSIOIOOY OF CHIIDTEN AND VOLING DEOL	Amatamas, mbs.caia	1 a aver a sa al sa a la a sa la c	ratalaan, af abilduau	
	L Anatomy, physic	logy and pathophy	siology of children	i and vound beoble

#### Knowledge - What you need to teach

#### The student must understand:

### K2.23 The key physiological developments within each life stage of the child or young person:

- key developments in birth and infancy (0 to 2 years):
  - o reflexes
  - gross motor skills
  - o perceptions
- key developments in early childhood (3 to 8 years):
  - o gross and fine motor skills
  - communication and language skills flourish
- key developments in adolescence (9 to18 years)
- understanding the health needs and risks of adolescents:

#### Skills - What you need to teach

The student must be able to:

# S2.55 Apply knowledge of anatomy, physiology and pathophysiology when supporting children or young people to recover from a common childhood illness (for example influenza):

- monitor illness by taking physiological measurements (for example temperature, hydration intake) accurately and precisely
- administer appropriate treatment effectively and appropriate dosage for age/weight (for example paracetamol)
- encourage good nutrition and hydration
- follow appropriate infection control procedures
- use technology as appropriate to carry out clinical interventions in preparation for reporting and/or interpretation

- early adolescence (9 to 14 years):
  - puberty begins
  - growth spurt
  - increased sexual interest
  - development of moral thinking
  - intellectual interests expand
- o middle adolescence (15 to 18 years):
  - puberty is completed
  - physical growth slows for females
  - growing capacity for abstract thought
  - emotional and social development
  - development of moral reasoning
- late adolescence (18+):
  - physical development slows, cognitive development increases
  - increased emotional stability
  - rationalisation of life plans and goals

### K2.24 The ways in which the development of the 'well' and 'sick' child may differ:

- physically:
  - o abnormal physical stature
  - o gaunt appearance
- intellectually:
  - may be less advanced due to prolonged stays in hospital
- linguistically:
  - linguistic skills may be limited or underdeveloped
- emotionally:
  - feelings of frustration due to limitations
- · socially:

• use distraction techniques and therapeutic play to comfort the child

(GMC1, GMC5)

# S2.56 Apply knowledge of anatomy, physiology and pathophysiology when supporting children or young people with a physical or learning disability:

- physical disability:
  - encourage child or young person to be as independent as possible
  - make use of appropriate aids and adaptations
  - support with any therapeutic activity (for example drawings, listening to music)
  - liaise with other professionals for guidance on specific support available for child or young person
  - use of effective aids and equipment (for example wheelchair)
- learning disability:
  - speak to the child or young person in a clear and unambiguous way, taking into account the level of understanding
  - encourage independence and inclusion
  - liaise with other professionals for guidance on specific support available for child or young person
- provide information in different formats to aid the child or young person's understanding (for example pictures)

- may be withdrawn/not wanting to interact
- spiritually:
  - o attitudes to religion
- · morally:
  - distorted understanding of the consequences of their actions

### K2.25 The effects of sickness on a child's development compared to that of a 'well child':

- may cause child or young person to regress
- mental health may be negatively impacted (for example depression, anxiety)
- disruption to sleep pattern (for example due to chronic pain)
- friendships affected (for example losing touch due to long stays in hospital)
- impact on school attendance due to illness
- physical limitations due to the child or young person being in chronic pain

### K2.26 The concept of development milestones and how they may be impacted by illness:

- development milestones:
  - o birth to 2 years
  - o 3 to 8 years
  - o 9 to 18 years
- how development milestones are impacted by illness:
  - regression due to emotional changes
  - neural pathways interruption due to pain, resulting in cognitive delay or interruption

- behavioural difficulties due to anxiety, fear or uncertainty
- social changes (for example may become withdrawn or boisterous)
- long periods of hospitalisation can affect social development, through lack of interaction with peers
- long periods of hospitalisation can affect learning potential
- psychological distress, resulting in emotional difficulties

### K2.27 The key changes brought about by puberty among adolescents:

- signs and principle changes during puberty in males:
  - begins between ages of 12 to 16 years
  - testicles and penis begin to grow
  - o more facial hair
  - thickness of pubic hair
  - wet dreams
  - voice breaks
  - growth spurt
  - emotional changes due to hormones
- signs and principle changes during puberty in females:
  - breasts begin to grow
  - pubic hair thickens
  - vaginal discharge
  - slight weight gain
  - o change in physical size
  - o widening of hips
  - o begins between ages of 10 to 14

- growth spurt
- o onset of menstruation
- o emotional changes due to hormones

#### K2.28 The various impacts that illness or treatment can have on adolescence development:

- musculoskeletal injuries and diseases can damage physical and emotional development
- sexually transmitted diseases can lead to chronic pain and infertility
- injuries or scars that have a cosmetic effect (for example cause self-esteem and confidence issues)
- hormonal imbalance can cause a wide range of diseases and developmental issues
- medication and radiation can impact brain development and mental health
- chronic illness and pain can impact on adolescent's mental and social development
- mental health illness can make adolescents vulnerable to educational difficulties, discrimination and risk-taking behaviours
- immunosuppressants to prevent organ rejection can slow down puberty
- chemotherapy treatment can impact on growth

# K2.29 Strategies that can be used to support children and young people to develop, maintain and recover from a range of common childhood illnesses/conditions:

- common childhood illnesses/conditions:
  - o asthma

- o eczema
- o croup
- o coughs/colds/ear infections
- o gastro-intestinal conditions
- o measles
- o mumps
- o rubella
- o chicken pox
- strategies to help develop, maintain and recover:
  - control of temperature with paracetamol, tepid water baths, appropriate clothing
  - keep hydrated
  - offer reassurance
  - o keep comfortable with pain relief
  - encourage good nutrition
  - help combat spread of infection, through ventilation, cleaning and handwashing
  - keep the child stimulated with activities that can be done in bed

### K2.30 Functional changes in the child or young person associated with disease or injury:

- regression in development (for example head injury, space occupying lesions and syndromes affecting cognitive capacity)
- incontinence (for example spinal injury and inflammatory bowel disorders)
- loss of mobility (for example car accident, cerebral palsy)
- emotional problems (for example anxiety)
- impact to mental health (for example developing ADHD)

 chronic pain and discomfort (for example rheumatoid arthritis)

# K2.31 Strategies that can be used to support children and young people suffering from physical or learning disability:

- physical:
  - encourage child or young person to be independent
  - consider physical access needs (for example wheelchair ramp)
  - make use of appropriate aids and adaptations
  - support with any therapeutic activity (for example drawings, listening to music)
  - liaise with other professionals for guidance on specific support available for child or young person
- learning disability:
  - make any reasonable adjustments (for example allow extra time for completion of task)
  - encourage independence and inclusion
  - ensure communication is on the child's level of understanding (for example using appropriate language)
  - liaise with other professionals for guidance on specific support available for child or young person

How to support activities of daily living relevant to ch	to support activities of daily living relevant to children and young people		
Knowledge – What you need to teach	Skills – What you need to teach		

The student must understand:

# K2.32 The importance of supporting the child or young person to maintain good nutrition and hydration including strategies to support:

- importance:
  - to maintain growth, development, wellbeing and support recovery
- strategies to support:
  - ensure principles of good nutrition and hydration are adhered to (for example healthy diet, adequate hydration)
  - ensure there is a culturally appropriate menu (for example kosher, halal and vegan)
  - ensure consumption is supervised where required (for example eating disorders such as anorexia)
  - ensure appropriate diet is adhered to appropriate to the needs (for example modified, high protein)
  - ensure appropriate supporting aids are used (for example percutaneous endoscopic gastrostomy (PEG) and nasal gastric tubes)
  - ensure symptoms of poor nutrition and inadequate hydration are acted on accordingly
  - promote good nutrition and hydration via:
    - health promotion campaigns
    - current government guidelines
    - healthy options within a clinical or community setting
    - support parent, carers and children to understand nutritional labelling

The student must be able to:

# S2.57 Support or enable children and young people to maintain good nutrition and hydration and record details:

- promoting current healthy nutrition and hydration initiative to support child or young person to make healthy choices
- identifying needs of the individual, child or young person (for example dietary requirements, specific eating equipment, likes/dislikes/preferences, barriers, support needs)
- · collecting and generating data
- recording data onto food and drink record chart, ensuring accuracy and precision is maintained (for example a food and drink chart, nutritional plan)
- making judgements about appropriate nutrition and hydration including considering probabilities, risks and other factors

(GMC5)

### S2.58 Support or enable children and young people to maintain continence:

- giving reminders and prompts to use the toilet including appropriate mechanisms for communicating toilet need (for example a call bell)
- using appropriate aids and equipment (for example pads)
- · respecting privacy where possible
- · placing commode next to bed

### S2.59 Support or enable children and young people to maintain good personal hygiene:

· washing and bathing:

# K2.33 The importance and appropriate strategies for supporting the child or young person to maintain continence:

- importance:
  - maintain the individual's privacy and dignity
- strategies to maintain:
  - reminders and prompts to use the toilet
  - support younger children and their families with toilet training
  - appropriate environment for the child or young person
  - use of aid and adaptations

### K2.34 The importance of practicing and promoting good personal hygiene to the child or young person:

- importance:
  - maintaining dignity and privacy
  - infection prevention (for example hand and respiratory hygiene)
  - o promoting independence
  - preserving skin integrity
- strategies to promote:
  - reminders and prompts to bathe
  - educate on correct bathing techniques including the importance of drying skin to avoid breakdown from moisture
  - appropriate environment for the child or young person
  - using aid and adaptations
  - providing toilet facilities and adaptions that make them suitable for use

- maintaining dignity of child or young person
- o asking what help is required
- telling the child or young person what you are going to do
- oral hygiene:
  - supervising teeth brushing and flossing
  - demonstrating correct brushing and flossing technique
  - completing oral health assessment

### S2.60 Support or enable children and young people to dress and undress by:

- maintaining dignity of child or young person (for example close door/curtain and provide private space)
- encouraging active participation, asking questions to test understanding
- encouraging child or young person to learn to do activity for themselves where possible (for example putting on own socks and shoes)
- allowing choice of clothing (for example individual choice, comfort, fastening)

### S2.61 Support or enable children and young people to be mobile (for example walking frames, walking stick, crutches):

- following risk assessment (for example task, individual, load, environment (TILE))
- establishing support needed for movement (for example staff to walk with the child or young person)
- planning regularity of mobility (for example every hour)
- ensuring appropriate aids are available (for example crutches)

# K2.35 The importance and appropriate strategies for supporting the child or young person to maintain good oral health:

- importance:
  - prevention of tooth decay and gum disease
  - o prevent oral thrush and mouth ulcers
- strategies to support:
  - demonstration and promotion of correct technique for the brushing of teeth
  - demonstration and promotion of correct technique for the flossing of teeth
  - encouraging regular visits to the dentist
  - o providing oral health assessments

# K2.36 The associated considerations when assisting a child or young person with dressing and undressing:

- some tasks will be more sensitive than others
- upholding and supporting personal choice (for example have a few items of clothing available)
- supporting independence where applicable (for example don't do task for, do it with, be patient)
- encouraging child or young person to learn to do activity for themselves where possible (for example putting on own socks and shoes)
- recognition of altered body image (for example loss of limb)

### S2.62 Support or enable children and young people to rest, sleep and keep safe:

- use appropriate aids and equipment (for example mask, ear plugs)
- maintain appropriate environment (for example too hot/too cold, light/noise)
- safeguard (for example personal safety)

### S2.63 Support or enable children and young people to express their sexuality:

- support the child or young person to dress according to their preferences
- encourage independence where possible

# S2.64 Support the child or young person to develop and maintain skills for everyday living, including opportunities to play, learn and relax:

- play:
  - identify the child or young person's needs by asking questions and choose appropriate form of play in accordance with child or young person's preferences
  - encourage child or young person's engagement in play
- learn a new skill:
  - support the child or young person's active participation
  - use positive reinforcement to encourage child or young person to succeed
- relax:
  - use of appropriate relaxation techniques (for example reading, listening to music, relaxation exercises)

- supporting the physically disabled child (for example easy to wear clothing, elastic waist bands)
- considering any previous trauma that may affect the child when dressing and undressing (for example previous sexual assault)

### K2.37 Strategies to support the mobility of children and young people:

- follow risk assessment (for example TILE)
  - support needed for movement (for example staff to walk with the child or young person)
  - encourage independence (for example walking by self where possible)
  - planning regularity of mobility (for example every hour)
  - ensuring appropriate aids are available (for example crutches)

# K2.38 The importance of sufficient sleep, rest and relaxation to the mental and physical wellbeing of the child or young person:

- increased sleep requirements compared to that of adults (for example school children recommended 9 to 11 hours)
- relaxation eases muscle tension and chronic pain
- · improved physical recovery
- improved concentration
- increased energy levels
- increased productivity
- improved behaviour (for example less restless)
- improved memory

 use of appropriate communication skills to relax child or young person (for example soothing tone)

### K2.39 The strategies that can be used to support the child or young person's expression of sexuality:

- accepting child or young person's preferred gender expression
- education on gender expression
- education on LGBT lifestyles
- consideration of preferred pronouns (for example he, she, they)
- respecting style personal preferences in relation to:
  - dressing
  - personal grooming (for example shaving/hair style)

# K2.40 The impact of common childhood illnesses on a child or young person's activities of daily living and how the child or young person can be supported during these times:

- loss or reduction of independence (for example going to the toilet, bathing):
  - o support options:
    - attend to support child at regular arranged intervals
    - assist with the removal of clothes as required
    - assist with positioning (for example on toilet)
- loss of appetite:
  - o support options:
    - encourage to eat breakfast
    - encourage the drinking of water 30 minutes before a meal
    - provide food at regular intervals

- consider lighter food options for stomach complaints (for example soups and avoidance of dairy)
- social isolation:
  - support options:
    - encourage engagement (for example conversation, games)
    - use techniques to raise child or young person's self-esteem (for example use of positive reinforcement)
    - encourage alternative digital methods of staying in contact with friends and family (for example use of Skype)

#### Transitions for children and young people

#### Knowledge - What you need to teach

The student must understand:

### K2.41 The difference between expected and unexpected transitions:

- expected transitions experienced by all children and young people:
  - physical (for example change to the child or young person's environment such as having a new health team)
  - emotional (for example missing a parent, change of healthcare setting)
  - intellectual (for example moving between key educational stages)
- transitions experienced by some children or young people:

#### Skills - What you need to teach

The student must be able to:

### S2.65 Support children and young people through transitions such as between services or leaving care:

- following good practice and guidance to support child or young person through transitions (for example between services or leaving care):
  - NICE guidance
- providing appropriate information advice and guidance to child or young person
- adhering to primary care clinician plan and ensuring they are communicated logically and coherently

#### Transitions for children and young people

- physiological (for example a change to child or young person's medical condition, diagnosis of a disability)
- cognitive (for example sitting for exams)
- physical (for example a loss of body part, obesity, dwarfism)
- personality (for example fleeting attention)
- psychological (for example depression due to illness)
- o emotional immaturity
- emotional (for example moving into long term care, leaving care)
- o physical (for example loss of limb)
- unexpected transitions:
  - physiological (for example deterioration or improvement to child or young person's health condition)
  - emotional (for example sudden separation from parents)
  - sudden challenges (for example diagnosis of a life-threatening condition)

### K2.42 The potential effects of transitions on the development of the child or young person:

- emotional (for example changes in child or young person's behaviour)
- mental health issues (for example depression, anxiety causing delays in brain development)
- fear of the unknown (for example might isolate, withdraw from contact, causing development delays)
- sense of loneliness
- missing peers

- selecting main information from plan and summarising concisely in style appropriate to the child or young person
- responding to questions/feedback from members of the multidisciplinary team

(GEC2, GEC4)

#### Transitions for children and young people

- depression
- · feeling insecure
- long lasting negative impact on life

### K2.43 The strategies that can be used to support children and young people through transitions:

- care plan in place to effectively support communication:
  - ensure care plan clearly details child or young person's needs or preferences
- provide appropriate information, advice and guidance (for example understandable formats, full information provided)
- ensure resources are in place (for example any equipment needed, medication)
- direct questioning to encourage child or young person towards independent decision-making

### **K2.44** When and how to signpost to other services at different stages of transition:

- when to signpost:
  - o actions to take before transition:
    - establish services needed (for example for diabetes or asthma)
    - prepare child or young person (for example provide leaflets and information)
    - consider resources (for example transport, facilities available)
  - o actions to take during transition:
    - observe changes in care needs (for example brain injury due to oxygen

#### Transitions for children and young people

starvation) and refer to services as required

- o actions to take after transition:
  - establish additional needs (for example care support - care agency)
  - establish additional support (for example physiotherapy)
  - establish any additional resources (for example any equipment required for occupational therapy)
- how to signpost:
  - o before transition:
    - sending to learning centres
    - early help centres/early intervention teams
    - sharing leaflets
  - o during transition:
    - providing appropriate information, advice and guidance
    - supporting child or young person to reach an independent decision
  - after transition:
    - sending to parenting sessions with parents/carers
    - providing opportunities based on the child or young person's interests
    - home visits to support if required
    - regular health check-ups

#### Long term and life limiting conditions and end of life care for children and young people

#### Knowledge - What you need to teach

#### Skills - What you need to teach

The student must understand:

#### K2.45 The differences between long term and life limiting conditions and the impact of these on the development of children and young people:

- · long term conditions:
  - any condition that lasts 6 months or longer (for example asthma, diabetes, cancer)
- life limiting conditions:
  - a condition where there is no reasonable hope of a cure and the child or young person will not reach adulthood (for example AIDS, organ failure)
- impacts:
  - child or young person's understanding of long term and life limiting implications:
    - can cause depression
    - impact on social development (for example self-removal from social opportunities)
    - low self esteem
    - impact on emotional development
  - o effects of medication and treatment:
    - normal growth could be affected
    - disruptions to sleep
  - general physiological effects:
    - pain
    - fatigue
    - mood disorders

The student must be able to:

# S2.66 Provide appropriate care and support that helps children and young people with life limiting conditions:

- ensure child or young person is kept as comfortable as possible:
  - effective pain management (for example medication)
  - positioning in a way that is comfortable (for example using pressure relieving devices and techniques)
  - suitable environment (for example temperature, noise)
- maintain child or young person's wellbeing:
  - provide social interaction (for example contact with staff, visitors)
  - provide access to media (for example TV, phone)
  - provide appropriate nutrition and hydration
- ensure a care plan is adhered to and kept updated
- give explanations to the child or young person in a clear and unambiguous way taking into account the level and experience of the individual, using technical language correctly
- respond to questions from the child or young person/parent/carer for clarification
- use images and other tools to clarify complex information and adapt communication style where necessary

#### Long term and life limiting conditions and end of life care for children and young people

### K2.46 The impact of long term hospitalisation on children and young people:

- missed or reduced education:
  - o impact on intellectual development
- · missed social opportunities:
  - impact on social development
- being confined to bed could lead to underdeveloped musculoskeletal system:
  - impact on physiological development
- · fear, stress and anxiety:
  - impact on emotional development

## K2.47 The factors that impact on the care of the dying and deceased child or young person to ensure most appropriate care is provided:

- provide information to the child or young person, taking into account their age and level of understanding
- pain management administered to relieve distress and discomfort
- adherence to agreed care plan, with regular reviews
- recognition of religious and cultural beliefs
- recognition of wishes of parent/carer regarding resuscitation and organ donation
- recognition that care does not stop at the point of death
- provide care and support to the carer and family including emotional and practical bereavement support
- adherence to national and local guidelines in relation to end of life care:
  - NICE guidelines

- listen actively and recording information accurately and concisely
- correct use of mobility aids and equipment (for example wheelchair)

(GEC1, GEC3, GEC6)

### Performance outcome 3: Support parents, families and carers to meet the needs of the children and young people

Role	Role of families and carers in the care and support of children and young people					
Know	Knowledge – What you need to teach  The student must understand:		Skills – What you need to teach  The student must be able to:			
The s						
K3.1	The importance of the parent/child bond and the key principles and the stages of attachment:  • importance of the parent/child or young person bond:		S3.16 Apply knowledge of the role of families and carers in the care and support of children and young people when carrying out			
			clinical interventions as delegated by the clinical team:			
	0	key to developing the child or young person's mental health and resilience				appropriate strategies to achieve a tnership with families and carers such
	• att	achment theory:				
	0	stages of attachment			0	supporting and listening to the family's choices
	0	stranger anxiety (for example the child's response to the arrival of a stranger)			0	encouraging where possible the child or young person's active involvement and contribution to discussions and
	0	separation anxiety (for example their level of distress when separated from the primary caregiver, the level of comfort needed on their return)			0	the delivery of their care working in collaboration with the family to reach medically appropriate decisions which meet the needs of all involved
	0	social referencing (for example the level at which they look at their primary caregiver to determine how they should respond to something new (secure base)			0	listening actively and recording information accurately and concisely onto appropriate documentation (for example care plan)
	• ke	y principles:				(GEC4, GEC6)
	0	safe haven (for example the child's reliance on the primary caregiver to comfort)				with teaching parenting skills: eaching:
	0	secure base (for example the primary caregiver as the dependable	,	un	am	explanations in a clear and biguous way, taking into account the

foundation to which the child can turn

need to be near the primary caregiver)

if help or comfort is needed)

proximity maintenance (the child's

level and experience of the parent or carer

successfully use a variety of information, collaborative elements as part of digital

communication

#### Role of families and carers in the care and support of children and young people

 separation distress (for example the child's unhappiness when separated from the primary care giver)

### K3.2 The strategies that can be used to promote the parent/child or young person bond:

- encouraging parent/carer to spend time with the child
- signposting parent to appropriate educational provision
- working with parent/guardian to build confidence and empower them to parent effectively

## K3.3 The principles of a range of parenting skills that can be used to strengthen the parent/child/young person bond:

- parents moderating their expectations of development or behaviour
- being approachable
- · showing affection and appreciation
- treating the child or young person with respect
- giving the child or young person your full attention when with them
- acknowledging their feelings
- · setting consistent boundaries
- reminding them that they are loved unconditionally

# K3.4 The importance and appropriate strategies to achieve a partnership with families and carers to deliver holistic family-centred care:

- importance:
  - improving communication between families and carers
  - improving engagement between families and carers

- respond to questions from parent/carer
- parenting skills:
  - moderating expectations on development and behaviour
  - o being approachable
  - showing affection and appreciation
  - treating the child or young person with respect
  - giving the child or young person your full attention when with them
  - acknowledging their feelings
  - setting consistent boundaries
  - reminding the child or young person that they are loved unconditionally

(GEC1, GDC3)

#### Role of families and carers in the care and support of children and young people

- can improve patient and family outcomes
- o increase patient and family satisfaction
- builds on child and family strengths
- increases professional satisfaction
- can decrease future healthcare costs through getting families and carers on board with treatment plan
- leads to more effective use of healthcare resources

#### strategies:

- supporting and listening to the family's choices
- working in collaboration with the family to reach medically appropriate decisions which meet the needs of all involved
- respecting the diversity of the family (for example cultural and care preferences)
- encouraging family participation in the delivery of the child or young person's care
- encouraging where possible the child or young person's active involvement in discussions and the delivery of their care

# K3.5 The principle considerations that must be given to the child or young person and their family when there are alternative living arrangements:

- alternative living arrangements:
  - o foster care
  - supported living
  - different family structures/blended families

#### Role of families and carers in the care and support of children and young people

- displaced family (for example child is in hospital in a location away from home)
- o residential care
- considerations:
  - ensuring the child or young person's wellbeing
  - o safeguarding
  - appropriate and immediate reporting of any concerns
  - signposting the family to the appropriate services (for example financial, counselling)
  - who is the child's legal guardian in the circumstances
  - the rights of the biological family in the circumstances
  - other emotional or physical support requirements

Shared decision making strategies				
Knowledge – What you need to teach  The student must understand:		Skills – What you need to teach  The student must be able to:		
	<ul> <li>importance:</li> <li>helps the child or young person and their family feel supported and in control of the situation</li> </ul>	<ul> <li>listen actively and record information accurately and concisely</li> <li>listen to 'the voice' of the child or young person, selecting fact from opinion</li> </ul>		

#### Shared decision making strategies

- decreases the risk of misunderstandings and frustrations
- child or young person and their family feels empowered to make informed choices and reach a collaborative decision about the best care plan
- enables care to be tailored to the needs of the child or young person
- · key approaches:
  - ensure decision making is always family-centred and caters to their specific needs
  - use the SHARE approach (seek, help, assess, reach, evaluate):
    - seek participation from child or young person and their family
    - help them explore treatment options
    - assess their values and preferences
    - reach a mutual decision
    - evaluate the decision
  - o follow NICE guidelines

- encourage all parties to engage and contribute to the decision making process
- make joint decisions using the SHARE approach (seek, help, assess, reach, evaluate)
- express opinions and supporting these with relevant and persuasive arguments
   (GEC6)

Promoting health and wellbeing in children and young people				
Knowledge – What you need to teach		Skills – What you need to teach		
The student must understand:		The student must be able to:		
K3.7	The importance of national and global immunisation programmes to the health and	S3.19	Deliver holistic support when working in partnership with families and carers:	
	wellbeing of children and young people and how they can be promoted effectively:		<ul> <li>listen actively to the contributions of families and carers</li> </ul>	
	• purpose:		act upon the wishes of the family or carer	
	<ul> <li>protects against illness</li> </ul>		wherever possible	

- o prevents spread of disease
- o prevents mass epidemics/pandemics
- · strategies to promote:
  - actively encourage immunisation
  - talk through any concerns
  - educate about the benefits
  - signpost to additional sources of support and information where necessary:
    - leaflets
    - books
    - talks
    - websites
    - videos
    - blogs
- K3.8 The purpose and methods of promoting good nutrition and a healthy diet for the health and wellbeing of children and young people, including methods to support and encourage breastfeeding:
  - purpose of promoting good nutrition and a healthy diet:
    - a nutrient-dense diet supports health, immunity and development
  - methods of promoting good nutrition and a healthy diet:
    - educate about healthy options:
      - balanced diet (for example adequate fibre in diet)
    - signpost to appropriate resources:
      - healthy eating workshops
      - leaflets
      - books

- signpost the relevant services (for example extended health and social services)
- respond to any questions
- S3.20 Support parents, families and carers to meet the needs of the child or young person including promoting the importance of family-centred care:
  - educate on the benefits of family-centred care (for example improving family communication, improving outcomes for child or young person)
  - offer advice and support on how to manage the child or young person's condition:
    - o asthma
    - o eczema
  - actively encourage the family to have a shared discussion on concerns
  - engage with the family to reach suitable solutions for any concerns raised
- S3.21 Promote awareness with families and carers on how to maintain and contribute to health and wellbeing of children and young people:
  - actively encourage the use of public health strategies in relation to immunisation, nutrition, healthy diet, mental health, self-harm and other safeguarding issues:
    - immunisation:
      - talk through any concerns
      - educate about the benefits
      - signpost to additional sources of support and information where necessary (for example leaflets, books, talks)

- useful websites
- dietitian
- talks
- educate on the benefits of good nutrition
- inform about the relevant schemes (for example free meals and vouchers for eligible children and young people)
- recognise and promote food diaries as an important assessment tool in tracking that child or young person is eating a balanced diet
- purpose of promoting breastfeeding:
  - breast milk is the most complete form of nutrients for babies under 6 months
  - it encourages bonding and attachment between parent and infant
- methods to support and encourage breastfeeding:
  - make suitable facilities available for expressing (for example comfortable surroundings, private room)
  - make suitable equipment available for expressing (for example breast pump, bottles)
  - make suitable facilities available for the storing of milk (for example fridges, cool areas)
- K3.9 The importance of physical activity on the health and wellbeing of children and young people and how this can be promoted effectively:
  - importance:
    - strengthens musculoskeletal system
    - strengthens the heart

- o physical activity:
  - educate about the benefits
  - actively encourage participation without forcing the child or young person
  - work with the child or young person and their family to find an appropriate form of physical activity that suits their preferences
  - where appropriate, share ideas with the family on what they can do at home to support the child or young person's physical development
- o oral care:
  - advise family about the benefits of good oral hygiene
  - advise the family about appropriate strategies they can use to maintain the child or young person's oral health
    - reminders and prompts to practice good oral hygiene (for example teeth cleaning)
    - talking about oral hygiene with the child or young person after meals
  - educate the child or young person on the best techniques to use
- o nutrition, healthy diet:
  - educate family about the benefits of good nutrition and the healthy options available
  - educate families and carers on completing and reviewing food diaries
  - signpost to relevant resources or professionals where necessary (for

- o can combat obesity
- ability to raise child or young person's self esteem
- enables social interaction with other children and young people
- · strategies to promote:
  - work with the child or young person and their family to find an appropriate form of exercise that suits their preferences
  - where appropriate, share ideas with the family on what they can do at home to support the child or young person's physical development
  - encourage but do not force child or young person's participation
- K3.10 The importance of oral care on the health and wellbeing of children and young people and how this can be promoted effectively:
  - importance:
    - prevents tooth decay
    - o prevents gum disease
    - o prevents tooth loss
    - o creates positive self-esteem
  - · strategies to promote:
    - advise family about benefits of good oral hygiene
    - advise the family about appropriate strategies they can use to maintain child or young person's oral health:
      - reminders and prompts to practice good oral hygiene (for example teeth cleaning)
      - talking about oral hygiene with the child or young person after meals

- example leaflets, workshops or dietitians)
- responding appropriately to any questions raised
- mental health, self-harm and other safeguarding issues:
  - educate family on the potential indicators (for example acting withdrawn, unexplained cuts)
  - educate family on how to develop positive self-esteem in the child or young person
  - educate on awareness campaigns (mental health awareness day)
  - signpost to relevant services
  - advise family on what to do if they have any concerns regarding their child or young person (for example how to support, suitable health and social care services to contact)
- S3.22 Promote awareness amongst families of how to ensure bonding and attachment with children and young people:
  - encourage parent/guardian to spend time with the child
  - respond to any questions from the family
  - signpost parent to appropriate educational provision
  - work with parent/guardian to build confidence and empower them to parent effectively

 educate child or young person on the best techniques to use

# K3.11 The importance of mental health awareness on the health and wellbeing of children and young people and how this can be promoted effectively:

- importance of mental health awareness:
  - increases the chances of early intervention (for example signs can be spotted sooner)
  - awareness reduces stigma, meaning child or young person is more willing to talk about their feelings
- strategies to promote:
  - educate family on how to develop positive self-esteem in the child or young person
  - encourage child or young person to talk about their feelings
  - educate on awareness campaigns (for example mental health awareness day)
  - educate family on signs of mental ill health
  - knowing where and how to escalate concerns
  - knowledge of safeguarding policy and setting's procedure
  - knowing relevant services to signpost family to if they have concerns about their child or young person

# K3.12 The importance of self-harm awareness on the health and wellbeing of children and young people and how this can be promoted effectively:

• importance of self-harm awareness:

- o increases understanding
- allows open conversation which can help prevent child or young person self-harming
- to educate and break down myths (for example only certain types are affected by self-harm)
- strategies to promote self-harm awareness:
  - share resources:
    - blogs
    - videos
    - leaflets
    - books
    - useful websites
  - educate on signs and symptoms of self-harm (for example unexplained cuts)
  - educate on awareness campaigns (for example self-harm awareness day)
  - knowing where and how to escalate concerns
  - knowledge of safeguarding policy and setting's procedure
  - knowing relevant services to signpost child or young person to
- K3.13 The importance of protecting children and young people from abuse and neglect and the strategies to effectively promote this:
  - importance:
    - it is the duty of anyone working with children or young people to safeguard them appropriately

- taking effective safeguarding steps can break the cycle of future abuse and neglect
- strategies to promote:
  - educate parent/carers (for example parent/carer training programmes)
  - escalate any safeguarding concerns via setting's safeguarding policy

### K3.14 The importance of public health strategies and how to effectively promote them:

- importance:
  - public health strategies have a positive impact on the reduction of preventable disease and death, aiding and prolonging life
  - reduces future costs and strain on healthcare services
  - o they can be used to promote:
    - healthy choices and living
    - disease outbreak prevention
    - measures to ensure public safety
- · strategies to promote:
  - educate child or young person and family on relevant campaigns (for example Change4life, 5 a Day)

# K3.15 The importance of promoting the services offered by extended health and social care services and the strategies used to effectively do this:

- importance:
  - services offered can put children, young people and their families in touch with beneficial support resources that sit outside of the clinical remit
- · strategies to promote:

- education and discussion on the variety of services available (for example educating on substance misuse, smoking cessation services and education on viruses such as HIV/hepatitis)
- supporting child, young person or their family to use service, helping to eliminate barriers
- encourage self-referral through signposting

### Occupational specialism – option E: Supporting the Therapy Teams

Knowledge and skills are set out side by side within their themed sections. The numbering is sequential throughout the performance outcome, from the first knowledge statement, following on through the skills statements. The 'K' and 'S' indicate whether the statement belongs to knowledge or skills.

#### **Mandatory content**

**Performance outcome 1:** Carry out a range of therapeutic techniques to support allied health professionals (AHPs)

**Performance outcome 2:** Assist with the therapy support process and provide advice to help individuals develop and improve their health and/or develop or maintain skills for daily living

Performance outcome 3: Prepare and maintain the therapeutic environment, equipment and resources for use

#### Glossary

#### Allied health professionals

The allied health professions (AHPs) comprise of 14 distinct occupations including: art therapists, dietitians, drama therapists, music therapists, occupational therapists, operating department practitioners, orthoptists, osteopaths, paramedics, physiotherapists, podiatrists, prosthetists and orthotists, diagnostic and therapeutic radiographers, and speech and language therapists

#### Individual

A person who may require care, assessment, investigation, support or treatment

#### **Patient**

A person receiving care, support or treatment

#### Scope of practice

Sets out the limits of responsibility and ensures individuals do not undertake work outside of training or competence

#### Scope of role

Range of activities, duties, or responsibilities that an employee is reasonably expected to carry out or fulfil within the remit of his or her job or position

#### Service user

A person receiving or using healthcare services

### Performance outcome 1: Carry out a range of therapeutic techniques to support allied health professionals

Roles and responsibilities of a therapy support worker				
Knowledge – What you need to teach		Skills – What you need to teach		
The student must understand:		The student must be able to:		
K1.1	The diversity of work undertaken by senior healthcare therapy support workers in supporting a range of allied health professionals, including:	S1.26 Recognise and respect the particular shared functions of AHPs across the health and social care setting and request clarification and ask questions to test understanding where appropriate:		
	art, music and drama therapists:	carrying out therapeutic assessments		
	<ul> <li>building confidence in working in groups</li> </ul>	supporting with activities for daily living (for		
	<ul> <li>supporting patients to engage in therapeutic tasks during sessions</li> </ul>	example being able to make meals, personal care, overall health and wellbeing)		
	<ul> <li>promoting expression of emotions/difficulties through the use of</li> </ul>	<ul><li>supporting in social participation</li></ul>		
	art or drama techniques by creating	health promotion and education		
	and maintaining a therapeutic, containing environment	<ul> <li>working collaboratively (for example care planning, discussing treatment options,</li> </ul>		
	<ul><li>chiropodists/podiatrists:</li></ul>	sharing relevant information)		
	<ul> <li>providing essential assessment, evaluation and foot care</li> </ul>	(GEC1) S1.27 Apply knowledge of the therapy support		
	<ul> <li>working in both the community and acute settings</li> </ul>	role when supporting the therapy team with a range of therapeutic tasks and		
	o promoting mobility	interventions:		
	<ul> <li>preventing and correcting</li> </ul>	<ul> <li>providing support with mobility</li> </ul>		
	misalignment	<ul> <li>supporting independent living</li> </ul>		
	dietitians:	<ul> <li>supporting with diet and nutrition</li> </ul>		
	<ul> <li>supporting with dietary and nutritional intake</li> </ul>	<ul> <li>helping to manage anxiety</li> </ul>		
	<ul> <li>supporting nil by mouth patients</li> </ul>	<ul> <li>helping with personal and social integration</li> </ul>		
	<ul> <li>promoting of healthy diets</li> </ul>	<ul> <li>supporting speech and language and</li> </ul>		
	occupational therapists:	communication difficulties		

- supporting activities of daily living therapies (for example kitchen practice, washing and dressing)
- enabling and promoting independence both physical and mental
- prescribing equipment and resources to enable and promote independent living
- · operating department practitioners:
  - providing person-centred care and preparing specialist equipment and drugs
  - preparing all the necessary equipment and instruments for operations and providing these to the surgical team during the operation
  - supporting the patient throughout their time in the recovery ward, assessing vitals and fitness for return to the ward
  - responsible for preparing the operating theatre and maintaining communication between the surgical team, operating theatre and wider hospital

#### orthoptists:

- investigate, diagnose and treat defects of binocular vision and abnormalities of eye movement
- work independently as well as part of a multidisciplinary team

#### · osteopaths:

- take a holistic view of the structure and function of the body to diagnose and treat a wide variety of medical conditions
- use a number of non-invasive treatments to restore bodily equilibrium (for example touch,

physical manipulation, stretching and massage)

#### paramedics:

- senior ambulance service healthcare professionals called to an accident or a medical emergency
- competent in the use of high-tech equipment (for example defibrillators, spinal and traction splints and intravenous drips) as well as administering oxygen and drugs

#### · physiotherapists:

- supporting individuals with mobility issues
- o promoting independence
- prescribing equipment and resources

#### prosthetists:

- providing gait analysis and engineering solutions to patients with limb loss
- competent to design and provide prostheses that replicate the structural or functional characteristics of the patient's absent limb

#### orthotists:

- complete gait analysis and engineering solutions for patients with problems of the neuro, muscular and skeletal systems
- competent to design and provide orthoses that modify the structural or functional characteristics of the patient's neuro-muscular and skeletal systems
- · radiographers:

- using equipment to take scans of the body
- using relevant equipment and materials (for example ultrasonography machine, echocardiography machine, X-ray)
- speech and language therapists:
  - specialists in either communicating or swallowing techniques
  - prescribing thickeners and medication
  - o prescribing equipment and resources
  - assessing sensory deficits or strengths and support communication strategies that align with these
- K1.2 The diversity of emerging roles for senior healthcare therapy support workers who provide support across the allied health sectors or who undertake specific types of support work:
  - acupuncture:
    - acupuncture practitioners insert fine needles in certain sites in the body for therapeutic or preventative purpose
    - acupuncture is used to treat a wide range of health conditions (for example migraines, tension headaches, dental pain, joint pain, post-operative pain)
  - animal assisted therapy (AAT):
    - AAT is a guided interaction between a person and a trained animal
    - AAT is used as a therapeutic treatment for dementia, anxiety and schizophrenia
  - Alexander technique

- used by trained staff to show individuals how to improve their posture and movement
- believed to help decrease tension in the body and help to relieve problems (for example back pain, neck ache, sore shoulders and other musculoskeletal problems)
- reflexology:
  - a complementary therapy that applies gentle massage or pressure to the feet along meridian lines and designated points
  - modern reflexology is based on the principle that the foot has 'reflex' points that correspond to the various structures and organs throughout the body
- K1.3 The key characteristics of a range of settings when carrying out therapeutic techniques to support AHPs:
  - hospitals:
    - o benefits:
      - access to equipment and resources
    - o challenges:
      - issues with space and access for appointments
      - need for quick discharges
  - · community settings:
    - o benefits:
      - working in partnership with existing care provision
    - o challenges:
      - access to resources or space and risk
  - individual's homes:

- o benefits:
  - familiar environment for the individual
- o challenges:
  - lack of space or additional distractions
  - risk assessment would need to be undertaken
  - lack of availability of required resources
- specialist units:
  - o benefits:
    - access to equipment and resources
  - o challenges:
    - clinical environment
- secure settings (for example prisons, secure hospitals):
  - o benefits:
    - safe environment for staff
  - o challenges:
    - limited equipment due to safety protocols
- schools:
  - o benefits:
    - young people can often be more relaxed in the environment
  - o challenges:
    - access to space
    - additional safety checks
- K1.4 The need and importance of completing clinical risk assessments and management plans for activities when supporting the therapy team:

- identify potential risks:
  - o risk of harm to self or others
  - o potential environmental risks
- safeguarding:
  - o vulnerable adults
  - learning difficulties
  - o mental health issues
  - children and young people who may be emotionally, physically, sexually abused
  - o report and record environmental risks
  - o hazards in the home
- help reduce risk:
  - provision of equipment
  - provision of help (for example carers)
- promote best practice:
  - ongoing continuous personal development (CPD)
- promote a person-centred approach
- · record informed consent:
  - consent should be recorded at beginning of treatment and subsequently sought verbally and documented at each session
- record equipment and resources assessments:
  - checks in line with manufacturer's instructions
  - record equipment and resources maintenance in line with manufacturer's instructions
- · support local policy and procedures:

- ensure risk assessments and management plans are completed in line with local policy and procedures
- K1.5 The role of the therapy support worker in supplying information and advice as a delegated task to the individual during their intervention:
  - having honest discussions about treatment and associated goals
  - discussing what the individual would like to achieve from the treatment
  - helping the individual to understand their condition in more detail discussing any needs or areas for concern
- K1.6 The organisational structures which exist in therapy teams and the associated roles and responsibilities of each member of the wider team:
  - therapy organisational structure:
    - o operations manager
    - o team manager
    - clinical lead
    - o therapist
    - therapy workers
    - therapy support workers
  - roles and responsibilities of team members:
    - o operations manager:
      - overseeing of the service
      - service development
      - management of systems and process
      - decision making in regard to service provision
    - o team manager:

- overseeing the management of the team employees (for example annual leave and rotas)
- undertaking service led development and changes
- chairing meetings
- authorising care plans
- authorising costed service
- o clinical lead:
  - overseeing therapy specific work (for example clinical supervisions)
  - complex face to face interventions
  - chairing meetings
  - authorising lower level/lower cost services/equipment
  - attending management meetings
- therapist:
  - face to face interventions and assessments
  - provision of equipment and therapy support plans
  - clinical risk assessments
  - supporting students
- o therapy worker:
  - face to face interventions and assessments
  - provision of equipment and therapy support plans
  - clinical risk assessments
  - usually supported by a senior therapy worker
- o support worker:
  - delivery of therapeutic care

- therapeutic relationship
- advocate for service user
- risk assessment
- risk management
- record keeping
- o nurses:
  - medication monitoring
  - medication administration
  - physiological measurement
  - pressure care management
  - risk assessment
  - risk management
  - care coordination
  - record keeping
  - prescribing of equipment and resources
- o mental health nurse:
  - therapeutic relationship
  - advocate for service user
  - medication monitoring
  - medication administration
  - risk assessment
  - risk management
  - care coordination
  - record keeping
- psychiatrist:
  - diagnosis
  - medication prescribing
  - Mental Health Act assessments
- o social workers:

- assess care and support needs
- provide care packages
- provide information and advice
- monitor social situation
- signpost
- GP:
  - referral
  - signpost
  - education and advice
  - prescribing
- o psychologist:
  - psychological assessment
  - psychological formulation
  - therapeutic relationship
  - delivery of talking therapies
  - risk assessment
  - risk management
  - record keeping
- o psychological therapist:
  - therapeutic relationship
  - delivery of talking therapies
  - risk assessment
  - risk management
  - record keeping
- o pharmacist:
  - specialist knowledge of medications
  - dispensing medications
  - education and advice
- o specialist teams:
  - dietitian

occupational therapist

## K1.7 Understand the duties and limitations within the scope of their role when performing delegated tasks:

- duties:
  - o duty of care
  - safeguarding (for example safety of the individual, safety of self and safety of staff)
  - seek and action advice from healthcare professionals
- · scope of role and limitations:
  - must be trained to carry out the delegated task
  - must be experienced in carrying out the delegated task
  - must be permitted to perform the delegated task

## K1.8 The diverse range of therapeutic tasks and interventions a therapy support worker will routinely be expected to carry out:

- supporting individuals to follow exercise and treatment programmes:
  - hydrotherapy
  - mobility
- demonstrating the use of mobility aids (for example walking sticks and crutches):
  - o correct use of equipment
  - maintenance
  - o environmental limitations
- helping individuals to use aids and equipment including assistive technology (for example walking sticks, crutches, bed rails, bath step, hoist, communication aids):

- o correct use of AI (artificial intelligence)
- o use of environmental controls
- helping children with disabilities to take part in school and play activities:
  - o adapting the environment
  - use of equipment and resources offering support
  - o use of de-escalation strategies
- demonstrating how equipment can be used at home:
  - safe use of equipment
  - how the equipment can be adapted for home use
- demonstrating to individuals how to use feeding tubes:
  - hygiene
  - o safe disposal
- supporting people who have difficulties with producing/using speech:
  - o using communication aids
  - using picture cards
  - Makaton
- supporting individuals with difficulties or relapses in their mental health:
  - referrals to specialist teams
  - discussion around treatment options
- supporting individuals with first episodes of mental ill health:
  - referrals to specialist teams
  - o discussion around treatment options
- supporting engagement in therapeutic tasks or interventions.

- supporting people with cognitive or memory difficulties:
  - o visual prompts
  - o assistive technology
- K1.9 The standard approaches to identify, assess, manage, rehabilitate or maximise an individual's function in line with policies and procedures:
  - · identify:
    - initial holistic assessments
    - previous support offered (for example what worked well, what did not work well)
    - o areas for development
    - referrals
  - assess:
    - o baseline assessment
    - o observation exercises
    - additional observations (for example mobility, speech)
  - manage:
    - development and maintenance of care plan
    - ongoing discussion with individual about treatment
  - rehabilitate:
    - monitoring management of treatment
    - o monitoring effectiveness of treatment
    - o reviewing progress
    - adapting treatment

Therapy techniques and interventions				
Knowledge – What you need to teach  The student must understand:		Skills – What you need to teach  The student must be able to:		
K1.11	The importance of following standard approaches to particular interventions and the consequences of failing to follow standard approaches:  • minimises potential for error  • increases patient and staff safety  • improves experience  • higher success rate  • lower level of relapse  • consequences:	S1.29	colleagues/clients/customers  (GEC2)  Know the limits of one's own competence and when to seek guidance:  ask and respond to questions for clarification  encourage contributions from other participants  sum up key points of discussion  (GEC6)	
	<ul><li>harm to individual</li><li>legal action</li><li>loss of employment</li></ul>	S1.30	Follow standard approaches to manage, rehabilitate or maximise an individual's function, for example following departmental policies and procedures. At all	

loss of license to practise

times the student will:

## K1.12 The factors of different approaches available across therapy interventions and the associated theory:

- · medical approach:
  - targets disease and disability (for example cancer, heart disease)
  - uses screening, medication and medical procedures
  - medical profession take responsibility for treatment and care
- behavioural change approach:
  - to change individual's behaviour and attitudes to follow a healthier lifestyle (for example stop smoking, exercise, healthy eating, looking after their teeth)
  - health professionals take responsibility for encouraging individuals to adopt healthier lifestyles
- educational approach:
  - providing individuals with information, knowledge and resources to increase their understanding of health issues
  - support is also given to assist individuals to make changes and decisions about their health (for example referral to stop smoking services or dietitian)
  - professional responsibility to raise health issues with individuals for their best interest
- person-centred approach:
  - supports the individual to identify what they want to gain from the approach
  - encourages independence and autonomy

- · use appropriate technical terms
- listen actively and record information accurately and concisely
- request clarification where appropriate

(GEC4)

# S1.31 Use therapy techniques to enable individuals to meet optimum potential in relation to either or both physical and mental wellbeing, for example:

- support an elderly person to be as independent as possible
- work on exercises with a patient recovering from knee surgery
- support an individual suffering from voice loss with voice strengthening techniques
- provide a patient with advice on food choices from a hospital menu
- support an individual with social interactions (for example going to the shop, socialising)
- provide an individual with guidance on health eating and exercise
- support an individual to express their emotions using art equipment or musical instruments

### S1.32 Adapt therapeutic tasks, or interventions in relation to individual's specific needs:

- use play techniques when supporting children (for example sand play, water play, sensory play)
- change the environment and setting to suit the individual's needs (for example accessibility to the environment, light or temperature changes, noisy environments, additional distractions)

- individuals have a right to control their own health
- societal change approach:
  - puts health on the political agenda to improve health on a social and environmental level
  - public health campaigns to improve the nation's health (for example screening programmes, immunisation, breast and cancer awareness)
- K1.13 The requirement of therapy support to enable individuals to meet optimum potential during rehabilitation by:
  - · promoting independence
  - empowering the individual
  - developing skills to assist with recovery (for example physical, social, life)
  - monitoring their progress (for example care planning)
  - individuals managing their condition (for example being able to manage their diet to support recovery)
  - reviewing effectiveness of therapeutic treatment
- K1.14 When and why there may be a need to adapt techniques to meet the needs of individuals and promote participation:
  - adapting play techniques to support children:
    - o when:
      - individuals having problems with mobility
      - learning difficulties
      - hearing or sight problems
    - o why:

- change a session length (for example individuals who suffer from fatigue due to medication or illness)
- change a time of the session due to individual's circumstances (for example cultural or religious reasons)
- ensuring at all times the student will:
  - use appropriate technical terms
  - respond to questions/feedback from colleagues/clients/customers
  - use appropriate grammar and choice of words in oral speech

(GEC2, GEC4)

- S1.33 Recognise the impact different factors can have on the therapeutic task, clinical task or therapeutic intervention and adapt as appropriate providing the appropriate level of detail to reflect audience and purpose:
  - factors which can impact task or intervention:
    - o mental or physical capacity
    - health condition
    - learning disability
    - overall wellbeing
  - potential impacts:
    - o problems concentrating
    - problems retaining information
    - difficulties understanding information
    - o inability to physically complete a task
    - difficulties engaging with intervention
  - ways to adapt:
    - o altering the height of crutches
    - making the seat back of a wheelchair narrower for a child

- promote interaction
- promote independence
- promote learning
- changing the environment and setting to suit the individuals needs
  - o when:
    - wheelchair access (for example problems with wheelchair users accessing environment)
    - hearing difficulties (for example loud spaces which could affect individuals with hearing problems)
    - mental health issues (for example problems with open spaces)
  - o why:
    - promote engagement
    - promote interaction
- K1.15 When using particular therapeutic interventions there are precautions that need to be considered to ensure the safety of the individual:
  - using the correct equipment (for example correct hoist or walking aid)
  - maintenance of the equipment (for example checking equipment in line with local policy and manufacturers guidance)
  - accurate planning (for example making sure location of treatment has easy access for a wheelchair user)
  - risk assessment (for example identifying risks with equipment or environment)
  - lone working policy and procedures (for example following local lone worker policies and procedures)

- changing the screen colour for an individual with a sight impairment
- reducing steps and simplifying instructions of a task for a person with dementia

(GEC3)

- updating individuals care/therapy plan (for example updating care plan to show changes in mobility)
- evaluating the environment (for example making sure the environment is safe and easy to access)
- pre-existing conditions (for example any physical or mental conditions which could affect the therapeutic intervention)

## K1.16 How physical or mental conditions can impact on the use of a particular therapeutic intervention:

- change of session length (for example shortening the length of a session for an individual who has had a relapse in their mental health)
- consideration of pain management and fatigue (for example tailoring the intervention for an individual who is recovering from an illness or operation)
- frequency of intervention (for example changing from weekly interventions to fortnightly in line with changes to care plan following treatment)
- willingness to engage (for example lack of individual engagement in therapeutic activity following relapse in mental health)

## K1.17 Factors that would indicate the need to escalate concerns to the relevant supervisor:

- changes in the individual's physical or mental health
- issues or concerns with equipment or resources
- safeguarding concerns
- incorrect record keeping
- changes in risk

Using equipment and devices for therapeutic techniques and interventions				
Knowledge – What you need to teach  The student must understand:		Skills – What you need to teach  The student must be able to:		
	mobility aids:	<ul> <li>identify appropriate mobility aid</li> </ul>		
	o function of equipment:	<ul> <li>identify appropriate play equipment for children</li> </ul>		
	<ul> <li>designed to help people who have problems moving around enjoy greater freedom and independence</li> </ul>	<ul> <li>identify appropriate assistive technology</li> <li>identify correct hoist or raiser</li> </ul>		
	<ul> <li>range of equipment:         <ul> <li>sticks</li> <li>crutches</li> <li>walkers</li> <li>wheelchairs</li> </ul> </li> <li>orthotic equipment:         <ul> <li>function of equipment</li> <li>used to treat various conditions of the foot and ankle</li> </ul> </li> </ul>	S1.35 Use appropriate equipment, kit and devices for therapeutic tasks, or interventions in a safe and effective manner ensuring:  • manufacturer's guidelines are followed  • equipment is up to date with maintenance checks required and has an up-to-date service sticker on it  • that equipment has been appropriately cleaned to infection control guidelines  • equipment is appropriate for service user		
	<ul> <li>range of equipment:</li> <li>braces</li> <li>insoles</li> <li>ankle-foot orthoses (AFOS) are devices that cover the ankle, foot, and the leg below the knee</li> <li>knee-ankle-foot orthoses (KAFOS) are similar to AFOS but also cover the knee joint</li> </ul>	S1.36 Provide appropriate equipment to individuals to support therapy tasks and fit this equipment to meet individual's needs:  • adapting crutches or walking sticks to an individual's height  • securing cushioned bumpers over bed rails (for example to prevent gaps or hard surfaces)  • applying coloured tape on the edge of a		
	<ul><li>raisers/hoists:</li><li>function of equipment:</li></ul>	white bath step (for example to support for someone who has visual difficulties)		

• adding words or phrases to a

communication aid (for example particular

#### Using equipment and devices for therapeutic techniques and interventions

- helps the individual get out of bed or chairs more easily
- helps transfer the individual
- o range of equipment:
  - chair raisers
  - bed raisers
  - overhead hoists
  - ceiling hoists
  - mobile hoists
- · toileting equipment:
  - o function of equipment:
    - help maintain dignity and independence in the home
  - o range of equipment:
    - bariatric commodes
    - bottom wipers
    - commode chairs
    - commode cushions
    - commode pans
    - commodes
- hand therapy equipment:
  - function of equipment:
    - recovery from injury of the hand or wrist
    - recovery from hand surgical operations
  - o range of equipment:
    - splints
    - supports
    - weights
  - exercise equipment (for example balls, bars, grasps)

words, phrases or dialect specific to the individual)

- S1.37 Demonstrate how to use specific equipment safely and effectively to meet an individual's needs ensuring they ask questions to test understanding:
  - bath seat:
    - o how to charge equipment
    - how to safely transfer onto it
  - hoist:
    - o how to adapt settings
    - o how to fit a sling appropriately
  - communication aid:
    - o how to speak to the aid
    - o how to add words and phrases
  - wheeled Zimmer frame:
    - how to hold the equipment
    - how to position the equipment
    - how to check the environment is safe for use (for example no steps or obstacles)
  - bed rail bumpers:
    - how they can be raised and lowered

(GEC1)

- S1.38 Identify when equipment or its use is unsafe or not suitable for individuals need:
  - identify visible wear and tear to equipment which could make it unsafe for use (for example frayed straps on a hoist, worn hinges on bed rail)
  - identify visible damage to equipment (for example loose wheels on a Zimmer frame, worn handgrips on a walking stick)

#### Using equipment and devices for therapeutic techniques and interventions

- art or music equipment:
  - o function of equipment:
    - to promote creativity and recovery with mental and physical conditions
  - range of equipment:
    - musical instruments (for example guitar, percussion, ukuleles)
    - chalk
    - charcoal
    - collage items
    - crayons
    - drawing items
    - eraser
    - journal
    - loose paper
  - play equipment:
    - o function of equipment:
      - helps children interact and deal with emotional distress and trauma
    - range of equipment:
      - sandpits
      - toys
      - books
      - dress up clothing
      - games
  - · assistive technology:
    - o function of equipment:
      - the use of technology to support the individual mentally or physically
    - range of equipment:
      - hearing aids

- complete checks to clinical equipment following relevant standard operating procedures
- identify issues concerning the calibration of instruments
- identify the risks and issues associated with the use of digital devices and technology
- identify changes in individual's needs (for example reduced movement, increased mobility)

prosthetic devices, and orthotic device.

### K1.19 How to use equipment, kit and devices safely and effectively:

- follow manufacturer's usage instructions
- ensure training is up to date
- complete visual safety checks (for example wear and tear)
- complete checks to clinical equipment following relevant standard operating procedures
- identify issues concerning the calibration of instruments
- identify the risks and issues associated with the use of digital devices and technology
- follow correct procedures to confirm the accuracy, precision and operational effectiveness of equipment
- identify any equipment that does not meet calibration standards and take action to prevent accidental use
- ensure equipment, kit and devices are checked by registered professionals
- complete daily checking requirements
- complete monthly checking requirements
- complete relevant documentation before, during or after use

### K1.20 How equipment can be adapted to meet individual's needs:

- adapting crutches or walking sticks to an individual's height
- securing cushioned bumpers over bed rails (for example to prevent gaps or hard surfaces)

- applying coloured tape on the edge of a white bath step (for example to support for someone who has visual difficulties)
- adding words or phrases to a communication aid (for example particular words, phrases or dialect specific to the individual)

## K1.21 The range of equipment available and factors that would dictate its suitability to use:

- stand aid hoists:
  - o when to use the equipment:
    - supporting capable individuals in general transfers and toileting
  - o when to avoid using the equipment:
    - when supporting individuals who may be unable to follow instructions to safely use this type of equipment due to physical or cognitive impairment
- hoist:
  - o when to use the equipment:
    - when client is non weight bearing
  - o when to avoid using the equipment:
    - when client can weight bear
    - weight limits could affect usage on larger patients
- · wheeled mobility aids:
  - o when to use the equipment:
    - supporting individuals with mobility and transportation
  - o when to avoid using the equipment:
    - limitations in the area to be used
    - individuals with involuntary movements or severe extensor tone

- · bed rails:
  - o when to use the equipment:
    - supporting individuals to safely remain in bed
  - o when to avoid using the equipment:
    - concerns over patient's safety
- bath seats:
  - o when to use the equipment:
    - supporting individuals with personal hygiene
  - o when to avoid using the equipment:
    - when patient is unable to safely use equipment.
- K1.22 Who to approach to gain authorisation for use of specialist equipment in line with local policies and procedures when completing delegated tasks:
  - lead therapist
  - line manager
  - team leader
  - supervisor
  - senior members
- K1.23 The limitations, benefits and associated risks linked with specific equipment used in a therapy setting:
  - full hoist:
    - o limitations:
      - individuals are no longer able to stand and this limits their abilities
      - large pieces of equipment that take up a lot of space in someone's home
    - o benefits:

- allow individuals who are immobile to be able to get out of bed, access the community and other areas of their homes
- o risks:
  - fatal errors
  - misuse of equipment with potential injury
  - equipment not maintained
- wheeled mobility aids:
  - o limitations:
    - size of the equipment relevant to the environment
    - weight of the client
    - need to be used on flat surfaces
  - o benefits:
    - maximise independence
    - reduced risk of falls when used correctly
  - o risks:
    - risk of falls if not used appropriately
- · assistive technology:
  - o limitations:
    - individuals may feel monitored especially if using GPS tracker devices
    - individuals have to pay for this service depending on the financial benefits they receive
  - benefits:
    - reminders can be set for medication
    - telecare can attend and help individuals without needing to involve paramedics

- reduced hospital admissions
- o risks:
  - can be relied upon too much
  - individuals may overuse this and press alarms when not appropriate
- communication aids:
  - o limitations:
    - require careful assessment for individual use
    - can be targeted at the wrong level
    - need to be reassessed and reviewed regularly
  - o benefits:
    - allows service users to be supported to engage in communication
    - can be used across a number of settings
    - can support engagement in other interventions or assessments so that needs can be well assessed
  - o risks:
    - targeted at inappropriate level or perceived as patronising can impact on engagement and therapeutic relationship
    - potential of replacing personal interaction.

Health and safety in the therapy environment		
Knowledge – What you need to teach	Skills – What you need to teach	
The student must understand:	The student must be able to:	

#### Health and safety in the therapy environment

## K1.24 How to assist with the completion of a risk assessment and their relevance to the associated therapeutic task and setting:

- how to assist:
  - provide accurate patient information
  - complete delegated tasks (for example update care plans)
  - o be aware of limitations of role
- relevance to the task:
  - identify hazards (for example anything that may cause harm)
  - o decide who may be harmed, and how
  - assess the risks and take appropriate action
  - make a record of the findings
  - review the risk assessment

## K1.25 The purpose of national guidelines and the potential implications if these are not followed:

- purpose of national guidelines:
  - maintain good and safe professional practice
  - o sets out legal requirements
  - o documented guiding principles
- potential implications:
  - criminal charges could be brought against the therapist/assistant/care home/trust
  - o disciplinary action
  - loss of job for misconduct
  - bad practice could result in patient suffering or even death
  - o trust could be sued

## S1.39 Assist with the completion of risk assessments which are relevant to therapeutic task and setting ensuring they:

- identify the hazards
- decide who might be harmed and how
- evaluate the risks and decide on precautions
- record findings and implement them
- review assessments and update if necessary
- use appropriate grammar and choice of vocabulary and correct spelling and punctuation

(GEC1)

### S1.40 Adhere to all required national guidelines for the particular area of therapy support:

- code of conduct specific to the particular area of therapy support (for example occupational therapy, physiotherapy, dietitian)
- NICE guidelines
- RCOT Practice Guidelines (Royal College of Occupational Therapists)

## Performance outcome 2: Assist with the therapy support process and provide advice to help individuals develop and improve their health and/or develop or maintain skills for daily living

The therapy support process		
Knowledge – What you need to teach	Skills – What you need to teach	
The student must understand:  K2.1 The stages in the therapy support process:  • assessment:	The student must be able to:  S2.15 Encourage individuals, carers and families to be involved in the care plan for individuals undergoing therapy support:	
<ul> <li>beginning of the support process</li> <li>initial assessment</li> <li>ascertain the individual's difficulties and goals</li> </ul>	<ul> <li>encourage carers and families to join in with group exercise sessions</li> <li>involve carers and families in group discussion with individual's consent</li> </ul>	
<ul> <li>establish a baseline for intervention through person-centred individualised care planning</li> <li>advice:</li> <li>provide standardised advice set out by the service (for example leaflets, advice on exercises or signposting to</li> </ul>	<ul> <li>offer encouragement and support when completing exercises</li> <li>help to monitor individuals progress and willingness to undertake task outside of designated therapy session</li> <li>use appropriate grammar and choice of words in oral speech</li> </ul>	
other agencies)  o unbiased  o service specific  e evidence base	S2.16 Encourage individuals to be independent and self-reliant, promoting self-management and skills for everyday life ensuring they:	
<ul> <li>intervention/therapy sessions:</li> <li>developed for the individuals needs</li> <li>possible home practice:</li> <li>home exercises</li> <li>kitchen/cooking practice</li> </ul>	<ul> <li>offer clear guidelines of requirement of the therapeutic task or intervention (for example using help sheets, videos, instruction)</li> <li>speak clearly and confidently using</li> </ul>	
<ul> <li>specific to the goal setting</li> <li>specific to the therapy plan</li> <li>promote independence</li> <li>progress review:</li> </ul>	appropriate tone and register that reflects audience and purpose  positive feedback  non-judgmental attitude  discuss achievable goals	

- o review at each stage
- checks goals are achievable (for example specific, measurable, achievable, realistic, and timely (SMART))
- assess whether more or fewer sessions may be appropriate
- assess if an adaptation to the goal/outcome would be appropriate
- · outcome measurement:
  - o supports review of goals and progress
- · discharge or referral:
  - once the individual has achieved their goal
  - advice to maintain their abilities
  - o areas of progression

### K2.2 The use and importance of care plans in the therapy support process:

- use:
  - record any changes
  - development of goals
  - monitors progress
  - identifies barriers
- importance:
  - log of patient history
  - document risks
  - standardisation of care
  - person-centred
  - legal requirement
  - o accountability

## K2.3 The links between social integration and recovery as part of the therapy support

· agree on achievable goals

(GEC2)

## S2.17 Promote the development of skills for everyday life using appropriate tone and register that reflects audience and purpose:

- supporting individuals to access or return to employment after an injury or illness.
- supporting individuals to return to their home following a lengthy treatment
- supporting individuals with social interaction
- supporting individuals to return to hobbies following an illness or injury (for example fishing, playing a musical instrument, playing a sport, sewing)

(GEC2)

# S2.18 Support or facilitate individual and/or group sessions to promote independence, social integration and recovery ensuring that at all times they organise ideas and information logically:

- recovery groups (for example arts and crafts, mindfulness sessions, music or drama groups)
- relaxation sessions (for example mindfulness, yoga)
- group therapy discussion
- · cooking classes
- socialising with friends (for example shopping, going to the pub or a cafe)

(GEC2)

S2.19 Demonstrate a knowledge of group dynamics and effective use of oneself and interpret and respond to non-verbal cues while working:

### process and ways to enable the individual to achieve social goals through:

- promotion of health and wellbeing:
  - physical exercise, promoting routine and downtime to reduce stress
  - advice on alcohol intake and healthy eating
  - supporting with coping strategies for anxieties
- · signposting to social activities:
  - o exercise groups
  - o community groups
  - o volunteering
  - hobbies and leisure activities
- · socialising with friends
- specific activities that are meaningful to the individual (for example going to the pub, shopping)
- recovery groups (for example arts and crafts, mindfulness sessions, music or drama groups)

### K2.4 The benefits for the individual of encouraging:

- self-management:
  - coping strategies (for example breathing technique)
  - good sleep hygiene
  - making time for leisure activities and socialising
  - o limiting alcohol intake
  - healthy eating
- resilience:
  - having realistic expectations

- understanding diversity of individuals in a group (for example age, gender, beliefs)
- working together as a group towards a shared goal (for example improving general fitness)
- understanding potential conflicts (for example differences in opinion, needs or ability)
- understanding individuals body language and willingness to participate

## S2.20 Encourage individuals to engage in the community and access activities in line with their treatment goals:

- encourage participation in sporting activities or community group
- encourage active participation in group discussions
- encourage discussion with family and friends
- encourage developing or learning new skills (for example singing in a group, learning how to draw)
- encourage autonomy in accessing activities

- o effective planning
- o flexibility
- o having strong relationships
- using coping strategies (for example breathing technique)
- personal development:
  - o learning from experiences
  - o reflection
  - realistic goal setting

## K2.5 The different techniques used to avoid relapses during the therapy support process:

- · realistic goal planning
- · develop individual coping strategies
- · managing health needs
- medication management

### K2.6 Ways in which patients can be supported with skills for everyday living:

- involvement in therapy practice:
  - o kitchen and cooking practice
  - washing and dressing practice
  - o travel training
  - o stairs/mobility practice
  - practice with communication aids
- making use of equipment/resources:
  - o mobility aid for walking
  - o communication aid
  - o toileting equipment
- encouraging participation in daily skills groups
- providing advice and tailored exercise plan

- K2.7 The benefits of encouraging individuals to engage in the community and access activities in line with their treatment goals and offering advice and sign posting:
  - carers and families to join in with group exercise sessions
  - encourage participation in sporting activities or community groups
  - provide advice and information about local activities that may be adapted for their needs (for example wheelchair basketball or sensory shopping mornings for people with autism)
  - encourage participation in support groups
  - promotion of coping strategies
  - promoting volunteering
  - signposting to local activities and resources

Providing advice as part of the therapy support process			
Know	ledge – What you need to teach	Skills – What you need to teach	
The st	udent must understand:	The student must be able to:	
K2.8	The importance of providing appropriate advice in line with care plans and their role in supplying this advice:	S2.21 Provide appropriate advice and support and make relevant and constructive contributions to move discussion forward	
	<ul> <li>increases collaboration in care planning</li> <li>increases the chances of a positive</li> </ul>	in line with care plans and in consultation with the therapy team and registered professionals:	
	<ul> <li>outcome</li> <li>honest discussions about treatment, goals and concern.</li> </ul>	<ul> <li>advice on an appropriate exercise programme</li> <li>advice on meal or dietary choices</li> </ul>	

#### Providing advice as part of the therapy support process

## K2.9 The different types of advice that may be provided as part of the therapy support process:

- advising on food choices when working as a dietitian assistant
- advising on strategies to help with voice loss when working as a speech and language assistant
- advising on exercise techniques to maximise mobility when working as a physiotherapy assistant
- advising on use of minor aids (for example bath lift) to support with personal care needs as an occupational therapy assistant
- advise on thickened fluids or softer diets when working as a speech and language therapy assistant

- signposting to advice about substance misuse (for example alcohol, smoking, drugs)
- supporting an individual with housing or benefit claims
- advice on additional services that could benefit an individual's overall health and wellbeing (for example group activities, creative activities)

(GEC6)

Measuring progress as part of the therapy support proce	SS
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#### Knowledge - What you need to teach

The student must understand:

### K2.10 The purpose of baseline measurements at the start of intervention:

- helps measure the effectiveness of treatment
- provides a starting point for treatment and goal setting
- · supports development of treatment plans
- · supports the development of goals

### K2.11 Anticipated outcomes following a specific intervention:

#### Skills - What you need to teach

The student must be able to:

## S2.22 Measure and record the progress individuals make against defined outcomes:

- Australian Outcome Measures for Occupational Therapists (AusTOMs):
  - used to demonstrate change over time in the individuals progress
- Canadian Occupational Performance Measure (COPM):
  - o evidence-based outcome measure
  - o person centred

#### Measuring progress as part of the therapy support process

- improving mobility following an operation (for example walking or movement)
- improving independence following a disability (for example washing or toileting skills)
- management of a condition (for example fatigue or pain levels)

### K2.12 The purpose of the different defined outcome measures in their role.

- Australian Outcome Measures for Occupational Therapists (AusTOMs):
  - used to demonstrate change over time in the individuals progress
- Canadian Occupational Performance Measure (COPM):
  - evidence-based outcome measure
  - o person centred
  - focus on individuals setting and evaluating goals
- Therapy Outcome Measure (TOM):
  - o cross-disciplinary outcome measure
  - evaluate abilities and difficulties of the individual
- Assessment of Motor and Process Skills (AMPS):
  - analyse the quality of the individual's performance
  - analyse the quality of the engagement in activities
- Barthel index:
  - assesses a patient's ability to perform ADLs
- K2.13 The different ways to monitor and report progress of the individual and evaluate the effectiveness of the intervention:

- focus on individuals setting and evaluating goals
- Therapy Outcome Measure (TOM):
  - o cross-disciplinary outcome measure
  - evaluate abilities and difficulties of the individual
- Assessment of Motor and Process Skills (AMPS):
  - analyse the quality of the individual's performance
  - analyse the quality of the engagement in activities
- Barthel index:
  - assesses a patient's ability to perform activities of daily living (ADLs)
- S2.23 Analyse and evaluate the effectiveness of therapy support provided to individuals, with the individual with carers and family and with the therapy team and registered professionals ensuring they:
  - listen actively and record information accurately and concisely
  - select different sources to gather information for a particular purpose
  - listen actively to contributions of others

(GEC4, GEC5, GEC6)

#### Measuring progress as part of the therapy support process

- formal discussion with the individual using an outcome measure
- informal discussion with the individual around their feelings and understandings of their progress
- · activity analysis
- reflection
- K2.14 The different factors which influence the decision of when to refer and/or discharge patients:
  - · attendance at reviews
  - · reviewing outcome measures
  - · goal achievement
  - change in individual's needs
  - · change in individual's medication
  - change in individual's mobility
  - reaching potential
  - unable to meet the therapy outcomes

## Performance outcome 3: Prepare and maintain the therapeutic environment, equipment and resources for use

Thera	Therapeutic environment		
Knowledge – What you need to teach		Skills – What you need to teach	
The st <b>K3.1</b>	How to assess an environment to ensure it is suitable for the undertaking of therapeutic tasks:  • consideration of the space required for an exercise intervention	The stu	Assess whether an environment is suitable for the undertaking of a specific therapy support task or intervention, considering a range of factors:  • consideration of the space required for an exercise intervention

#### Therapeutic environment

- if the environment provides for any privacy requirements
- access to and suitability of equipment within the environment
- K3.2 How to prepare the environment for use and monitor and maintain to ensure it is suitable for undertaking of therapy support including:
  - cleaning the environment
  - setting up equipment
  - temperature of the environment
  - maintenance of equipment
  - · health and safety of the environment

- if the environment provides for any privacy requirements
- access to and suitability of equipment within the environment
- S3.11 Monitor and maintain the environment to ensure it is suitable for the undertaking of therapy support task or intervention including facilitating any cleaning requirements in line with local policies and procedures or setting up of specialist equipment (for example mobility aids, communication aids, toileting equipment, hoist, wheeled mobility aids, bed rails, bath seats):
  - · cleaning the environment
  - setting up equipment
  - · temperature of the environment
  - maintenance of equipment
  - health and safety of the environment

Manag	Management of equipment, kit and devices		
Know	ledge – What you need to teach	Skills – What you need to teach	
The st	udent must understand:	The student must be able to:	
K3.3	How to maintain and monitor equipment, kit and devices to ensure they are always suitable for use:	S3.12 Monitor and maintain equipment, kit and devices relevant to the role (for example mobility aids, communication aids, toileting	
	<ul> <li>use in line with the manufacturer's guidelines</li> <li>maintenance in line with the manufacturer's guidelines</li> <li>cleaning</li> <li>appropriate storage</li> </ul>	equipment, hoist, wheeled mobility aids, bed rails, bath seats) and where applicable, understand issues concerning the calibration of instruments ensuring they:  • use in line with the manufacturer's guidelines	

#### Management of equipment, kit and devices

- · regular testing
- communication with community equipment stores
- K3.4 The impacts of not maintaining adequate stock of equipment and resources in line with local policies and procedures:
  - · therapy sessions being delayed
  - · risk of wrong equipment being used
  - · health and safety compromised
- K3.5 Why equipment must be checked for faults and the associated fault reports completed:
  - to ensure equipment is working effectively
  - to ensure everything is available and located correctly
  - to avoid harm to self or service user
  - · to ensure faulty equipment is not reused
  - to ensure all faults are reported in line with local policies and procedures
- K3.6 How to escalate that equipment is required in line with local policies and procedures and who to inform if it does not meet the need:
  - updating assessment and recording clinical reasoning
  - informing supervisor who may wish to order required equipment
  - reporting any stock concerns to the relevant person, in line with organisational policies and procedures
  - recording any stock concerns according to organisational procedures
- K3.7 How to escalate that equipment is not required or does not meet need of the individual:

- maintenance in line with the manufacturer's guidelines
- cleaning
- · appropriate storage
- · regular testing
- communication with community equipment stores
- · service checks
- · regular testing of equipment
- · ensuring equipment is fully charged
- up to date inventory
- regular cleaning

(GMC1)

- S3.13 Carry out safety checks on equipment (for example mobility aids, communication aids, toileting equipment, hoist, wheeled mobility aids, bed rails, bath seats) using appropriate technical terms and understand issues concerning the calibration of instruments
  - follow manufacturer's usage instructions
  - ensure training is up to date
  - visual safety checks (for example wear and tear)
  - complete checks to clinical equipment following relevant standard operating procedures
  - identify issues concerning the calibration of instruments
  - follow correct procedures to confirm the accuracy, precision and operational effectiveness of equipment
  - identify any equipment that does not meet calibration standards and take action to prevent accidental use

#### Management of equipment, kit and devices

- updating assessment and recording clinical reasoning
- informing supervisor who may wish to remove equipment
- reporting concerns to the relevant person, in line with organisational policies and procedures
- recording concerns according to organisational procedures
- K3.8 The importance of management of equipment, kit and devices in line with local policies and procedures. This understanding must include potential implications of incorrect usage:
  - cleaning and storing of equipment (for example equipment failure or malfunction)
  - maintenance and safety checks on equipment (for example equipment faults)
- K3.9 The local policy and procedures for ordering and accessing equipment and resources:
  - documentation required
  - who can order equipment
  - · who can access and use equipment

- · checked by registered professional
- · daily checking requirements
- · monthly checking requirements
- relevant equipment documentation to be completed before, during or after use

(GEC4, GMC1)

- S3.14 Ensure adequate stocks of equipment and resources are available to allow therapy support to be provided and where applicable provide supporting documentation in different formats:
  - marking off equipment which has been checked out
  - · completing regular inventories
  - taking individual responsibility for reporting and re-ordering when stocks get low
  - communicating orders with other members of the team to ensure duplicates do not happen

(GEC2)

- S3.15 Report faults with equipment appropriately, including escalating any concerns with the relevant supervisor:
  - completing relevant digital or physical fault reporting documentation
  - · escalating concerns to supervisor
  - escalating concerns to carers if equipment is used outside of a therapeutic environment (for example in the home, community setting)
  - escalating concerns to the manufacturer:
    - recording concerns on individual case records
    - using appropriate technical terms and use of correct grammar, spelling and punctuation and communicate a fit-for-

Management of equipment, kit and devices	
	purpose solution in an appropriate format
	(GEC3, GEC4)

#### **Section 5: Glossary**

#### Allied health professionals

The allied health professions (AHPs) comprise of 14 distinct occupations including: art therapists, dietitians, drama therapists, music therapists, occupational therapists, operating department practitioners, orthoptists, osteopaths, paramedics, physiotherapists, podiatrists, prosthetists and orthotists, diagnostic and therapeutic radiographers, and speech and language therapists

#### Assessment mode

The assessment mode is how an assessment is made available and/or administered to students. For example, a written examination can be administered to students via an on-screen platform or via a traditional paper-based document

#### Continuity of care

A continuous relationship with a care provider or small group of care providers. Specifically, in maternity: care provided by practitioners for a woman and her newborn infant, partner and family throughout the continuum of her maternity journey

#### **Duty of candour**

Legal obligation to be open and honest with individuals and/or their families about incidents as promptly as possible

#### **Duty of care**

A legal obligation to always act in the best interest of individuals and others. Not act or fail to act in a way that results in harm. Act within your competence and not take on anything you do not believe you can safely do

#### **Family**

The people identified by individuals who are significant and important to them

#### Family-centred care

A collaborative approach to decision-making involving the family and one or more healthcare professionals or agencies

#### Holistic care

Treating individuals as a whole; in healthcare addressing the physical, intellectual, emotional, psychological, social and spiritual needs as interdependent

#### Individual

A person who may require care, assessment, investigation, support or treatment

#### Integrated service

Various health services collaborating as a multidisciplinary team, enabling them to offer responsive, easily accessible services that meet the population's health needs

#### Interagency working

The collaboration of several separate healthcare agencies

#### Midwifery team

Practitioners providing care for a woman and her newborn infant, partner and family throughout the continuum of her maternity journey

#### Multi-agency

The collaboration of several separate healthcare agencies

#### Multidisciplinary teams (MDT)

A group of professionals from one or more clinical disciplines collaborating to undertake the appropriate medical treatment for an individual

#### **Partner**

The person considered by an individual to be their life partner. In maternity this may include the biological father and other or same-sex partners

#### **Patient**

A person receiving care, support or treatment

#### Person-centred care

Focussing care on the needs, values and preferences of the individual and ensuring any clinical decisions are guided by these needs, values and preferences.

#### **Practitioner**

An appropriately qualified person in the practice of an occupation, for example a maternity support worker or a midwife. They may be registered or unregistered

#### **Provider**

The centre delivering the technical qualification.

#### **Proxy consent**

The process that authorises a person to make decisions on behalf of a child, young person, or vulnerable adult who are unable to consent to a medical intervention due to their age or lack of intellectual maturity

#### Scope of practice

Sets out the limits of responsibility and ensures individuals do not undertake work outside of training or competence

#### Scope of role

Range of activities, duties, or responsibilities that an employee is reasonably expected to carry out or fulfil within the remit of his or her job or position

#### Series

Assessments which must be attempted in the same assessment window, both paper A and paper B of the core examination.

#### Service user

A person receiving or using healthcare services

#### Student

The person studying the technical qualification ('The student must...')

#### Therapeutic community

A participative, group-based approach to long-term mental illness, personality disorders and drug addiction. The approach is usually residential, with the clients and therapists living together, but increasingly residential units have been superseded by day units

#### **Tutor**

The individual delivering the technical qualification

#### Woman

The person who is undergoing the childbearing process in relation to conceiving, being pregnant and giving birth. This may include a person whose sense of personal identity and gender does not correspond with their birth sex (for example sex assigned or registered at birth)

#### Woman-centred care

Care centred on an individual's needs, involving them in the decisions about their healthcare, care and support. Co-ordinating care as a collaborative process between the woman and those caring for her. This may include a person whose sense of personal identity and gender does not correspond with their birth sex (for example sex assigned or registered at birth)

#### **Section 6: Additional information**

#### **Annual monitoring visits**

Our quality assurance team will monitor all approved TQ providers on an ongoing basis. All providers delivering the TQ will be quality assured at least once a year to ensure that they are delivering in line with required standards. Annual monitoring reviews will be carried out either face-to-face or remotely by quality assurers appointed, trained and monitored by us. Providers will be allocated a quality assurer upon approval. Our quality assurers will complete a report following each annual review to record and share their findings.

There are additional requirements for the approval of the Dental Nursing occupational specialism. Additional checks will also be completed during the annual monitoring review. Further information regarding the requirements for approval, and subsequent quality assurance activities, can be found in the provider guidance for approval and annual monitoring review (AMR) document.

#### **Guided learning hours (GLH)**

Guided learning is the activity of a student being taught or instructed by - or otherwise participating in education or training under the immediate guidance or supervision of - a lecturer, supervisor, tutor or other appropriate provider of education or training.

For these purposes, the activity of participating in education or training shall be treated as including the activity of being assessed, if the assessment takes place under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training.

#### **Total qualification time (TQT)**

Total qualification time (TQT) is an estimate of the minimum number of hours that an average student would require in order to complete a qualification.

TQT comprises:

- · the GLH for the qualification
- an estimate of the number of hours a student will likely spend in preparation, study or any other form of
  participation in education or training, including assessment, which takes place as directed by but not under
  the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of
  education or training

#### **Essential skills**

While completing this qualification, students may develop the knowledge, understanding and essential skills employers look for in employees. These range from familiar 'key skills', such as team working, independent learning and problem solving, to more tricky-to-measure skills, such as:

- appropriate workplace behaviour and dress
- · appropriate interpersonal skills
- communicating with professional colleagues/peers and/or hierarchical seniors
- · supporting other aspiring employees
- personal manners
- understanding work practices and how different roles and departments function within an organisation

#### Recognition of prior learning (RPL)

Recognition of prior learning (RPL) may be applied to the core component only.

Providers may, at their discretion, recognise prior learning if they are satisfied that the evidence provided meets the qualification's requirements.

For more information, please refer to the Recognition of Prior Learning (RPL) Credit Accumulation and Transfer (CAT) Policy on the policies and documents page on the NCFE website.

#### **Qualification dates**

We review qualifications regularly, working with sector representatives, vocational experts and stakeholders to make any changes necessary to meet sector needs and to reflect recent developments.

If a decision is made to withdraw a qualification, we will set an operational end date and provide reasonable notice to our providers. We will also take all reasonable steps to protect students' interests.

An operational end date will only show on the regulator's qualification database and on our website if a decision has been made to withdraw a qualification. After this date, we can no longer accept student registrations.

This qualification has external assessments, which can only be taken up to the last assessment date set by us. No external assessments must be permitted after this date, so students must be entered in sufficient time. Please visit the NCFE website for more information.

#### Staffing requirements

Providers delivering any of our qualifications must:

- have a sufficient number of appropriately qualified/experienced tutors to deliver the technical qualification to the volume of students they intend to register
- ensure that all staff involved in delivery are provided with appropriate training and undertake meaningful and relevant continuing professional development (CPD)
- implement effective processes to ensure all delivery is sufficient and current this should include standardisation to ensure consistency of delivery
- provide all staff involved in the delivery process with sufficient time and resources to carry out their roles
  effectively

#### Core staffing requirements

Staff involved in the delivery of the core component must be able to demonstrate that they have (or are working towards) the relevant occupational knowledge and/or occupational competence in health, at the same level or higher as the qualification being delivered. This may be gained through experience and/or qualifications.

#### Occupational specialism staffing requirements

Staff involved in the delivery of the occupational specialism content must be able to demonstrate that they have (or are working towards) the relevant occupational knowledge and/or occupational competence in the relevant occupational specialism area, at the same level or higher as the qualification being delivered. This may be gained through experience and/or qualifications.

#### Occupational specialism staffing requirements for Dental Nursing

Additional roles and responsibilities are required for the Dental Nursing occupational specialism, as follows:

Role	Primary responsibility	Registered with the GDC
Tutor	Responsible for the delivery of the qualification content in line with the qualification requirements.	Υ
Internal provider assessor	Responsible for assessing the students against the internally marked assessment requirements for both the e-journal and the OSCE. The tutor may fulfil this role for these assessments as part of the occupational specialism assessments for Dental Nursing. More detail is provided in the tutor guidance	Y
External NCFE assessor	Responsible for the assessment of the structured observation which is one of the occupational specialism assessments for Dental Nursing and is completed during the students' industry placement	Υ
Internal quality assurer	Responsible for the providers internal quality assurance processes and to oversee the quality of assessments and assessment practices.	Υ
Industry placement mentor/supervisor	Responsible for providing direct supervision of the student when in industry placement.  This supervision may be delegated to other GDC registrants; however, the named registrant will continue to be accountable overall for the student during the industry placement.  The GDC registrant undertaking the supervision/mentorship of the student must be adequately indemnified to do so.	Y
Employer	Responsible for:     providing an occupationally competent and knowledgeable workplace mentor/supervisor who is accountable for the student     providing a clinical environment/workplace that is safe and appropriate     ensuring that the student has exposure to the necessary breadth of patients/procedures	Y

#### Resource requirements

Providers must ensure that the student has access to the necessary materials, resources and workspaces for delivery and assessment of mandatory knowledge and skills. The following lists are not exhaustive. Please refer to the qualification content for a more detailed indication of the required resources.

#### General:

- computer
- internet
- · audio/visual recording equipment

#### **Core component:**

- · documents/patient information in braille
- hearing loops
- · reader pens
- · digital recorders

#### Occupational specialism - Dental Nursing:

Providers must have somewhere that they can demonstrate the setup of a dental surgery, where dental materials and equipment, covering all procedures mentioned within the skills element of the occupational specialism, are available to students. Please note that providers do not have to recreate an actual working dental surgery.

Providers may wish to engage with local providers to see and understand the wide range of dental surgery types and equipment.

#### Resources should include:

- somewhere providers can demonstrate the setup of a dental surgery, including storage areas, decontamination area, areas to process manual and digital radiographs
- materials and equipment to cover all procedures covered within the skills element of the occupational specialism
- resources to support disinfection, decontamination and infection control procedures, including how to dispose
  of clinical and domestic waste
- resources to assess and manage medical emergencies actual medical drugs are not required; simulation of the drugs is permitted for example, simulation by picture
- resources to support oral health promotion, information on health risks, basic dietary advice; for example, toothbrushes, inter dental cleaning aids, leaflets
- personal protective equipment (PPE) goggles, masks, apron, gloves
- audio equipment to play an audio file to students (required for the case study assessment)
- simulated patients
- anatomical models, such as teeth and skulls, would also be useful to support delivery

#### Occupational specialism – Supporting Healthcare core:

- · copy of local authority safeguarding procedure
- ID card
- · example code of conduct
- · general cleaning equipment and products
- walking stick
- walking frame
- slip sheet
- personal protective equipment (PPE):
  - o gloves
  - o apron
  - o surgical mask
  - o visor/eye goggles or eye protection
- gauntlets
- · spillages kit
- · handwashing equipment
- clinical waste kit
- cleaning schedules templates
- sling
- slide sheets
- banana board
- wheelchair
- hoist
- · workplace risk assessment materials/template
- fluid chart
- food charts
- · care plan template
- · observation chart templates
- · weighing scales
- local policies and procedures
- Makaton resources
- · wellbeing leaflets and media:
  - o smoking cessation
  - o healthy eating
  - o substance misuse

- · lockable cabinet
- development tools (for example CPD log, diary, journal or development plan)
- stethoscope
- thermometer
- pulse oximeter
- watch with second hand
- manual and automatic blood pressure (BP) machines
- physiological charts (for example elimination charts (urine/bowel), blood pressure (BP) chart, weight chart, temperature chart)
- · copy of local reporting procedures
- bed and bed sheets
- transfer belt
- transfer board
- dipstick testing equipment:
  - o glucose
  - o ketone
  - o proteins
  - o pH
  - o white blood cells
  - o red blood cells
- · peak flow monitor
- resources to maintain privacy and dignity (for example blanket, screen)
- · specimen tubes and labels

#### Occupational specialism – Supporting the Adult Nursing Team:

- manikin (physiological measurements)
- pocket mask
- cleaning wipes
- personal protective equipment (PPE):
  - o gloves
  - o apron
  - o surgical mask
  - o visor/eye goggles or eye protection
- · weighing scales
- · tape measure or stadiometer

- thermometer
- equipment maintenance log template
- automatic blood pressure monitor
- stethoscope
- pulse oximeter
- Bristol Stool chart
- observation chart template
- · body mass index (BMI) chart
- · dressing pack including hydrocolloid and cooling pads
- calculator
- wheelchair
- hoist
- · walking frame
- slide sheets
- workplace risk assessment materials/template
- suitable handwashing sinks (elbow operated taps)
- appropriately coloured disposable bins/bags
- ultraviolet (UV) light machine and associated hand gels
- 70% alcohol gels/swabs
- nutrition and hydration equipment:
  - o thickener for fluids
  - o cups
  - o plate guards and other aids/adaptations
- food and drink chart
- pads
- bed pan
- commode
- personal hygiene equipment:
  - o deodorant
  - o soap
  - o nail clippers
- mouth care packs (for example oral swabs/water)
- walking frame
- · walking stick or crutches
- · sleep mask

- ear plugs
- · care plan template
- medical photography photos
- Braden risk assessment tool
- moisturisers/water-based creams
- Waterlow risk assessment tool
- pressure relieving support tools (for example cushions)
- pressure area chart
- bed and bed sheets
- · specimen collection equipment

#### Occupational specialism - Supporting the Midwifery Team:

- sphygmomanometer
- digital thermometer
- · pulse oximeter
- observation charts (for example modified early obstetric warning score (MEOWS)
- automatic blood pressure monitor
- manikin (physiological measurements)
- · weighing scale
- tape measure or stadiometer
- calculator (for example an NHS BMI healthy weight calculator)
- bottles
- · sterilisation equipment
- · neonatal feeding cup
- brush
- teat brush
- teats
- · powdered formula
- breast pump
- syringe for feeding expressed milk
- towels
- basin/clean sink
- baby bath
- cotton balls
- clean nappy/clothing

- screw-top container
- urine dipstick
- urine chart
- birth pool
- birth pool liner
- hose
- pump
- non-slip waterproof floor sheet
- tap connectors
- thermometer (air, water, body)
- sieve/strainer
- adaptor
- non-abrasive detergents
- non-abrasive sponge
- · birthing bean bag
- birthing ball
- forceps (Simpson, Kielland, Wrigley's, Neville Barnes)
- ventouse suction cup
- · 2 or 3 tier stainless steel trolley
- kiwi cup
- Pinard stethoscope
- · foetal doppler
- clean loose-fitting clothing (for mother)
- anti-embolic stockings
- bed pan
- · cord clamp
- baby manikin
- newborn scale
- observation charts such as newborn early warning trigger and track (NEWTT)
- security tags
- identification bracelets
- labels
- pen
- catheter
- packaging

- · sterile gloves
- bed and bed sheets

#### Occupational specialism – Supporting the Mental Health Team:

- · note/meeting taking templates
- wellness action plans
- picture cards
- · Makaton resources
- Mental Capacity Act (2005) plus Amendment (2019)
- Deprivation of Liberty Safeguards

#### Occupational specialism - Supporting the Care of Children and Young People:

- · specimen bottles
- · peak flow meters
- · first aid kit and bandages
- · diet plans
- · dental kits:
  - o staining tablet
  - o fluoride toothpaste
  - o dental floss
  - o toothbrush
- timer (set to 2 minutes)
- washing/personal hygiene materials (for example soap shower gel shampoo)
- · handwashing equipment
- Waterlow risk assessment tool
- Bristol Stool chart
- Braden scale
- BMI chart
- · growth chart template
- · paediatric early warning system (PEWS) tool
- workplace method of recording documentation
- personal protective equipment (PPE):
  - o gloves
  - o apron
  - o surgical mask

- visor/eye goggles or eye protection
- · automatic blood pressure monitor
- stethoscope
- thermometer
- sphygmomanometer
- pulse oximeter
- observation charts
- scales
- calculator
- · tape measure or stadiometer
- hoist
- slide sheets
- · walking aid/walking frame
- crutches
- wheelchair
- tools for therapeutic play
- art/craft materials
- puppets
- building blocks
- light box
- music
- · story boards:
  - o sleep aids (eye mask and ear plugs)
- · food diary template
- pen/paper/writing materials/ digital writing equipment
- access to relevant policies and procedures (for example NICE guidelines, health and safety regulations, Children Act 1989/2004)
- pressure relieving tools and equipment (for example mattress pads and cushions)
- · care plan template
- · digital tools for presenting information
- · access to public health strategies
- · bed and bed sheets

#### Occupational specialism – Supporting the Therapy Teams:

· sand toys

- water toys
- crutches
- bed rails
- · cushions for bed rails
- toilet frame
- bath step
- · coloured tape
- bath chair
- hoist
- wheeled Zimmer frame
- walking stick
- fault recording documentation
- bed and bed sheets
- suitable range of art equipment and musical instruments
- wheelchair
- communication aids
- toileting equipment (for example, toilet frame)
- walking support rails
- ability/resource to alter screen colour (for example digital functionality/coloured screen overlay)

#### **Customer support team**

Our customer support team will support you with approvals, registrations, moderation, external assessment, results and general queries.

#### Fees and pricing

Fees will be made available to eligible and approved providers.

#### Training and support for providers

Our provider development team's primary purpose is to support providers and teaching teams in the delivery of this qualification. There are a number of ways in which we can do this, which include:

- · providing bespoke one-to-one support with the delivery staff
- delivering face to face events at numerous locations throughout the country
- facilitating delivery and CPD webinars
- signposting you to teaching and learning resources

The variety of support available includes:

- · content structure
- · teaching strategies
- SEN guidance
- quality assurance
- · assessment preparation and blended learning

Should you wish to discuss your teaching and delivery requirements, please e-mail: <a href="mailto:provider.development@ncfe.org.uk">provider.development@ncfe.org.uk</a>.

#### Useful websites and sources of information

#### Core component

Health and Safety Executive (HSE): www.hse.gov.uk/

Health & Care Professions Council (HCPC): www.hcpc-uk.org/

Care Quality Commission (CQC): www.cqc.org.uk/

General Medical Council (GMC): www.gmc-uk.org/

Resuscitation Council (UK): www.resus.org.uk/

General Dental Council (GDC): <a href="https://www.gdc-uk.org/">www.gdc-uk.org/</a>

Nursing & Midwifery Council (NMC): www.nmc.org.uk/

Ofsted: www.gov.uk/government/organisations/ofsted

Information Commissioners Office (ICO): www.ico.org.uk/

National Health Service (NHS): www.nhs.uk/

Make Every Contact Count (MECC): <a href="https://www.makingeverycontactcount.co.uk/">www.makingeverycontactcount.co.uk/</a>

Health Education England (HEE): www.hee.nhs.uk/

National Institute for Care and Excellence (NICE) guidance: www.nice.org.uk/guidance

Department of Health and Social Care - GOV.UK: www.gov.uk

UK Health Security Agency: <u>UK Health Security Agency – GOV.UK: www.gov.uk</u>

Office for Health Improvement and Disparities – GOV.UK: www.gov.uk

Kings Fund. kingsfund.org.uk

NHS Long Term Plan: <a href="www.longtermplan.nhs.uk">www.longtermplan.nhs.uk</a>
Royal College of Nursing (RCN): <a href="www.rcn.org.uk">www.rcn.org.uk</a>
Royal College of Midwives (RCM): <a href="www.rcm.org.uk">www.rcm.org.uk</a>

Institute of Health Visiting (iHV): ihv.org.uk

The Health Foundation: http://www.health.org.uk

NHS Careers: www.healthcareers.nhs.uk

#### **Dental Nursing**

Delivering better oral health: an evidence-based toolkit for prevention: <a href="https://www.gov.uk/government/publications/delivering-better-oral-health-an-evidence-based-toolkit-for-prevention">www.gov.uk/government/publications/delivering-better-oral-health-an-evidence-based-toolkit-for-prevention</a>

General Dental Council Standards for the Dental Team: <a href="www.gdc-uk.org/information-standards-guidance/standards-for-the-dental-team">www.gdc-uk.org/information-standards-guidance/standards-for-the-dental-team</a>

General Dental Council Preparing for Practice: <a href="www.gdc-uk.org/docs/default-source/quality-assurance/preparing-for-practice-(revised-2015).pdf">www.gdc-uk.org/docs/default-source/quality-assurance/preparing-for-practice-(revised-2015).pdf</a>

General Dental Council Scope of Practice: <a href="www.gdc-uk.org/information-standards-guidance/standards-and-quidance/scope-of-practice">www.gdc-uk.org/information-standards-guidance/standards-and-quidance/scope-of-practice</a>

Health and Safety at Work etc. Act 1974: <a href="https://www.legislation.gov.uk/ukpga/1974/37/contents">www.legislation.gov.uk/ukpga/1974/37/contents</a>

Health and Safety (First Aid) Regulations 1981: www.hse.gov.uk/firstaid/legislation.htm

Control of Substances Hazardous to Health 2002: <a href="www.hse.gov.uk/nanotechnology/coshh.htm">www.hse.gov.uk/nanotechnology/coshh.htm</a>

Hazardous Waste (England and Wales) Regulations 2005: <a href="www.legislation.gov.uk/uksi/2005/894/contents/made">www.legislation.gov.uk/uksi/2005/894/contents/made</a>

RIDDOR - Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013: www.hse.gov.uk/riddor/

Personal Protective Equipment (Enforcement) Regulations 2018: <a href="https://www.legislation.gov.uk/uksi/2018/390/contents/made">www.legislation.gov.uk/uksi/2018/390/contents/made</a>

The Fire Precautions (Workplace) (Amendment) Regulations 1999: www.legislation.gov.uk/uksi/1999/1877/made

Ionising Radiation Regulations 2017 (IRR 2017): www.legislation.gov.uk/uksi/2017/1075/contents/made

Ionising Radiation (Medical Exposure) Regulations 2017 (IR(ME)R 2017): www.legislation.gov.uk/uksi/2017/1322/contents/made

Health Technical Memorandum 01-05: Decontamination in primary care dental practices: <a href="https://www.gov.uk/government/publications/decontamination-in-primary-care-dental-practices">www.gov.uk/government/publications/decontamination-in-primary-care-dental-practices</a>

Health Technical Memorandum 07-01: Management and disposal of healthcare waste: www.gov.uk/government/publications/guidance-on-the-safe-management-of-healthcare-waste

Care Quality Commission: www.cqc.org.uk/

#### **Supporting Healthcare core**

Social care institute for excellence – Safeguarding and charities: <a href="https://www.scie.org.uk/safeguarding/charities/resources?gclid=EAlalQobChMl-KCUrMfv6AlVwrTtCh264QB7EAAYAyAAEglxAfD">www.scie.org.uk/safeguarding/charities/resources?gclid=EAlalQobChMl-KCUrMfv6AlVwrTtCh264QB7EAAYAyAAEglxAfD</a> BwE

Skills for care: Care Certificate standard – 'Duty of Care': <a href="www.skillsforcare.org.uk/Documents/Learning-and-development/Care-Certificate/Standard-3.pdf">www.skillsforcare.org.uk/Documents/Learning-and-development/Care-Certificate/Standard-3.pdf</a>

'Code of Conduct for Healthcare Support Workers and Adult Social Care Workers in England': www.skillsforcare.org.uk/Documents/Standards-legislation/Code-of-Conduct/Code-of-Conduct.pdf

Care Certificate standard – 'Work in a Person-Centred Way': <a href="www.skillsforcare.org.uk/Documents/Learning-and-development/Care-Certificate/Standard-5.pdf">www.skillsforcare.org.uk/Documents/Learning-and-development/Care-Certificate/Standard-5.pdf</a>

Care Certificate standard – 'Handling Information': <a href="www.skillsforcare.org.uk/Document-library/Standards/Care-Certificate/Standard%2014%20CC%20Workbook.pdf">www.skillsforcare.org.uk/Document-library/Standards/Care-Certificate/Standard%2014%20CC%20Workbook.pdf</a>

Care Quality Commission (CQC) – Duty of candour: <a href="www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour">www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour</a>

Skills for Health – Infection prevention and control: www.skillsforhealth.org.uk/resources/service-area/30-infection-prevention-and-control

National Institute for Care and Excellence – Infection prevention and control: www.nice.org.uk/guidance/qs61

Helen Sanderson Associates: www.helensandersonassociates.co.uk/

The Kings Fund: <a href="https://www.kingsfund.org.uk/publications/physical-and-mental-health?gclid=EAlalQobChMlkfKczlbl6QIVYIBQBh2VrgXBEAAYASAAEgKOZ\_D\_BwE">https://www.kingsfund.org.uk/publications/physical-and-mental-health?gclid=EAlalQobChMlkfKczlbl6QIVYIBQBh2VrgXBEAAYASAAEgKOZ\_D\_BwE</a>

National Institute for Care and Excellence (NICE) guidance: <a href="https://www.nice.org.uk/guidance">https://www.nice.org.uk/guidance</a>

Royal College of Nursing: Public health: <a href="https://www.rcn.org.uk/clinical-topics/public-health">www.rcn.org.uk/clinical-topics/public-health</a>

Health and Safety Executive – Moving and handling in health and social care:

www.hse.gov.uk/healthservices/moving-handling.htm

Department of Health, Social Services and Public Safety (DHSSPS):

www.gov.uk/government/organisations/department-of-health-social-services-and-public-safety

National Health Service (NHS): How to move, lift and handle someone else: <a href="www.nhs.uk/conditions/social-care-and-support-guide/practical-tips-if-you-care-for-someone/how-to-move-lift-and-handle-someone-else/">www.nhs.uk/conditions/social-care-and-support-guide/practical-tips-if-you-care-for-someone/how-to-move-lift-and-handle-someone-else/</a>

National Health Service (NHS): Making decisions for someone else (Mental Capacity Act): www.nhs.uk/conditions/social-care-and-support-guide/making-decisions-for-someone-else/mental-capacity-act/

National Health Service (NHS): Care and support plans: <a href="www.nhs.uk/conditions/social-care-and-support-guide/help-from-social-services-and-charities/care-and-support-plans/">www.nhs.uk/conditions/social-care-and-support-plans</a>

NHS England: National Early Warning Score (NEWS): <a href="www.england.nhs.uk/ourwork/clinical-policy/sepsis/nationalearlywarningscore/">www.england.nhs.uk/ourwork/clinical-policy/sepsis/nationalearlywarningscore/</a>

#### **Option A: Supporting the Adult Nursing Team**

Nursing and Midwifery Council (NMC): <a href="https://www.nmc.org.uk/">www.nmc.org.uk/</a>

Health and Care Professions Council (HCPC): www.hcpc-uk.org/

Resuscitation Council UK – Guidelines: Adult basic life support and automated external defibrillation: <a href="https://www.resus.org.uk/library/2015-resuscitation-guidelines/adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-and-automated-external-adult-basic-life-support-a

National Institute for Health and Care Excellence (NICE) – Evidence search: <u>www.nice.org.uk/about/what-we-do/evidence-search</u>

Royal College of Nursing: www.rcn.org.uk/

International Council of Nurses: www.icn.ch/

National Health Service (NHS): www.nhs.uk/

NHS England: <a href="https://www.england.nhs.uk/">www.england.nhs.uk/</a>

Change4Life: <a href="https://www.nhs.uk/change4life">www.nhs.uk/change4life</a>

NHS apprenticeships, traineeships and cadet schemes: <a href="www.healthcareers.nhs.uk/career-planning/study-and-decomposition">www.healthcareers.nhs.uk/career-planning/study-and-decomposition</a>

training/apprenticeships-traineeships-and-cadet-schemes

NHS Confederation - Acronym Buster: <a href="www.nhsconfed.org/acronym-buster?l=l">www.nhsconfed.org/acronym-buster?l=l</a>

Nursing Times: www.nursingtimes.net/

Care Quality Commission (CQC): www.cqc.org.uk/

GOV.UK: www.gov.uk/

Mental Capacity Act 2005: <a href="https://www.legislation.gov.uk/ukpga/2005/9/contents">www.legislation.gov.uk/ukpga/2005/9/contents</a>

Mental Capacity (Amendment) Act 2019: www.legislation.gov.uk/ukpga/2019/18/enacted

Department of Health & Social Care (DHSC): <a href="www.gov.uk/government/organisations/department-of-health-and-social-care">www.gov.uk/government/organisations/department-of-health-and-social-care</a>

Department of Health, Social Services and Public Safety: <a href="https://www.gov.uk/government/organisations/department-of-health-social-services-and-public-safety">www.gov.uk/government/organisations/department-of-health-social-services-and-public-safety</a>

Health and Safety Executive (HSE): Moving and handling in health and social care:

www.hse.gov.uk/healthservices/moving-handling.htm

World Health Organisation (WHO): www.who.int/

Medical Research Council (MRC): www.mrc.ukri.org/

#### **Option B: Supporting the Midwifery Team**

National Institute for Health and Care Excellence (NICE): www.nice.org.uk/

NHS England: www.nhs.uk/

'Better Births': www.england.nhs.uk/wp-content/uploads/2016/02/national-maternity-review-report.pdf

NHS Constitution for England: <a href="https://www.gov.uk/government/publications/the-nhs-constitution-for-england">www.gov.uk/government/publications/the-nhs-constitution-for-england</a>

Health Education England (HEE): <a href="https://www.hee.nhs.uk/">www.hee.nhs.uk/</a>

Royal College of Midwives (RCM): www.rcm.org.uk/

Royal College of Obstetricians & Gynaecologists (RCOG): www.rcog.org.uk/

UNICEF UK Baby Friendly Initiative (BFI): <a href="https://www.unicef.org.uk/babyfriendly/">www.unicef.org.uk/babyfriendly/</a>

Skills for Care (SfC): www.skillsforcare.org.uk/Home.aspx

Nursing & Midwifery Council (NMC): www.nmc.org.uk/

Mothers and Babies: Reducing Risk through Audits and Confidential Enquires across the UK (MBRRACE-UK):

www.npeu.ox.ac.uk/mbrrace-uk

Skills for Health (SfH): www.skillsforhealth.org.uk/

Midwives Information and Resource Service (MIDIRS): www.midirs.org/

World Health Organization (WHO): www.who.int/

The Kings Fund: <a href="https://www.kingsfund.org.uk/publications/physical-and-mental-">www.kingsfund.org.uk/publications/physical-and-mental-</a>

health?gclid=EAlalQobChMlkfKczlbl6QIVYIBQBh2VrgXBEAAYASAAEgKOZ\_D\_BwE

The Practising Midwife: www.practisingmidwife.co.uk/

British Journal of Midwifery: <a href="https://www.magonlinelibrary.com/journal/bjom">www.magonlinelibrary.com/journal/bjom</a>

### **Option C: Supporting the Mental Health Team**

National Health Service (NHS): www.nhs.uk/

Mental Health Foundation: www.mentalhealth.org.uk/

Mind: www.mind.org.uk/

World Health Organization (WHO): www.who.int/

Samaritans: <a href="https://www.samaritans.org/">www.samaritans.org/</a>

### Option D: Supporting the Care of Children and Young People

Health and Safety Executive (HSE): www.hse.gov.uk/

Health & Care Professions Council (HCPC): www.hcpc-uk.org/

Care Quality Commission (CQC): www.cqc.org.uk/

General Medical Council (GMC): <a href="www.gmc-uk.org/">www.gmc-uk.org/</a>

Resuscitation Council (UK): www.resus.org.uk/

National Health Service (NHS): www.nhs.uk/

Health Education England (HEE): www.hee.nhs.uk/

National Institute for Care and Excellence (NICE) guidance: www.nice.org.uk/guidance

Royal College of Nursing - Nursing Children & Young People – Understanding fluid homeostasis in infants and children: part 1: <u>journals.rcni.com/nursing-children-and-young-people/understanding-fluid-homeostasis-in-infants-and-children-part-1-ncyp.2018.e947</u>

Royal College of Nursing - Standards for Assessing, Measuring and Monitoring Vital Signs in Infants, Children and Young People: www.rcn.org.uk/professional-development/publications/pub-005942

Nottinghamshire County Council – Moving and Handling of Children and Young People: www.nottinghamshirechildcare.proceduresonline.com/chapters/g\_moving\_handling.html

National Health Service (NHS) - Live well/Eat well/5-a-day: <a href="https://www.nhs.uk/live-well/eat-well/why-5-a-day/">www.nhs.uk/live-well/eat-well/why-5-a-day/</a>

Children and Young People: Consent to treatment: www.nhs.uk/conditions/consent-to-treatment/children/

National Health Service (NHS) - How to care for a disabled child: <a href="www.nhs.uk/conditions/social-care-and-support-guide/caring-for-children-and-young-people/how-to-care-for-a-disabled-child/">www.nhs.uk/conditions/social-care-and-support-guide/caring-for-children-and-young-people/how-to-care-for-a-disabled-child/</a>

Wong-Baker Faces Foundation: www.wongbakerfaces.org/

Royal College of Paediatrics and Child Health - Growth charts: www.rcpch.ac.uk/resources/growth-charts

Cambridgeshire and Peterborough Clinical Commission Group – Your Guide to Childhood Illnesses: <a href="https://www.cambridgeshireandpeterboroughccg.nhs.uk/news-and-events/leaflets-and-guides/your-guide-to-childhood-illnesses/">www.cambridgeshireandpeterboroughccg.nhs.uk/news-and-events/leaflets-and-guides/your-guide-to-childhood-illnesses/</a>

The National Child Traumatic Stress Network – What is child trauma?: www.nctsn.org/what-is-child-trauma

Rainbow Trust – Support for families: <a href="https://www.rainbowtrust.org.uk/support-for-families">www.rainbowtrust.org.uk/support-for-families</a>

The Sick Children's Trust: www.sickchildrenstrust.org/about-us/

The Chaos and the Clutter – Supporting a Family whose Child is in Hospital: www.thechaosandtheclutter.com/archives/supporting-a-family-whose-child-is-in-the-hospital

WellChild: www.wellchild.org.uk/

#### Case law:

Alder Hey Children's NHS Foundation Trust v Evans [2018] EWHC 308 (Fam): <a href="www.judiciary.uk/wp-content/uploads/2018/02/alder-hey-v-evans.pdf">www.judiciary.uk/wp-content/uploads/2018/02/alder-hey-v-evans.pdf</a>

Great Ormond Street Hospital v Yates [2017] EWHC 972 (Fam) <a href="www.judiciary.uk/wp-content/uploads/2017/05/gosh-v-yates-and-gard-20170411-1.pdf">www.judiciary.uk/wp-content/uploads/2017/05/gosh-v-yates-and-gard-20170411-1.pdf</a>

Kings College Hospital NHS Foundation Trust v Thomas [2018] EWHC 127 (Fam): <a href="www.judiciary.uk/wp-content/uploads/2018/01/kings-college-hospital-nhs-foundation-trust-v-haastrup-1.pdf">www.judiciary.uk/wp-content/uploads/2018/01/kings-college-hospital-nhs-foundation-trust-v-haastrup-1.pdf</a>

Regina v Cambridge Health Authority Ex PARTE 'B' (A Minor) [1995] EWCA Civ 43: www.bailii.org/ew/cases/EWCA/Civ/1995/43.html

### **Option E: Supporting the Therapy Teams**

Mind: www.mind.org.uk

NHS CBT: www.nhs.uk/conditions/cognitive-behavioural-therapy-cbt

Recovery College: www.recoverycollegeonline.co.uk

NHS self-help guides: web.ntw.nhs.uk/selfhelp/

Time to change: www.time-to-change.org.uk/resources

Young Minds: www.youngminds.org.uk/

Anna Freud National Centre for Children and Families: www.annafreud.org/on-my-mind/

Royal College of Occupational Therapists: www.rcot.co.uk/

Chartered Society of Physiotherapy: www.csp.org.uk/

Royal College of Speech & Language Therapists (RCSLT): www.rcslt.org/

British Dietetic Association (BDA) - the Association of UK Dietitians: www.bda.uk.com/

The College of Podiatry: www.cop.org.uk/

The Society of Radiographers (SoR): www.sor.org/

The British Association of Prosthetists and Orthotists (BAPO): www.bapo.com/

The British Association of Art Therapists (BAAT): www.baat.org/

Mental Health Foundation: www.mentalhealth.org.uk/

World Health Organization (WHO): www.who.int/

Samaritans: www.samaritans.org/

National Health Service (NHS): www.nhs.uk/

### Learning resources

We offer a wide range of bespoke learning resources and materials to support the delivery of this qualification, which include:

- · schemes of work
- tutor delivery guides

For more information on the resources being developed for this qualification. Please check the qualifications page on the NCFE website.

## **Equal opportunities**

We fully support the principle of equal opportunities and oppose all unlawful or unfair discrimination on the grounds of ability, age, colour, culture, disability, domestic circumstances, employment status, gender, marital status, nationality, political orientation, racial origin, religious beliefs, sexual orientation and social background. We aim to ensure that equality of opportunity is promoted and that unlawful or unfair discrimination, whether direct or indirect, is eliminated both in our employment practices and in access to qualifications. A copy of our Diversity and Equality Policy is available on request.

## Diversity, access and inclusion

Our qualifications and associated assessments are designed to be accessible, inclusive and non-discriminatory. We regularly evaluate and monitor the 6 diversity strands (gender, age, race, disability, religion, sexual orientation) throughout the development process as well as throughout the delivery, external quality assurance and external assessment processes of live qualifications. This ensures that positive attitudes and good relations are promoted, discriminatory language is not used, and our assessment procedures are fully inclusive.

This policy is aimed at anyone who uses our products and services and who submits requests for reasonable adjustments and special considerations. Students who require reasonable adjustments or special consideration should discuss their requirements with their tutor.

The most up-to-date version of the policy can be found on the NCFE website, where providers can find details of how to request a reasonable adjustment or special consideration.

## Contact us

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#### Version 3.0 26 June 2023

Information in this technical qualification specification is correct at the time of publishing but may be subject to change.

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\* To continue to improve our levels of customer service, telephone calls may be recorded for training and quality purposes.

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Owner: Qualification Development Manager

## **Change history record**

Version	Description of change	Approval	Date of Issue
v1.0	Post approval, updated for publication.		January 2021
v1.1	Updates to Sections 1 (Institute reference: ODSR_H_002 - ODSR_H_004; ODSR_H_010; ODSR_H_011)		March 2021
v1.2	Update to Section 4 (Institute reference: ODSR_H_012)		April 2021
v1.3	Branding updated Updates to Sections 1, 2 and 4 (Institute reference ODSR_H_014- ODSR_H_028 and ODSR_H_0480		September 2021
v1.4	Updates to TQT values in section 2 Addition of PQRST waves as example in section 4 Correcting typos in section 4 (Institute reference ODSR_H_042-47, ODSR_H_050, ODSR_H_051, ODSR_H_054)	October 2021	January 2022
v1.5	Updates to resource, assessment and qualification requirements (ODSR_H148-158, ODSR_H_160)	December 2021 and January 2022	February 2022
v2.0	Updated to include the approved Dental Nursing occupational specialism		March 2022
v2.1	Update to English and Mathematics exit requirements (ODSR_H_159) Minor update to clarify resource requirements (ODSR_H_161) Further clarification to content in Section 4 / Section B (ODSR_H_163) Minor updates to terminology (ODSR_H_166, 168)	May 2022	November 2022

v3.0	1	May 2023	26 June 2023
V3.0	The following amendments have been made to this qualification specification following annual review:	Iviay 2023	20 Julie 2023
	General changes:		
	clarification provided regarding registering students on T Levels and transferring between T Levels and occupation specialisms		
	updated assessment information		
	<ul> <li>updates to grading tables and grade descriptors</li> </ul>		
	updating of wording to give clarity of internet usage for assessments		
	<ul> <li>providing additional websites and sources of information to support with delivery</li> </ul>		
	other legislations, regulations and acts have been added and dates updated, where applicable		
	training and support for providers information has been updated		
	glossary definitions have been updated to make them consistent		
	resource requirements section updated to specify that 'providers must ensure that the student has access to the necessary materials, resources and workspaces for delivery and assessment of mandatory knowledge and skills. The following lists are not exhaustive'		
	resource lists have been updated		
	further job roles have been added to the progression section		
	any reference to GDPR has been updated to UK GDPR		
	Other amendments made throughout the Core components section and occupational specialism sections:		
	reference to Black, Asian and minority ethnic communities (BAME) has been updated to ethnic minorities and ethnic groups		
	throughout the specification, where referenced, 'causative agents' has been amended to 'pathogens (causative agents)'		

- reference to 'medical decision-making' has been amended to 'decision-making' throughout the specification
- in the glossary, under holistic care, the word 'intellectual' has been added after 'physical'
- in the glossary, under proxy consent, it has amended to reflect vulnerable adults as well as children and young people
- throughout the specification, 'continuity of carer' has been amended to 'continuity of care'
- throughout the specification, 'a person receiving care and/or medical treatment' has been amended 'a person receiving care, support or treatment'
- throughout the specification, 'a person receiving or registered to receive medical treatment' has been amended to a 'a person who may require care, assessment, investigation, support or treatment'
- throughout the specification, 'malnutrition universal screening tool (MUST)' has been amended to 'malnutrition screening tool (MST)'

# Section A amends following the review of all core Health content:

- A1.1 wording has been updated
- A1.2 updated to include an example
- A2.1 wording has been updated
- A2.2 updated to include an additional example
- A2.3 updated to include social care needs
- A2.5 updated with additional content
- A2.10 updated with additional content
- A2.12 updated with additional content
- A2.13 updated with additional content
- A2.14 updated to include additional content and example
- A4.4 wording has been updated
- A4.5 wording has been updated
- A5.1 wording has been updated
- A6.3 updated with additional content
- A6.4 wording has been updated

- A6.7 example has been updated
- A6.8 wording has been updated
- A8.1 wording has been updated
- A8.2 wording has been updated
- A8.4 wording has been updated
- A8.6 wording has been updated and additional content included
- A8.9 wording has been updated and additional content included
- A8.10 wording has been updated and an example included
- A8.12 wording has been updated
- A8.13 updated with additional content
- A8.17 some content removed
- A9.1 wording has been updated and additional content included
- A9.4 wording has been updated
- A9.5 wording has been updated and additional content included
- A9.6 wording has been updated
- A9.8 updated to include an additional example
- A9.9 wording has been updated and additional content included
- A9.12 updated to include additional content and example
- A11.2 updated with additional content
- A11.3 wording has been updated and additional content included
- A11.4 wording has been updated
- A11.7 updated with additional content
- A11.10 updated with additional content

# Section B amends following the review of core Health content:

Section B1 content has been <u>extensively</u> amended to directly support core science concepts.

Section B2 has been <u>extensively</u> amended to include further science concepts in Health.

# Amendments made to the Supporting Healthcare occupational specialism section, including:

- in K1.2, acts including the Mental Capacity Act (2005) plus Amendment (2019), Mental Health Act 2007, Equality Act 2010, Human Rights Act 1998 & Domestic Abuse Act 2021 have been added
- in K3.1, 'oxygen saturation (94% plus)' has been amended to 'oxygen saturation (between 95%-100%)'
- in K3.14, 'GDPR' has been amended to 'data protection' and the example for safeguarding has been removed
- in S3.17, 'accurate and timely reported' has been amended to 'accurate and timely recording'
- in S1.35, reference to 'ensuring pain is managed' has been removed

# Amendments made to the Supporting the Adult Nursing Team occupational specialism section, including:

- in K1.13, additional bullets detailing how to check equipment and resources have been added
- in K1.2, reference to 'Skills for Health' has been added
- in S1.17, reference to 'compliance with national standards (for example, Care Quality Commission (CQC)' has been amended to 'compliance with national standards (for example, NHS standards England)'
- in S1.17, reference to 'compliance with the Nursing and Midwifery Council Framework' has been updated to 'compliance with the Nursing and Midwifery Council The Code – professional standards' and additional sub bullets have been added to provide further clarification to providers
- in S2.11, 'ensuring regular toileting to maintain independence' has been updated to 'ensuring regular toileting prompts to maintain independence'
- in S2.12, 'deodorant' has been updated to 'toiletry choices (for example use deodorant)'

- in S2.17, 'making relevant and constructive contributions to support and motivate' has been updated to 'making relevant and constructive contributions to support person centred care'
- in S2.20, bullet points have been amended to 'discussing the care plan with the individual and the carer/family and gaining consent' and 'updating and adhering to the care plan'
- in S3.7, "applying routine skills with confidence and fluency to solve technical problems" has been amended to 'applying knowledge of skin physiology and pathophysiology to objectively assess skin conditions'
- S3.11 has been updated to include the individual and/or carer

# Amendments made to the Supporting the Midwifery Team occupational specialism section, including:

- in K1.13, 'available to help people with fertility problems have a baby' has been amended to 'available to help couples with fertility problems, where the woman is under the age of 43'
- in K1.13, 'women trying to naturally conceive for minimum of 2 years' has been amended to 'women under the age of 43 trying to naturally conceive for a minimum of 2 years'
- in K1.14, reference to a 2222 call has been amended to a 999 call
- in S1.48, reference to assisting the midwife with urethral catheterisation has been removed
- in S1.49, the bullet points have been updated, including removing reference to 'emergency situations'
- in S1.55, reference to 'demonstrate competence and confidence when setting up' in relation to a blood pressure monitor and digital thermometer has been removed

# Amendments made to the Supporting the Mental Health Team occupational specialism section, including:

 in K2.4, the list of charitable organisations able to support has been updated

- in K3.2, reference to 'the different types of poor mental wellbeing' has been updated to 'the different types of mental health conditions'
- in K1.19, additional bullet points have been added to provider further clarification for providers
- in S3.12, the bullet points have been updated
- in S3.15, the bullet point 'respond to questions/feedback using a style which reflects the type of communication' has been added
- in S3.17, reference to 'or carers' has been removed and has been amended to 'support the individual to manage their condition during change and transitions, recognising the impact of mental ill health on them and others'; and reference to 'manage their condition' has been removed and 'environment changes (for example, from home to hospital)' has been added
- S1.32 has been updated to 'assist with collaborative risk assessment and risk management with individuals with mental health needs'
- S1.29 has been updated
- \$1.30\$ has been updated to 'adhere to national guidelines, current national and local policy and service frameworks for mental health when undertaking any delegated tasks' and reference to complying with the mental health national service framework has been removed
- in S1.36, additional bullet points have been added to provider further clarification for providers
- in S2.7, additional sub bullet points have been added to 'assist registered practitioners with routine delegated tasks or therapeutic interventions'

Amendments made to the Supporting the Care of Children and Young People occupational specialism section, including:

 in S1.17, reference to 'national standards (for example CQC)' has been amended to 'national standards (for example NHS standards England)'

V3.1	Removal of responsive manikin for the required resource list	October 2023

## Schedule 3

## <u>Implementation</u>

The content for this Schedule is as below:

- 1. GEN2 W2 Health Implementation Plan
- 2. GEN2 W2 Health Resource Plan

## Schedule 3

## Implementation Plan

## Schedule 3

## Resource Plan

#### Co-operation

### 1 Objective of the joint arrangements

- 1.1 The Supplier shall cooperate, coordinate and seek to agree certain arrangements with all third party Awarding Organisations, including the Former Supplier, involved in the delivery of the technical education qualification element of each T Level forming part of the T Levels Programme ("T Level Awarding Organisations") from time to time with the aim of:
  - 1.1.1 ensuring the quality, consistency, efficiency and effectiveness of the T Levels Programme as a whole; and
  - 1.1.2 in the interest of Students and Providers, streamlining administration relating to the T Levels Programme.
- 1.2 The Supplier shall ensure that all activities carried out by it under this Schedule appropriately take into account the views of each T Level Awarding Organisation (including T Level Awarding Organisations appointed subsequent and/or prior to the appointment of the Supplier) and do not risk or result in:
  - 1.2.1 a disproportionate burden falling on any given T Level Awarding Organisation or on Providers; and/or
  - 1.2.2 a disproportionate burden (whether by any act or omission on the part of the Supplier) on Providers and/or Students.

#### 2 Joint arrangements

- 2.1 In particular, the Supplier shall (at its own cost):
  - 2.1.1 attend a meeting convened by the Authority (on reasonable prior notice and at least once per calendar quarter) with all other T Level Awarding Organisations to discuss progress on coordination efforts including the activities set out below, and to make decisions relating to any outstanding areas of coordination;
  - 2.1.2 in order to minimise the administrative burden on Providers, cooperate with all other T Level Awarding Organisations to coordinate and deliver an efficient method of both regular and ad hoc inspections (on an ongoing basis) of the

delivery by Approved Providers of the technical education qualification element of each T Level, to ensure that the relevant Approved Providers continue to meet the requirements of their Provider Approval by the Supplier and equivalent approval by other T Level Awarding Organisations, provided always that where, as a result of such cooperation and/or coordination it is necessary for the Supplier to amend and/or modify that part of the Supplier's Response to which the provisions of paragraph 3.1.2 of Part 1 of the Service Requirements apply, then the Supplier shall obtain Approval to such amendment and/or modification;

- 2.1.3 coordinate and seek to agree with all other T Level Awarding Organisations (at the earliest possible date) common rules and guidance applicable to the teaching and assessment of and provision of Post-Results Services for the technical education qualification element of each T Level with the aim of having aligned rules, guidance and Post-Results Services, where appropriate, across the T Levels Programme, addressing topics such as conducting examinations;
- 2.1.4 share information between T Level Awarding Organisations as necessary (subject to the relevant obligations on confidentiality in this Contract) to:
  - 2.1.4.1 facilitate the joint arrangements anticipated by this Schedule;
  - 2.1.4.2 enable transfer of achievement of the TQ Core Component of a T Level between T Level Awarding Organisations; and
  - 2.1.4.3 enable results analysis in respect of the Route of which the TQ forms part;
- 2.1.5 where possible, utilise systems in the delivery of the Services which are interoperable with those utilised by other T Level Awarding Organisations so as to facilitate the portability of the Services to any Future Supplier;
- 2.1.6 coordinate and seek to agree with all other T Level Awarding Organisations pre-assessment access arrangements for T Levels to ensure equivalence of approach between T Level Awarding Organisations;
- 2.1.7 adopt a common process and, where possible, system, to that used by other T Level Awarding Organisations for applications for access arrangements for T Levels to be made and considered for the benefit of Students:

- 2.1.8 coordinate and seek to agree with all other T Level Awarding Organisations a common process and approach and, where possible, system to that used by other T Level Awarding Organisations, to manage and/or facilitate Reasonable Adjustments and/or applications for Special Consideration to ensure equivalence of approach between T Level Awarding Organisations;
- 2.1.9 seek to agree between T Level Awarding Organisations a Key Dates Schedule, such schedule to be developed in consultation with the Department, GCE Awarding Organisations, Providers and UCAS and to be Approved by the Authority;
- 2.1.10 attend regular meetings (at least once per calendar month unless otherwise notified by the Authority) with all other T Level Awarding Organisations to discuss operational issues in relation to the T Level Programme;
- 2.1.11 in order to minimise the administrative burden on Providers, co-operate with the Former Supplier, where relevant, to facilitate a smooth transition during the Entry Transition Period; and
- 2.1.12 where notified by the Authority, work with other T Level Awarding Organisations responsible for TQs in the same Route with the aim to, where appropriate, harmonise the common TQ Core Component across that Route.

#### 3 <u>Disputes relating to joint arrangements</u>

- 3.1 In the event the Supplier contends that it is unable to meet its obligations under this Schedule as a result of the action or inaction of one or more third party T Level Awarding Organisation, the Supplier shall seek to resolve such matter with the relevant T Level Awarding Organisation(s). In the event that the Supplier is unable to resolve such matter, having used its reasonable endeavours to do so, the Supplier shall promptly notify the Authority in writing with the relevant details including the steps taken to attempt to resolve the matter, and the Authority shall use its reasonable endeavours to promptly resolve such matter.
- 3.2 In the event that a third party T Level Awarding Organisation contends that it is unable to meet its joint arrangement obligations as a result of the action or inaction of the Supplier, then the Supplier shall comply with the reasonable instructions of the Authority in relation to such action or inaction.

3.3 Nothing in this Schedule (including any failure to agree any matters referred to in paragraph 2 of this Schedule) shall operate to reduce or otherwise diminish the Supplier's obligations and/or the Authority's rights under this Contract.

### 4 Reporting

4.1 The Supplier shall, on request by the Authority, promptly provide a written report to the Authority setting out its progress in achieving the joint arrangements set out in paragraph 2 of this Schedule.

### Supplier's Response

The content for this Schedule is as below:

- 1. GEN2 W2 Health Risk Register
- 2. GEN2 W2 Health AQ9.1-10.7 Supplier Responses
- 3. GEN2 W2 Health Q9.5 Grading and Awarding Structure
- 4. GEN2 W2 Health Q10.4 Internal Quality Assurance Process
- 5. GEN2 W2 Health Q10.7 Management and Governance
- 6. GEN2 W2 Health Q10.7 Escalation Process Flow
- 7. GEN2 W2 Health Issues Log
- 8. GEN2 W2 Pearson Clarifications
- 9. GEN2 W2 Health Employer Provider Engagement Strategy

# Risk Register

# Supplier Responses

# **Grading and Awarding Structure**

## Internal Quality Assurance Process

















### Management and Governance





#### **Escalation Process Flow**

Issues Log

# Schedule 5

# Clarifications

## Schedule 5

Employer and Provider Engagement Strategy



## Schedule 6

## Pricing Schedule

The content for this Schedule is as below:

**GEN2 W2 Health Pricing Schedule** 



### Schedule 6A

### **Adaptive Pricing**

### 1. The Review Triggers

- 1.1 The Parties agree that the Entry Fee, as referred to in Schedule 6, shall be reviewed and may change, in the following two instances:
  - 1.1.1 in or around December 2027, which shall be referred to as the Mid-Term Review; and
  - 1.1.2 in the event that the Authority seeks to extend the Contract in accordance with clause 2.2 and 15.2 of the Contract, in or around December 2030, which shall be referred to as the Extension Review.

### **The Mid Term Review**

- 2.1 On or around 1<sup>st</sup> December 2027 the Authority shall provide the Supplier with an updated projection of total learner volumes for the five Exclusive Cohorts under the Contract which shall be referred to as the Updated Projection.
- 2.2 The Updated Projection shall be calculated by the Authority by combining the actual learner volumes for Exclusive Cohorts one and two, as confirmed by the Department to the Authority, with the revised estimates for the remaining three Exclusive cohorts of the Contract, as determined by the Department and confirmed to the Authority.

### Circumstances in which an Enhanced Entry Fee is permitted

- 2.3 Where the Updated Projection is calculated to be at least 15% less than the total learner volume contained in the original tender documents, which shall be referred to as the Initial Projection, the Authority shall determine a revision to the Entry Fee which shall be referred to as the Enhanced Entry Fee and will be in such amount as to enable the Supplier to retain the opportunity to achieve its % profit margin, as set out in Schedule 6, over the life of the original Contract and;
  - 2.3.1 the Authority shall notify the Supplier in writing, on or before the 31<sup>st</sup> December 2027 of the Enhanced Entry Fee;

- 2.3.2 by no later than the end of February in the Academic Year prior to the Academic Year in which the Enhanced Entry Fee may be applied the Supplier shall notify the Authority in writing of its intention to substitute the Entry Fee with the Enhanced Entry Fee, or such other Entry Fee not exceeding the Enhanced Entry Fee, as the case may be;
- 2.3.3 for the avoidance of doubt, any Entry Fee to be adopted by the Supplier pursuant to the provisions of this paragraph 2.3, will also incorporate any adjustments proposed by the Supplier under clause 4.12 of the Contract. The collective adjustments calculated in accordance with this paragraph 2.3 and or clause 4.12 will not exceed the Enhanced Entry Fee.
- 2.3.4 Any Enhanced Entry Fee shall apply for the Cohort for the Academic Year commencing 1 August 2028 and shall continue to apply to the Cohort for the Academic Year commencing 1 August 2029 and the Cohort for the Academic Year commencing 1 August 2030 and may be subject to later adjustments effected by the further application of clause 4.12 of the Contract.

## Circumstances in which a Reduced Entry Fee will be required

- 2.4 Where the Updated Projection is calculated to be at least 15% more than the Initial Projection, the Authority shall determine a reduced Entry Fee which shall be referred to as the Reduced Entry Fee which will be in such amount as to enable the Supplier to retain the opportunity to achieve, but not exceed, its % profit margin, as set out in Schedule 6.
  - 2.4.1 The Authority shall notify the Supplier in writing, on or before the 31st December 2027 of the Reduced Entry Fee;
  - 2.4.2 For the avoidance of doubt, the Reduced Entry Fee will also incorporate any adjustments proposed by the Supplier under clause 4.12 of the Contract.
  - 2.4.3 The Reduced Entry Fee shall apply for the Cohort for the Academic Year commencing 1 August 2028 and shall apply to the Cohort for the Academic Year commencing 1 August 2029 and the Cohort for the Academic Year commencing 1 August 2030 and may be subject to later adjustments effected by the further application of clause 4.12 of the Contract.

### 3. The Extension Review

- 3.1 In the event of notification by the Authority to the Supplier of their intention to extend the Contract in accordance with clause 2.2 and 15.2, which shall be referred to as 'the First Extension Period', the Authority shall:
  - 3.1.1 before the end of the final Exclusive Cohort, provide the Supplier with the projection of learners for the Academic Years which fall within the First Extension Period following the end of the fifth Exclusive Cohort, as determined by the Department and confirmed to the Authority, which shall be referred to as the Final Updated Projection;
  - 3.1.2 where the Final Updated Projection is calculated to be at least 15% less than the Updated Projection for the fifth Exclusive Cohort, calculate the Entry Fee applicable to the First Extension which shall be referred to as the Extension Entry Fee, in such a sum which ensures that the Supplier retains the opportunity to achieve its % profit margin, as set out in Schedule 6, during the First Extension Period:
  - 3.1.3 the Authority shall notify the Supplier in writing, on or before the 31st December 2030 of the Extension Entry Fee;
  - 3.1.4 by no later than the end of February in the Academic Year prior to the Academic Year in which the Extension Entry Fee may be applied the Supplier shall notify the Authority in writing of its intention to substitute the Entry Fee with such other Entry Fee not exceeding the Extension Entry Fee, as the case may be;
  - 3.1.5 the Extension Entry Fee shall also incorporate any adjustments to the Entry Fee effected by the application of clause 4.12;
  - 3.1.6 any Extension Entry Fee shall apply for the Cohorts for the Academic Years which fall within the First Extension Period.
- 3.2 In the event that the Authority seeks to extend the Contract beyond the First Extension Period, in accordance with the provisions of clause 2.2 and 15.2 of the Contract, the Extension Entry Fee shall not be amended further save for any adjustments effected by the application of clause 4.12.

### Circumstances in which a Reduced Extension Entry Fee will be required

- 3.3 Where the Final Updated Projection is calculated to be at least 15% more than the Updated Projection for the fifth Exclusive Cohort, the Authority shall determine a reduced Entry Fee which shall be referred to as the 'Reduced Extension Entry Fee' which will be in such amount as to enable the Supplier to retain the opportunity to achieve, but not exceed, its % profit margin, as set out in Schedule 6.
  - 3.3.1 The Authority shall notify the Supplier in writing, on or before the 31st December 2030 of the Reduced Extension Entry Fee;
  - 3.3.2 For the avoidance of doubt, the Reduced Extension Entry Fee will also incorporate any adjustments proposed by the Supplier under clause 4.12 of the Contract.
  - 3.3.3 The Reduced Extension Entry Fee shall apply for the Cohorts for the Academic Years which fall in with the First Extension Period, and may be subject to later adjustments effected by the further application of clause 4.12 of the Contract.

### 4. General

4.1 The Authority does not provide any assurance that the Updated Projection will be achieved, and the Supplier bears all risks arising from any variance between the Updated Projection, the Final Updated Projection and the actual learner volumes that emerge through the life of the contract.

### Staff (including Key Personnel)

### 1 Key Personnel

- 1.1 The Supplier shall ensure that the Key Personnel fulfil the Key Roles during the Term.

  The Annex to this Schedule 7 lists the Key Roles, remit and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.
- 1.2 The Authority can identify any further roles as being Key Roles and, following agreement on this by the Supplier (such agreement not to be unreasonably withheld or delayed) any relevant person selected to fill those Key Roles (and details of the role itself) shall be included on the list of Key Personnel in the Annex to this Schedule 7.
- 1.3 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Schedule 12 (*Exit Management*)) unless:
  - 1.3.1 requested to do so by the Authority;
  - 1.3.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
  - 1.3.3 the person's employment or contractual arrangement with the Supplier or a Subcontractor is terminated for material breach of contract by the employee; or
  - 1.3.4 the Supplier obtains Approval (such Approval not to be unreasonably withheld or delayed).

### 1.4 The Supplier shall:

- 1.4.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.4.2 ensure that any Key Role is not vacant for any longer than 10 Working Days;
- 1.4.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death,

- unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;
- 1.4.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services and/or supply of any Products; and
- 1.4.5 ensure that any replacement for a Key Role:
- (i) has a level of qualifications and experience appropriate to the relevant Key Role; and
- (ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

## 2 Staff vetting

- 2.1 For the purposes of this paragraph 2, "**Convictions**" means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act).
- 2.2 The Supplier shall ensure that all potential Supplier Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with Students or vulnerable persons (and/or access to data or information relating to such Students or vulnerable persons) are, to the extent permitted by Law:
  - 2.2.1 questioned concerning their Convictions; and
  - 2.2.2 required to obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) where required by Law,

before the Supplier engages the potential staff or persons in the provision of the Services.

- 2.3 The Supplier shall take all necessary steps to ensure that such potential staff or persons referred to in paragraph 2.2 obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.
- 2.4 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:
  - 2.4.1 the person has disclosed and Convictions upon being questioned about their Convictions in accordance with paragraph 2.2.1;
  - 2.4.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with paragraph 2.2.2; or
  - 2.4.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier under paragraph 2.2.2.
- 2.5 In addition to the requirements of paragraphs 2.1 to 2.4, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier shall:
  - 2.5.1 comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
  - 2.5.2 ensure that it has no reason to believe that any member of Supplier Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
  - 2.5.3 ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Students or any other person.
- 2.6 The Supplier shall ensure that the Authority is kept advised at all times of any member of the Supplier Staff who, subsequent to their commencement of employment as a member of the Supplier Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not

suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Students or any other person. The Supplier shall only be entitled to continue to engage or employ such individual with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall immediately remove such individual from the Supplier Staff.

- 2.7 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in paragraphs 2.1 to 2.6 of this Schedule have been met.
- 2.8 For Supplier Staff appointed following the Effective Date who shall or may have access to IfATE Data, in addition to meeting its obligations under this paragraph 2, the Supplier shall carry out pre-employment screening meeting the HMG Baseline Personnel Security Standard (BPSS) or equivalent in accordance with Schedule 9 (*Data Handling and Security Management*).

# Annex to Schedule 7 List of Key Personnel

The content for this Schedule is as below:

**GEN2 W2** Health List of Key Personnel

## Supply Chain (including approved Subcontractors)

## 1 Appointment of Key Subcontractors

- 1.1 Where the Supplier wishes to enter into a Key Sub-Contract or replace a Key Subcontractor, it must obtain Approval, such Approval not to be unreasonably withheld or delayed. For these purposes, the Authority may withhold its Approval to the appointment of a Key Subcontractor if it reasonably considers that:
  - 1.1.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Services and/or the supply of the Products or may be contrary to the interests of the Authority and/or the TQ;
  - 1.1.2 the proposed Key Subcontractor is unreliable and/or has not provided reasonable services to its other customers or clients;
  - 1.1.3 the proposed Key Subcontractor employs unfit persons; or
  - 1.1.4 the proposed Key Subcontractor should be excluded in accordance with clause 15.8 (*Ending or extending this Contract*).
- 1.2 The Authority confirms its Approval of the appointment of the Key Subcontractors listed in Annex 1 to this Schedule 8.
- 1.3 Except where the Authority has given its Approval otherwise, the Supplier shall ensure that each Key Sub-Contract shall include:
  - 1.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract:
  - 1.3.2 a right for the Authority to enforce any provisions under the Key Sub-Contract which are capable of conferring a benefit upon the Authority;
  - 1.3.3 a provision enabling the Authority to enforce the Key Sub-contract as if it were the Supplier;
  - 1.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the

Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority; and

- 1.3.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract:
  - (i) under clauses 18.1 to 18.9.4 (Data protection and information);
  - (ii) under clause 20 (When information can be shared);
  - (iii) in respect of any obligation not to bring the Authority, the Department or the ESFA and/or the T Levels Programme into disrepute and/or otherwise diminish the trust that the public places in the Authority, the Department or the ESFA, as set out in clause 3.1.9 (How the Services must be supplied); and
  - (iv) in respect of the keeping of records and provision of information (including (as applicable) Management Information) in relation to that part of the Services being provided and/or those Products being supplied under the Key Sub-Contract.
- 1.4 The Supplier shall, as soon as reasonably practicable following a request by the Authority, provide a copy of any proposed Key Sub-Contract (and/or any Key Sub-Contract which it has entered into) to demonstrate compliance by the Supplier with its obligations under this paragraph 1.

### 2 Subcontractor information

- 2.1 If the Authority asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
  - 2.1.1 their name;
  - 2.1.2 the scope of their appointment; and
  - 2.1.3 the duration of their appointment.

# Annex 1 to Schedule 8 Key Subcontractors

Not Applicable

### Data Handling and Security Management

- The Supplier shall maintain Cyber Essentials certification and shall operate an Information Security Management System in relation to the Services that is compliant with ISO 27001 (the International Standard for Information Security Management Systems) or an equivalent standard.
- The Supplier shall have in place and maintain physical security, in line with the requirements outlined in ISO 27002 (the International Standard describing the Code of Practice for Information Security Controls), including entry control mechanisms (e.g. door access) to premises and sensitive areas.
- The Supplier shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to IT systems to ensure only authorised personnel have access to IfATE Data.
- The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect IfATE Data, including: physical security controls; Good Industry Practice policies and processes; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions, operating systems, network devices and application software; user access controls; and the creation and retention of audit logs of system use.
- The Supplier shall carry out and shall maintain records of appropriate technical risk assessments in respect of all aspects of the Supplier's handling of IfATE Data. The Supplier shall provide such records to the Authority on request and shall ensure that such records are capable of demonstrating to the Authority's reasonable satisfaction that appropriate procedures are in place to address any significant risks identified.
- The Supplier shall ensure that IfATE Data is processed and stored in a manner which enables such IfATE Data to be identified and securely deleted when required. The Supplier shall ensure that IfATE Data which is not in electronic form is kept physically separate from the data of the Supplier and any of the Supplier's other customers.
- Any IfATE Data transferred by the Supplier using electronic transfer methods across public space or cyberspace, including mail and courier systems, or third party provider networks must be encrypted to an encryption standard meeting Transport Layer Security (TLS) 1.2 or later.

- Storage of IfATE Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated requirement and shall be subject to paragraphs 9 and 10 below.
- Any portable removable media (including pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process IfATE Data to deliver or support the Services, shall be under the control and configuration management of the Supplier, shall be necessary to deliver the Services and shall be encrypted to the Advanced Encryption Standard (AES) 256 or equivalent.
- All portable IT devices (including laptops, tablets, smartphones or other devices, such as smart watches) which handle, store or process IfATE Data to deliver and support the Services, shall be under the control and configuration management of the Supplier, shall be necessary to deliver the Services and shall be full-disk encrypted to the Advanced Encryption Standard (AES) 256 or equivalent.
- 11 Whilst in the Supplier's care, all removable media and hardcopy paper documents containing IfATE Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder, a professional secure disposal organisation or an equivalent secure disposal method.
- When necessary to hand-carry removable media and/or hardcopy paper documents containing IfATE Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of the Supplier's premises.
- The Supplier shall ensure throughout the Term that it is in a position (and is able to demonstrate to the Authority's reasonable satisfaction that it is in a position) to provide a complete copy of all IfATE Data at the Authority's request at any time and on the termination or expiry of the Contract.
- At the end of the Contract or in the event of equipment failure or obsolescence, all IfATE Data, in either hardcopy or electronic format, that is physically held or logically stored on the Supplier's IT infrastructure must be securely sanitised or destroyed and accounted for in a manner that ensures that the relevant data is not retrievable using normally available methods and/or tools and which allows the Supplier to demonstrate

its compliance with this paragraph 14 at the Authority's request. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, then the Supplier shall protect the Authority's information and data until such time that it can be securely cleansed or destroyed.

- Access by Supplier Staff to IfATE Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role and have undergone pre-employment screening appropriate to the nature and sensitivity of the IfATE Data and, for Supplier Staff appointed following the Effective Date, have undergone pre-employment screening which is at least equivalent to the HMG Baseline Personnel Security Standard (BPSS).
- All Supplier Staff who handle IfATE Data must have annual awareness training in protecting information.
- The Supplier shall have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the Services is not adversely affected in the event of an incident (as set out in the Supplier's Business Continuity Plan). An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the Services. Upon request from the Authority, the Supplier will provide evidence of the effectiveness of their business continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- Any suspected or actual breach of the confidentiality, integrity or availability of IfATE Data being handled in the course of providing the Services, or any non-compliance with security standards pertaining to the Services, shall be investigated immediately and escalated to the Authority. The Supplier shall maintain audit records and event logs in respect of any such security events in accordance with documented retention policies approved by the Authority.
- The Supplier shall ensure that any IT systems and hosting environments that are used to handle, store or process IfATE Data shall be subject to independent penetration testing, to take place within the three month period immediately prior to the start of each Academic Year, to test the security of such systems and hosting environments, by a penetration testing provider that is CHECK, CREST or TIGER scheme approved.

The Supplier shall include a summary of the findings of such penetration testing and the details of any necessary remedial work carried out in the annual penetration testing report required under Schedule 2 (*Service Requirements*). In the event of security issues being identified which are ranked as "high" importance or above, the Supplier shall notify the Authority as soon as reasonably possible (and in any event within 2 Working Days), shall promptly remedy such issues, and shall promptly carry out a follow-up remediation test at the Authority's request.

- The Supplier shall ensure that any consumer-off-the-shelf software used in relation to the IfATE Data or otherwise to deliver the Services is kept up-to-date and subject to mainstream support.
- 21 The Supplier shall procure and implement security patches to address any vulnerabilities in the IT systems used to handle the IfATE Data or to deliver the Services, within a period of time appropriate to the risk the vulnerability presents.
- The Supplier shall not without the prior written agreement of the Authority store any IfATE Data outside of the UK or perform any form of IT management, support or development function from outside the UK. The Supplier shall provide the Authority with full details of any proposal to do so and shall not go ahead with any such proposal without the prior written agreement of the Authority.
- The Supplier shall undergo appropriate security assurance activities as may reasonably be determined by the Authority from time to time and shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation. This will include obtaining any necessary professional security resources required to support the Supplier's security assurance activities.
- The Supplier shall have in place and maintain a secure system for data exchange sufficient to enable the Supplier to make all required Management Information and Ofqual information returns in relation to the TQ and the Services.
- 25 Unless otherwise agreed in writing by the Authority, the Supplier shall ensure that any of their Subcontractors, third party suppliers or partners (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor's own personal service company) who could potentially access any IfATE Data meet all of the requirements in this Schedule as they apply to the Supplier and shall contractually enforce such requirements onto any such Subcontractors, third party suppliers or

partners (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor's own personal service company).

# **Business Continuity**

The content for this Schedule is as below:

**GEN2 W2 Health Business Continuity** 





# **Change Management**

# Variation Form

Variation Form / change control note (CCN) No:	Contract:	Effective Date of Variation:			
Initiated by:					
Change requested by [Supplier <b>OR</b> Authority]					
Date of request:					
Period of validity:					
This Variation Form is valid for acceptance until [DATE].					
Reason for change:					
Description and impact of the change (including to delivery and performance):					
Time limit for Impact Assessment:					
Required amendments to wording of Contract or Schedules:					
Adjustment to Charges resulting from change:					
Supporting or additional information:					
SIGNED ON BEHALF OF TH AUTHORITY		ED ON BEHALF OF THE PLIER			
Signature:	Signa	ture:			
Name:	Name	<del>)</del> :			
Position:	Positi	on:			
Date:	Date:				

#### Schedule 12

#### Exit Management

#### **PART A: GENERAL**

### 1 Exit Plan

- 1.1 The Supplier shall, within two Months after the Effective Date, deliver to the Authority an initial Exit Plan (adopting and updating the form of plan at Annex 1 to this Schedule 12) that:
  - 1.1.1 sets out the Supplier's proposed methodology for achieving an orderly transfer of the Services to the Authority and/or its Replacement Supplier on the expiry or termination of this Contract;
  - 1.1.2 complies with the requirements set out in paragraph 1.3 below; and
  - 1.1.3 is otherwise reasonably satisfactory to the Authority.
- 1.2 The Authority shall consider the initial Exit Plan and shall notify the Supplier of any amendments it believes are necessary. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 30 Working Days of the Authority requesting any amendments, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.3 The Exit Plan shall set out, as a minimum:
  - 1.3.1 how the Exit Information will be obtained;
  - 1.3.2 separate mechanisms for dealing with Ordinary Exit, Early Exit and Emergency Exit, with the provisions relating to Early Exit and Emergency Exit prepared on the assumption that the Supplier may be unable to provide the full level of assistance that is required by the provisions relating to Ordinary Exit, and to include in the case of Early Exit and Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;
  - 1.3.3 the management structure to be employed during the transfer of the Services in the event of each of an Ordinary Exit, an Early Exit and an Emergency Exit;

- 1.3.4 a detailed description of the transfer processes, including a timetable, applicable in the case of each of an Ordinary Exit, an Early Exit and an Emergency Exit;
- 1.3.5 steps the Supplier will take to mitigate the potential for and/or costs of any redundancies (if applicable) of any individual employed by either the Supplier or any Subcontractor in the provision of the Services in the event of each of an Ordinary Exit, an Early Exit and an Emergency Exit; and
- 1.3.6 without prejudice to the Supplier's obligations elsewhere in this Schedule, the scope of any further termination-related assistance that may reasonably be required by the Authority to achieve an orderly transfer of the Services to the Authority and/or its Replacement Supplier in the case of each of an Ordinary Exit, an Early Exit, and an Emergency Exit.

### 2 Updates to the Exit Plan

- 2.1 The Supplier shall review and (if appropriate) update the Exit Plan:
  - 2.1.1 following IfATE Approval;
  - 2.1.2 at least once every Academic Year;
  - 2.1.3 whenever there is a material change to the Services (including any TQ Change); and
  - 2.1.4 within 10 Working Days of the service of a Termination Notice,
    - and consider what changes (if any) are necessary to reflect the current state of the Services and the TQ at the relevant point in time and to ensure that the Exit Plan meets the requirements of this Schedule and is capable of being implemented promptly.
- 2.2 Following each review required under paragraph 2.1, the Supplier shall submit for the Authority's approval a revised draft of the Exit Plan showing any proposed amendments necessary to ensure the Exit Plan continues to meet the requirements of this Schedule. The Authority shall consider each such revised draft and shall notify the Supplier of any further amendments it believes are necessary. The Supplier shall incorporate all reasonable amendments requested by the Authority in a further revised draft of the Exit Plan. If the Parties are unable to agree the contents of a revised Exit

Plan within 30 Working Days of the Authority requesting any amendments, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.3 When the revised Exit Plan is agreed, it shall be signed by both Parties, following which it shall supersede any previous versions of the Exit Plan.

## 3 Provision of Exit Information

- 3.1 The Supplier shall provide to the Authority the Exit Information (as defined in paragraph 3.2 below) in an appropriate documentary form:
  - 3.1.1 within one Month of the date 12 Months prior to the Expiry Date (as extended by any Extension Period);
  - 3.1.2 as soon as reasonably practicable after (and in any event within one Month of) the date of service of a Termination Notice by either Party; and
  - 3.1.3 at the Authority's request on reasonable notice at any point during the Term provided that the Authority shall not make such a request more than twice in any 6 month period.
- 3.2 Subject to paragraph 3.3, the information to be provided under paragraph 3.1 shall include all such information as is reasonably necessary and sufficient to enable the Authority and/or any Replacement Supplier to take over and provide the Services and the TQ following the expiry or termination of this Contract (the "Exit Information"), and in particular shall include:
  - 3.2.1 details of all Supplier third party contracts or licences used for the provision of the Services (including any Transferable Contracts) including, where applicable, whether such contracts or licences are used by the Supplier to provide services to other customers of the Supplier, save to the extent these details are subject to an obligation of confidence to a third party that is not part of the Supplier's corporate group;
  - 3.2.2 details of all the Intellectual Property Rights used in the provision of the Services or developed as part of the Services;
  - 3.2.3 details of any IfATE Data that is in the possession or control of the Supplier or any Subcontractors or that is otherwise used in the provision of the Services;

- 3.2.4 details of any Key Materials and Ancillary Materials;
- 3.2.5 details of any ongoing projects or other work carried out under this Contract; and
- 3.2.6 in respect of all individuals engaged in providing the Services, such information as the Authority may reasonably request (subject, at all times, to any relevant Data Protection Legislation), including in an anonymised format full and accurate details of:
  - (i) the total number of such individuals;
  - (ii) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
  - (iii) their dates of commencement of employment or engagement;
  - (iv) their remuneration and other benefits;
  - (v) their other terms and conditions of employment, as applicable (including their relevant contractual notice periods and any other terms relating to termination of employment, redundancy procedures and redundancy payments);
  - (vi) their job titles and job descriptions;
  - (vii) details of any such individuals on long term sickness absence, parental leave, maternity leave, paternity leave or other authorised long-term absence;
  - (viii) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
  - (ix) details of who reports to each individual and to whom each individual reports; and
  - (x) any collective agreements that apply to them; and
- 3.2.7 any other material or information reasonably requested by the Authority.

- 3.3 The Supplier shall not be required to provide in the Exit Information any information that has already been provided to the Authority as part of the Management Information, unless that information has become outdated and/or inaccurate since it was last provided as part of the Management Information.
- 3.4 Once provided in accordance with paragraph 3.1 above, the Supplier shall provide any updates to the Exit Information to the Authority:
  - 3.4.1 on a Monthly basis (following any Month where there are changes to the Exit Information) following the earliest of the dates referred in to paragraphs 3.1.1 and 3.1.2; and
  - 3.4.2 as soon as reasonably practicable following (and in any case within one Month of) the Authority's reasonable request, provided that the Authority shall not make such a request more than twice in any 6 Month period.
- 3.5 The Exit Information shall be deemed to be Confidential Information. The Authority shall only use the Exit Information for the Exit Purposes as defined in paragraph 4.2 below, and shall ensure that such Exit Information is only disclosed within the Authority to those individuals who need to know the Exit Information for the Exit Purposes. The Authority may disclose the Exit Information to any Replacement Supplier for the Exit Purposes.

#### 4 Provision of assistance on termination or expiry

- 4.1 In connection with any expiry or termination of this Contract for whatever reason, the Parties shall perform their respective obligations as stated in the Exit Plan, and without prejudice to the generality of this obligation:
  - 4.1.1 the Supplier shall provide to the Authority and/or any Replacement Supplier (as applicable) all reasonable assistance requested by the Authority for the transfer of the Services and the TQ from the Supplier to the Authority and/or the Replacement Supplier (as applicable) with the minimum of disruption and inconvenience to Students and Stakeholders;
  - 4.1.2 the Supplier shall provide the Authority with:
    - (i) a complete copy of all Key Materials;

- (ii) a complete copy of any Ancillary Materials that have not previously been provided or that have been updated since they were last provided; and
- (iii) at the Authority's request, further copies of any Ancillary Materials previously provided;
- 4.1.3 the Supplier shall provide the Authority or, at the Authority's request, any Replacement Supplier, with a copy of all IfATE Data that is in the possession or control of the Supplier or any Subcontractors or that is otherwise used in the provision of the Services;
- 4.1.4 the Supplier shall provide any additional information reasonably required by the Authority to understand and access any data or information provided by the Supplier; and
- 4.1.5 at the Authority's request, the Supplier shall enter into a period of parallel running of the Services alongside the running of any Replacement Services and shall use its reasonable endeavours to facilitate a phased transfer of the Services to the Authority and/or any Replacement Supplier (but only where that phased transfer does not impact on the Supplier's ability to deliver the Services that it remains responsible for providing under this Contract).
- 4.2 Without prejudice to the terms of clause 13 (*Intellectual Property Rights*), the Supplier hereby grants to the Authority a worldwide, royalty free licence (with a right to sublicense to any Replacement Supplier) to use any information, data, software or materials referred to in the Exit Information or provided by the Supplier or its Subcontractors in the performance of the Supplier's obligations under this paragraph 4. The Authority and any Replacement Supplier sub-licensees may only use such information, data, software and materials for such purposes and for such period as is reasonably necessary to ensure an orderly transfer of the Services to the Authority or a Replacement Supplier that minimises disruption and inconvenience to Students and Stakeholders ("Exit Purposes").
- 4.3 In the event of an Emergency Exit, the Supplier shall grant or procure the grant to the Authority and any Replacement Supplier the right during any Transition Period and on termination of this Contract to access and use the IT systems used by the Supplier (including software and databases) insofar as such access and use is necessary in order to enable an orderly transfer of the Services to the Authority and/or its

Replacement Supplier on the termination of this Contract, and the Supplier shall provide such access, information and credentials as are required for the Authority and/or Replacement Supplier to access such systems for such purposes.

### 5 <u>Transferable Contracts</u>

- 5.1 During the period beginning 6 Months prior to the End Date or following the service of a Termination Notice by either party, the Supplier shall not without the Authority's prior written consent terminate, enter into or vary:
  - 5.1.1 any Transferable Contract; or
  - 5.1.2 any other Sub-Contract, except to the extent such change does not or will not affect the provision of the Services or the Charges.
- 5.2 On expiry or termination of this Contract for any reason, the Supplier shall at the Authority's request assign, novate or procure the novation of the Supplier's interest in the Transferable Contracts to the Authority or a Replacement Supplier.

#### 6 Costs of assistance on termination or expiry

- 6.1 Save in respect of the provision of the Services (for which the Supplier shall continue to be remunerated in accordance with Schedule 6 (*Pricing Schedule*)):
  - 6.1.1 where the Contract is terminated by the Authority as a result of a Supplier Termination Event under clause 15.3 (Ending or extending this Contract) or where the Contract is wrongfully terminated or repudiated by the Supplier, the Parties' costs of compliance with paragraph 4 shall be borne by the Supplier; and
  - 6.1.2 where the Contract is terminated by the Supplier under clause 15.5 (*Ending or extending this Contract*) or where the Contract is wrongfully terminated or repudiated by the Authority, the Parties' costs of compliance with paragraph 4 shall be borne by the Authority.
- 6.2 References to "costs" in paragraph 6.1 shall be deemed to refer only to direct, reasonable and verifiable costs (which, in the case of the Supplier, shall be calculated in accordance with the Rate Card). Both Parties shall use all reasonable endeavours to mitigate such costs and, to the extent reasonably practicable, each Party shall notify

and obtain the consent of the other Party before incurring any costs for which the other Party would be liable under paragraph 6.1.

6.3 Subject to paragraph 6.1, each Party shall bear its own costs of compliance with this Schedule.

#### 7 General

- 7.1 The Supplier warrants to the Authority that all the information provided under paragraphs 3 and 4 shall conform to the requirements of this Contract or, where there are no such requirements, shall be prepared in accordance with Good Industry Practice.
- 7.2 Except as otherwise stated in the Exit Plan:
  - 7.2.1 the obligations in paragraphs 4 and 5 shall be in addition to, and not in substitution for, the provision of the Services; and
  - 7.2.2 subject to the continued payment of the Charges in accordance with the terms of this Contract, the Supplier shall continue to provide, and the Authority shall continue to receive, the Services during the Term in accordance with the terms and conditions of this Contract.

#### PART B: EMPLOYMENT

#### 8 <u>Employment exit provisions</u>

- 8.1 This Contract envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part ("Subsequent Transfer"). If a Subsequent Transfer is a Relevant Transfer, then the Authority or Replacement Supplier will inherit liabilities in respect of the Relevant Employees with effect from the Relevant Transfer Date.
- 8.2 The Supplier shall and shall procure that any Subcontractor shall on receiving notice of termination of this Contract or otherwise, on request from the Authority and at such times as required by TUPE, provide in respect of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services, the Supplier's Provisional Supplier Personnel List and the Staffing Information together with any

additional information required by the Authority, including information as to the application of TUPE to each individual listed on the Supplier's Provisional Supplier Personnel List. The Supplier shall notify the Authority of any material changes to this information as and when they occur.

- 8.3 At least 28 days prior to the Relevant Transfer Date, the Supplier shall and shall procure that any Subcontractor shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Supplier, the Supplier's Final Supplier Personnel List, which shall be complete and accurate in all material respects. The Supplier's Final Supplier Personnel List shall identify which of the Supplier's and Subcontractor's personnel named are Relevant Employees.
- 8.4 The Authority shall be permitted to use and disclose the Supplier's Provisional Supplier Personnel List, the Supplier's Final Supplier Personnel List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services that are substantially the same type of services as (or any part of) the Services.
- 8.5 The Supplier warrants to the Authority and the Replacement Supplier that the Supplier's Provisional Supplier Personnel List, the Supplier's Final Supplier Personnel List and the Staffing Information ("TUPE Information") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Supplier's Final Supplier Personnel List.
- 8.6 The Supplier shall and shall procure that any Subcontractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 8.7 Any change to the TUPE Information which would increase the total employment costs of the staff in the 12 months prior to the Expiry Date and/or the period following the date of service of a Termination Notice by either Party, shall not (so far as reasonably practicable) take place without the Authority's prior written consent, unless such changes are required by law. The Supplier shall and shall procure that any Subcontractor shall supply to the Authority full particulars of such proposed changes and the Authority shall be afforded reasonable time to consider them.
- 8.8 In the 12 months prior to the Expiry Date and the period following the date of service of a Termination Notice by either Party, the Supplier shall not and shall procure that any Subcontractor shall not materially increase or decrease the total number of staff listed on the Supplier's Provisional Supplier Personnel List, their remuneration, or

- make any other change in the terms and conditions of those employees without the Authority's prior written consent.
- 8.9 The Supplier shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Supplier's Personnel, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance, pension contributions and otherwise, up to the Relevant Transfer Date.
- 8.10 The Supplier shall indemnify and keep indemnified in full the Authority and at the Authority's request each and every Replacement Supplier against all Employee Liabilities relating to:
  - 8.10.1 any person who is or has been employed or engaged by the Supplier or any Subcontractor in connection with the provision of any of the Services; or
  - 8.10.2 any trade union or staff association or employee representative,

arising from or connected with any failure by the Supplier and/or any Subcontractor to comply with any legal obligation, and whether any such claim arises or has its origin before or after the Relevant Transfer Date.

- 8.11 The Authority will and/or shall ensure that any Replacement Supplier will indemnify and keep indemnified in full the Supplier against any liability to the extent only arising from any failure by the Authority and/or any Replacement Supplier to comply with their obligations under TUPE.
- 8.12 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 8.13 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply in respect of paragraph 8.2 to paragraph 8.10 to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Authority in its own right under the Contracts (Rights of Third Parties) Act 1999.
- 8.14 Despite paragraph 8.13, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

# Schedule 12: Annex 1

# Exit Plan

The content for this Annex is contained in a separate file at:

**GEN2 W2 Health Q10.4 Exit Plan** 

# Schedule 12 Annex 1

# Exit Plan

## Schedule 12 Annex 1

**Entry Transition Plan** 

# Schedule 13

# Form of Guarantee

Not Applicable

# Schedule 14

Intellectual Property Assignment and Licence

# THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

and

[Supplier]

INTELLECTUAL PROPERTY
ASSIGNMENT AND LICENCE IN
RELATION TO
THE [xxx] T LEVEL TECHNICAL
QUALIFICATION

[DN: The highlighted details above are to be completed at the Contract award stage]

#### THIS ASSIGNMENT AND LICENCE is made on

#### **BETWEEN:**

- (1) THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("Authority"); and
- (2) [DN: Insert Supplier name and details at Contract award stage] ("Supplier"), each a "Party" and together the "Parties".

#### **BACKGROUND TO THIS ASSIGNMENT AND LICENCE**

- (A) The Authority and the Supplier have entered into a contract on the date of this Assignment and Licence for the design, development and delivery of the technical education qualification element ("TQ") for the [DN: Relevant pathway to be inserted at Contract award stage] T Level ("the TQ Agreement").
- (B) The Supplier has agreed to assign certain intellectual property rights to the Authority, and to licence certain intellectual property rights to the Authority in connection with the TQ. The Authority has agreed to grant a licence back to the Supplier in relation to certain assigned intellectual property rights.
- (C) This Assignment and Licence, together with the TQ Agreement sets out the agreed terms of such assignment and licences.

#### 1 Assignment and Licence start, formation and interpretation

- 1.1 This Assignment and Licence is legally binding from the Effective Date until it ends in accordance with its terms.
- 1.2 In this Assignment and Licence, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this clause 1 or, where no definition is given in this clause 1, Schedule 1 to the TQ Agreement.
- 1.3 If a capitalised expression does not have an interpretation in this clause 1 or Schedule 1 to the TQ Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.4 In this Assignment and Licence, unless the context otherwise requires:
  - 1.4.1 the singular includes the plural and vice versa;

- 1.4.2 reference to a gender includes the other gender and the neuter;
- 1.4.3 references to a person include an individual, company, body corporate, Corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.4.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
- 1.4.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.4.6 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- 1.4.7 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.4.8 references to "clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Assignment and Licence and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.4.9 references to "paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedule unless otherwise provided; and
- 1.4.10 the headings in the Assignment and Licence are for ease of reference only and shall not affect the interpretation or construction of this Agreement and Licence.
- 1.5 In this Assignment and Licence, unless the context otherwise requires, the following words shall have the following meanings:

"Ancillary Materials" means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier.

Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) documentation which provides an overview or analysis of Student performance (including chief examiner and chief moderator reports), which include but are not limited to, examples of student responses to assessment questions and/or tasks as well as narrative explaining why students did well/ less well on individual items/ components/ subcomponents);
- (f) data on Student credits;
- (g) data on Student appeals;
- (h) data on special considerations for Students;
- (i) the Assessment Strategy;
- (j) Student registrations;
- (k) draft materials in preparation for forthcoming assessments;
- (I) the Key Dates Schedule (in respect of forthcoming assessments);
- (m) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ;
- (n) materials from completed assessments, such as completed Students' examination answer booklets; and

#### (o) TQ Live Assessment Materials

"Approval" has the same meaning as in the TQ Agreement;

"Assigned Rights" means the Intellectual Property Rights in the Key Materials;

"Authority Authorised Representative" has the same meaning as in the TQ Agreement;

"Background IPR" means any IPR owned by a Party prior to the Effective Date or created or developed by a Party otherwise than in the provision of the Services or under or in connection with the TQ Agreement, but does not include IPR in Key Materials;

"Beneficiary" means a Party having (or claiming to have) the benefit of an indemnity under this Assignment and Licence;

"Claim" means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Assignment and Licence;

"Continuing Activities" means activities of the Supplier under the TQ Agreement which continue following the end of the second Academic Year for the final Exclusive Cohort (each as defined in the TQ Agreement) in relation to the TQ as offered by the Supplier, such as retakes, appeals, and any ongoing records management contracted to the Supplier;

"Default" means any breach of the obligations of the Supplier (including abandonment of the Assignment and Licence in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Assignment and Licence and in respect of which the Supplier is liable to the Authority;

"Deliverables" means all information and data the Supplier creates, identifies for use, or uses as part of or for the Operation of the TQ, including Products and Management Information;

"Dispute" means any claim, dispute or difference which arises out of or in connection with this Assignment and Licence or in connection with the negotiation, existence, legal validity, enforceability or termination of this Assignment and Licence, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

"Effective Date" means the date on which the last Party to sign has signed this Assignment and Licence;

"Final Approval Milestone" has the meaning given in the TQ Agreement;

"Future Supplier" means any Awarding Organisation appointed, at any point in the future and including any Replacement Supplier, to operate one or more T Level technical education qualifications by or at the direction of the Authority from time to time, and where the Authority is operating a T Level technical education qualification, shall also include the Authority;

"Indemnifier" means a Party from whom an indemnity is sought under this Assignment and Licence;

# "Insolvency Event" means:

- (a) in respect of a company:
  - (i) 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; or
  - (ii) 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); or
  - (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working 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; or
  - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
  - (v) 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; or
  - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

- (vii) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (b) where the person is an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
- (c) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

## "Intellectual Property Rights" or "IPR" means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"IPR Claim" means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under the TQ Agreement or this Assignment and Licence;

"**Key Materials**" means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably require ownership include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or otherwise reproduce such materials (in whole or in part), to supply or communicate the same, or to be able to control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

Key Materials shall include:

- (a) specifications of content for each TQ including core and all specialist components;
- (b) assessment guidelines (for Providers);
- (c) quality assurance requirements (for Providers);
- (d) specimen assessment materials;
- (e) standards exemplification materials;
- (f) supplementary specimen assessment materials
- (g) employer set project guide exemplar responses
- (h) employer set project grade exemplar responses
- (i) updates or redevelopments of specifications of content;
- (j) updates and redevelopments of any Key Materials; and
- (k) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

#### Key Materials shall not include:

- (1) Support Materials, insofar as they are not part of any of the expressly included items listed above;
- (2) question banks insofar as they are not part of any of the included items listed above and are not developed for the TQ; and
- (3) any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing post-extraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

"**Know-How**" means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services;

"Law" means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;

"Losses" means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;

#### "New IPR" means:

- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the TQ Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
- (b) IPR in or arising as a result of the performance of the Supplier's obligations under the TQ Agreement and all updates and amendments to the same,

but shall not include any IPR owned by the Supplier prior to the Effective Date;

"Operate" in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a T Level technical education qualification or not); and "Operation" and other cognate terms shall have a corresponding meaning;

"Party" means the Authority or the Supplier and "Parties" means both of them where the context permits;

"Product" has the meaning given in the TQ Agreement;

"**Provider**" means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students;

"Replacement Services" means any services which are substantially similar to any of the Services (including the supply of any Products) and which the Authority receives in substitution

for any of the Services, whether those services are provided by the Authority internally and/or by any third party;

"Replacement Supplier" has the meaning given in the TQ Agreement;

"Required Insurances" has the meaning given in the TQ Agreement;

"Services" means the services as described in Schedule 2 to the TQ Agreement (Service Requirements) including any Additional Services as defined in the TQ Agreement;

"**Termination Notice**" means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Assignment and Licence on a specified date and setting out the grounds for termination:

"Third Party IPR" means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

"TQ Agreement" has the meaning given in recital A (above);

"Transparent" means that students and employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

"Working Day" means any day other than a Saturday or Sunday or public holiday in England and Wales.

#### 2 <u>Assignment</u>

- 2.1 Pursuant to and for the consideration set out in the TQ Agreement, the Supplier assigns to the Authority, absolutely with full title guarantee all its right, title and interest in and to all of the Intellectual Property Rights in the Key Materials (which, for the avoidance of doubt, includes the Guide Standard Exemplification Materials) including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights on or after the date of this Assignment and Licence. Such assignment shall take place on the earlier of:
  - 2.1.1 the creation of any relevant materials known to be Key Materials;

- 2.1.2 the identification by the Supplier of the use of the relevant materials as part of the TQ; and
- 2.1.3 delivery of the relevant Key Materials to the Authority, or Operation of the TQ by the Supplier.
- 2.2 With the exception of Guide Standard Exemplification Materials, all Key Materials are relevant course documents for the purposes of section A2D3(4) of the Apprenticeships, Skills, Children and Learning Act 2009, and on approval of the TQ at the Final Approval Milestone and on any subsequent Approval, to the extent that any copyright or any rights in copyright forming part of the Assigned Rights have not then been assigned to and vested absolutely in the Authority, they shall be transferred to the Authority by operation of statute in accordance with section A2IA of the Apprenticeships, Skills, Children and Learning Act 2009. Intellectual Property Rights in the Guide Standard Exemplification Materials is assigned to the Authority by virtue of 2.1 above.

#### 3 <u>Licences to the Authority</u>

- 3.1 The Supplier hereby grants to the Authority (and the Authority shall have, in addition to any retained rights under clause 13.8 of the TQ Agreement) a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, exploit and sub-license the IPR in the Ancillary Materials and the Supplier's Background IPR and, in respect of any IPR in Key Materials, in each case to the extent that the same are not at the relevant time vested absolutely in the Authority, as necessary to enable the Authority (and its sub-licensees) to:
  - 3.1.1 use the Key Materials and Ancillary Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and
  - 3.1.2 to use the Key Materials and the Ancillary Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials and the Ancillary Materials:
    - for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and

- (ii) to deliver and Operate the TQ and any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
- 3.1.3 otherwise to receive and use the Services and the Deliverables and allow any Future Supplier to use the Deliverables; and
- 3.1.4 to sub-license others to exercise the rights set out in this clause 3.1.
- 3.2 The Authority agrees that it shall use any Ancillary Materials which fall solely within element (I) of the definition of Ancillary Materials (being "lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ") only for the purposes of planning for or executing an Emergency Exit.

# 4 <u>Licence to the Supplier</u>

4.1 The Authority hereby grants to the Supplier, in respect of the Assigned Rights, a worldwide, royalty free, perpetual and irrevocable non-exclusive licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during and after the Term, but not, save as provided in the TQ Agreement, to use the same as part of a T Level, such licence being subject to clauses 13.13 and 13.14 of the TQ Agreement (which for these purposes shall survive any termination or expiry of the TQ Agreement).

# 5 <u>Warranties and representations</u>

- 5.1 The Supplier warrants and represents (on the Effective Date and on any relevant assignment or grant of licence taking effect) that:
  - 5.1.1 it is or will be the sole legal and beneficial owner of, and that it owns all the rights and interests in the Assigned Rights no later than the time for assignment specified in clause 2.1 or when they are assigned in accordance with clause 13.2.1 of the TQ Agreement, save for Assigned Rights other than New IPR, in respect of which it has previously notified the Authority and the Authority has agreed in writing that this warranty shall not apply;
  - 5.1.2 where it is not the sole legal and beneficial owner of the Assigned Rights, including the

Assigned Rights which are to be used or embodied in any Key Materials, it has established that all owners of such rights consent to their assignment and transfer

absolutely to the Authority;

- 5.1.3 it has all the necessary right and title to grant all the licences granted to the Authority under this Assignment and Licence and the TQ Agreement;
- 5.1.4 it has not licensed or assigned and of the Assigned Rights other than pursuant to this Assignment and Licence or the TQ Agreement;
- 5.1.5 the Assigned Rights are free from any security interest, option, mortgage, change or lien;
- 5.1.6 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 5.1.7 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 5.1.8 the use of the Key Materials and Ancillary Materials, and exploitation of the Assigned Rights by the Supplier in the provision of the Services and Deliverables or by the Authority in receiving and using the Services and Deliverables or procuring any Replacement Services or by aby Future Supplier in Operating any Replacement Services, will not infringe the rights of any third party; and
- 5.1.9 the Key Materials are its original work and have not been copied wholly or substantially

from any other source.

#### 6 Indemnity

- 6.1 Subject to clause 19, if there is an IPR Claim, the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 6.2 If an IPR Claim is made or anticipated, the Supplier must at its own expense and the Authority's sole option, either:
  - 6.2.1 obtain for the Authority the rights in clause 2.1 and 3.1 without infringing any Third Party IPR; or
  - 6.2.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

## 7 Moral rights

7.1 The Supplier shall procure written absolute waivers from all authors of the Key Materials and Ancillary Materials in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Key Materials and Ancillary Materials and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

#### 8 Ending or extending the Assignment and Licence

- 8.1 This Assignment and Licence ends if terminated by the Authority for any reason set out in this Assignment and Licence.
- 8.2 If any of the following events happen, the Authority has the right to immediately

  Terminate this Assignment and Licence or any of the licences granted under this

  Assignment and Licence by issuing a Termination Notice to the Supplier (in the latter case specifying the relevant licences):
  - 8.2.1 a Default incapable of remedy;
  - 8.2.2 a Default capable of remedy that us not corrected within 30 days; and
  - 8.2.3 anything occurs which entitles the Authority to terminate the TQ Agreement.

## 9 <u>Claims against third parties</u>

9.1 The Supplier may take any action it considers appropriate or necessary, subject to the Authority's prior written consent, not to be unreasonably withheld or delayed, if there is a breach, other than in connection with the TQ, by a third party of the Authority's rights in any IPR licensed to the Supplier under clause 4, and the Authority agrees to provide all such assistance as the Supplier may reasonably require (subject to meeting the Authority's reasonably agreed costs and expenses and the Supplier hereby indemnifying the Authority in respect of any loss, damage or liability the Authority incurs by reason of any such action).

#### 10 Further assurance

- 10.1 At the Authority's expense the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment and Licence and the TQ Agreement, including:
  - 10.1.1 registration of the Authority as applicant or (as applicable) proprietor of the Assigned Rights; and
  - 10.1.2 assisting the Authority in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Authority against or by any third party relating to the Assigned Rights.
- 10.2 The Supplier appoints the Authority to be its attorney in its name and on its behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Authority to obtain for itself or its nominee the full benefit of this Assignment and Licence.
- 10.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Supplier's obligations under this Assignment and Licence and the proprietary interest of the Authority in the Assigned Rights and so long as such obligations of the Supplier remain undischarged, or the Authority has such interest, the power may not be revoked by the Supplier, save with the consent of the Authority.
- 10.4 Without prejudice to clause 10.2, the Authority may, in any way it thinks fit and in the name and on behalf of the Supplier:
  - 10.4.1 take any action that this Assignment and Licence requires the Supplier to take;
  - 10.4.2 exercise any rights which this Assignment and Licence gives to the Supplier; and
  - 10.4.3 appoint one or more persons to act as substitute attorney(s) for the Supplier and to exercise such of the powers conferred by this power of attorney as the Authority thinks fit and revoke such appointment.
- 10.5 The Supplier undertakes to ratify and confirm everything that the Authority and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 10.

#### 11 How much each Party can be held responsible for

- 11.1 Each Party's total aggregate liability under this Assignment and Licence (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1 million
- 11.2 No party is liable to the other for:
  - 11.2.1 any indirect Losses; or
  - 11.2.2 loss if profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)
- 11.3 The limitation of liability set out in clause 11.1 does not apply to either Party in relation to the following:
  - its liability for death or personal injury caused by its negligence, or that of its employees, against or subcontractors;
  - 11.3.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
  - any liability that cannot be excluded or permitted by Law.
- 11.4 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Assignment and Licence, including where any such Losses are covered by an indemnity.
- 11.5 When calculating the Supplier's liability under clause 11.1, Losses covered by Required Insurances will not be taken into consideration.

#### 12 Invalid parts of this Assignment and Licence

12.1 If any part of this Assignment and Licence is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be removed from this Assignment and Licence as much as required and rendered ineffective as far as possible without affecting the rest of the Assignment and Licence, or whether it is valid or enforceable.

#### 13 No other terms apply

- 13.1 Except as otherwise expressly provided in this Assignment and Licence or in the TQ Agreement, the provisions incorporated into this Assignment and Licence are the entire agreement between the Parties. The Assignment and Licence replaces all previous statements and agreements whether written or oral. No other provisions apply.
- 13.2 Variation of this Assignment and Licence is only effective if agreed in writing and signed by both Parties.

#### 14 Other people's rights in this Assignment and Licence

14.1 No third parties may use the Contracts (Rights of Third Parties) Act ("CRTPA") to enforce any term of this Assignment and Licence unless stated (referring to CRTPA) in this Assignment and Licence. This does not affect third party rights and remedies that exist independently from CRTPA.

#### 15 Relationships created by this Assignment and Licence

15.1 This Assignment and Licence does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

#### 16 Giving up contract rights

16.1 A partial or full waiver or relaxation of the terms of this Assignment and Licence is only valid if it is stated to be a waiver in writing to the other Party.

#### 17 Transferring responsibilities

- 17.1 The Supplier must not assign this Assignment and Licence without Approval.
- 17.2 The Authority can assign, novate or transfer this Assignment and Licence or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 17.3 The Supplier must enter into a novation agreement in the form that the Authority specifies in order to use its rights under clause 17.2.

17.4 The Supplier can terminate this Assignment and Licence if it is novated under clause 17.2 to a private sector body that is experiencing an Insolvency Event.

#### 18 How to communicate about this Assignment and Licence

- 18.1 All notices under this Assignment and Licence must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 18.2 Notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Authority's Head of Commercial Delivery Management (xxx@education.gov.uk) and the Authority's General Counsel (xxx@education.gov.uk).
- 18.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

#### 19 Dealing with claims

- 19.1 If a Beneficiary is notified or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 19.2 At the Indemnifier's cost the Beneficiary must both:
  - 19.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - 19.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 19.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 19.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 19.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

- 19.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 19.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
  - 19.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - 19.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

#### 20 Resolving disputes

- 20.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 20.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 20.3 to 20.5.
- 20.3 Unless the Authority refers the Dispute to arbitration using clause 20.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
  - 20.3.1 determine the Dispute;
  - 20.3.2 grant interim remedies, or any other provisional or protective relief.
- 20.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 20.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 20.4, unless the

Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 20.4.

20.6 The Supplier cannot suspend the performance of this Assignment and Licence during any Dispute.

# 21 Which law applies

21.1 This Assignment and Licence and any issues arising out of, or connected to it, are governed by English law.

#### <u>ANNEX</u>

#### **IPR Assurance Certificate**

This certificate is given pursuant to clause 13.9 of the agreement ("Contract") between the Institute for Apprenticeships and Technical Education ("Authority") and the supplier named below ("Supplier"), and the Intellectual Property Assignment and Licence between the Authority and the Supplier (which also forms Schedule 14 of the Contract) ("Assignment and Licence").

#### **Guidance:**

When to complete this certificate: This certificate should be completed in respect of each Deliverable (as defined in the Contract) which is made available to the Authority under the Contract, and a completed certificate should be supplied to the Authority with that Deliverable. This includes updates to existing Deliverables.

*Purpose of this certificate*: This certificate is intended to confirm that the specific Deliverable fully complies with the intellectual property provisions of the Contract. A copy of the certificate will be retained by the Authority as evidence of the intellectual property position.

#### **Supplier Declaration:**

We (being the Supplier named below) confirm that the Deliverable(s) supplied together with (or shortly before or after) this certificate, all elements of which are listed in either Table 1 or Table 2 below<sup>2</sup>, comply with the intellectual property provisions in the Contract, in particular the applicable warranties set out in clause 5 of the Assignment and Licence.

We confirm that the Deliverable(s) either:

- (i) contain no third party intellectual property rights, or
- (ii) contain third party intellectual property rights and we have obtained the consent of the applicable third party:
  - in the case of Key Materials, to their assignment and transfer to the Authority; and/or
- in the case of Ancillary Materials, to their licence to the Authority, in each case on the terms and conditions of the Contract and Assignment and Licence.

We confirm that this certificate overrides any statement or copyright notice forming part of the Deliverable(s) which is in any way inconsistent with this certificate. We agree that this certificate does not detract in any way from the rights granted to the Authority in the Contract.

#### **Key Materials**

We confirm that the Deliverable(s) set out in Table 1 below, or the elements of the Deliverable(s) set out in Table 1 below, are Key Materials, as defined in the Contract:

<sup>&</sup>lt;sup>1</sup> The parties have agreed to replace the certificate in the form set out in the Annex to Schedule 14 of the Contract with this completed version, which lists Deliverables that are being made available to the Authority. For the avoidance of doubt, an additional completed version of this certificate may be produced for a Deliverable in the event that the Deliverable is updated and made available to the Authority. No Deliverable(s) listed on this and any other certificate shall be removed or replaced unless otherwise specified by the Authority.

<sup>&</sup>lt;sup>2</sup> If, by exception, the Supplier asserts that the Deliverable includes elements which are neither Key Materials nor Ancillary Materials, this should be notified in writing to the Authority prior to the relevant Deliverable being made available to the Authority.

Table 1

TQ Deliverable	Component	Filename/Title	Version	Date submitted	Key Material Applicable Rights
Deliverable name (e.g.	Occupational Specialism	Filename as saved / visible to end users who will download the file	number as submitted	version was submitted to the Authority	Set out elements which are Key Materials, or confirm "entire Deliverable"

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 1 as Key Materials, have vested or hereby vest in the Authority pursuant to the Assignment and Licence.

# **Ancillary Materials**

We confirm that the Deliverable(s) set out in Table 2 below, or the elements of the Deliverable set out in Table 2 below are Ancillary Materials, as defined in the Contract:

Table 2

TQ Deliverable	Component	Filename/Title	Version	Date submitted	Ancillary Material Applicable Rights
Set out the Product /	Record "N/A" if	Filename as saved / visible to end users who will download	Version	Date the final	Set out elements
Deliverable name	not applicable	the file	number as	version was	which are Ancillary
(e.g. "Assessment			submitted	submitted to the	Materials, or
Strategy"			and	Authority	confirm "entire
			recorded		Deliverable"
			on the		
			Deliverable		

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 2 as Ancillary Materials, are licensed to the Authority on the terms and conditions of and pursuant to the Assignment and Licence.

Signed for and on behalf of the Supplier:

Signed by	
[Supplier]	
Director:	
Signature:	
Signed by	
THE INSTITUTE FO	R APPRENTICESHIPS AND TECHNICAL EDUCATION
Director:	
Signature:	

#### Schedule 15

## **Monitoring of Performance**

### 1 Self monitoring

- 1.1 The Supplier shall monitor its performance of the Services (other than the Initial Development Services) and (where applicable) the supply of the Products against each KPI (in the manner set out in paragraph 1.2) and shall deliver to the Authority Authorised Representative the Operational Delivery Report in accordance with paragraph 3 (Operational Delivery Report and Performance Review Meetings).
- 1.2 The Supplier shall, in respect of each KPI, apply the applicable Performance Monitoring Methodology to such KPI to assess the Supplier's performance of such relevant KPI during the relevant Performance Monitoring Period.

# 2 What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Services and (where applicable) supply the Products to meet or exceed the Target Service Level for each KPI.
- 2.2 If, in any Contract Month in which a Performance Monitoring Period for a KPI ends, the Supplier fails to achieve the Target Service Level for that KPI ("Service Failure"), the Supplier shall submit to the Authority (as part of the Operational Delivery Report for that Contract Month) for Approval an improvement plan ("KPI Improvement Plan") setting out:
  - 2.2.1 the reasons for such Service Failure; and
  - 2.2.2 what steps the Supplier proposes to take to:
    - (i) mitigate the impact of the Service Failure;
    - (ii) rectify the event, matter or circumstances giving rise to the Service Failure (including details of the proposed timings for such rectification); and
    - (iii) prevent the Service Failure from recurring.

- 2.3 The Authority shall (as soon as reasonably practicable following receipt of the KPI Improvement Plan) either:
  - 2.3.1 confirm to the Supplier that the KPI Improvement Plan is Approved and following receipt of such Approval the Supplier shall:
    - (i) carry out and complete all of the actions in accordance with the approved KPI Improvement Plan; and
    - (ii) report on its progress against such KPI Improvement Plan in each and every Performance Review Meeting which occurs whilst the Supplier is (or should be, if it was complying with its obligations under this Contract) carrying out and completing the actions in accordance with the KPI Improvement Plan; or
  - 2.3.2 confirm to the Supplier that the Authority is not satisfied with the KPI Improvement Plan and/or that the steps proposed by the Supplier in the KPI Improvement Plan will address the matters referred to in paragraph 2.2.1, in which case the provisions of clause 14.2 (What may happen if there are issues with your provision of the Services) shall apply.

#### 2.4 Where:

- 2.4.1 the Supplier fails to provide a KPI Improvement Plan in accordance with paragraph 2.2; or
- 2.4.2 following Approval by the Authority of the KPI Improvement Plan in accordance with paragraph 2.3, the Supplier fails to carry out and/or complete the actions in accordance with the KPI Improvement Plan (as Approved),

then such failure shall be deemed to be a Critical Service Failure.

#### 3 Operational Delivery Report and Performance Review Meetings

3.1 Within 5 Working Days after the end of each Contract Month, the Supplier shall deliver to the Authority Authorised Representative the Operational Delivery Report in respect of the performance by the Supplier of the Services and (where applicable) the supply

of the Products) during the Contract Month just ended together with updated versions (meeting, where applicable, all of the requirements of the relevant Product Description) of the following:

- 3.1.1 the Implementation and Delivery Plan;
- 3.1.2 the Resource Plan;
- 3.1.3 the Risk Register
- 3.1.4 the Issues Log
- 3.1.5 the Assessment Strategy; and
- 3.1.6 any draft version of the Key Dates Schedule that the Supplier intends shall (if Approved) become the Key Dates Schedule for the purposes of this Contract from time to time.
- 3.2 Within 5 Working Days of receipt by the Authority Authorised Representative of the Operational Delivery Report for the relevant Contract Month, the Parties shall attend a meeting to discuss the content of the relevant Operational Delivery Report (the "Performance Review Meeting") at such location and time (within normal business hours) as the Authority shall reasonably require and such Performance Review Meeting shall:
  - 3.2.1 be attended by the Authority Authorised Representative and the Supplier Authorised Representative and/or such other senior representatives of either Party as the Authority Authorised Representative and/or the Supplier Authorised Representative shall reasonably require (having regard to the matters to be discussed at the relevant Performance Review Meeting); and
  - 3.2.2 be fully minuted by the Supplier and the minutes shall be circulated by the Supplier to all attendees at the relevant Performance Review Meeting (and any other recipients agreed at the relevant meeting) as soon as reasonably practicable following the relevant Performance Review Meeting.
- 3.3 The minutes of the preceding Contract Month's Performance Review Meeting will be agreed and signed by both the Authority Authorised Representative and the Supplier Authorised Representative at or prior to the following Performance Review Meeting.
- 3.4 Without prejudice to clause 9 (*Record keeping, monitoring and reporting*), the Supplier shall provide to the Authority such additional information and/or documentation as the

Authority may reasonably require in order to verify the Supplier's compliance with its obligations under this Contract, including to verify:

- 3.4.1 whether a Service Failure has occurred; and/or
- 3.4.2 the level of the performance by the Supplier of the whole or any part of the Services and (where applicable) the supply of the Products.

and the Supplier shall provide such information and/or documentation within such time period as the Authority shall reasonably specify at the time of making the request for such information and/or documentation.

# Schedule 15: Annex 1 – Key Performance Indicators

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
1.The Supplier has in place clear and TQ specific arrangements to approve Eligible Providers and monitor Approved Providers and (i) completes the relevant processes for approval quickly upon application and (ii) carries out the required monitoring	TQ Provider approval and monitoring services – paragraph 3	(i) 100% of applications from Eligible Providers decided within 30 Working Days of receipt of application; and (ii) Supplier has carried out the required monitoring in accordance with the Implementation and Delivery Plan and/or the Assessment Strategy.	Each Contract Month following IfATE Approval	Management Information in relation to:  (i) Eligible Providers that have applied for approval and in respect of which a decision has been made; and  (ii) details of monitoring undertaken.	Performance measurement will include Eligible Providers new to the Supplier as well as the Supplier's existing Eligible Providers who have applied to have their approval extended to include the TQ.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
2.Supplier has ensured that Approved Providers are clear about what they are expected to teach and to what standard of attainment, and about how Students will be assessed	Initial TQ deliverables and development services – paragraph 2 TQ Provider support services – paragraph 4 TQ live assessment design and delivery – paragraph 6	80% of Approved Providers that have responded to the survey, rating at least 4 on a 1-5 scale.  The target performance scale will use 2 positive, 2 negative and 1 neutral response.  (For example (noting that the exact wording of the descriptors may vary)  where 5 = very clear 4 = mostly clear 3 = moderately clear	During the Summer Term each Academic Year from September 2026	The Authority shall undertake or commission a survey of Approved Providers delivering the TQ	Online questionnaire to Approved Providers delivering the TQ in the relevant Academic Year. This survey should achieve a minimum response rate of 20% of those surveyed to be valid

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
		2 = mostly unclear			
		1 = not clear at all)			
3.Queries from Eligible Providers and Approved Providers	Initial TQ deliverables and development services – paragraph 2	Queries raised by letter and other forms of electronic	Each Contract Month from the Effective Date	Management Information based on data and information collected from	The required resolution time commences on and from the Working
(other than those related to KPI 4 and KPI 11) are satisfactorily resolved in accordance with the Target Service Level	TQ Provider approval and monitoring services – paragraph 3	correspondence: 90% resolved within 10 Working Days; remaining 10% resolved within 15 Working Days; and Queries raised through telephone calls: 90% resolved within 2 Working Days; remaining 10%		the Supplier's customer management systems referred to in Service Requirement 5 in Part 2 of the Service Requirements. This must include relevant information that closed queries have been satisfactorily resolved.	Day on which the relevant query is received by the Supplier  Percentage of queries that are resolved in accordance with the applicable Target Service Level
	TQ Provider support services – paragraph 4				
	Student registration and student entry – paragraph 5				
	TQ live assessment design and delivery – paragraph 6				
	TQ Post-Results Services – paragraph 9	resolved within 10 Working Days			

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
4.Formal complaints made about the Services are satisfactorily resolved (i) in accordance with the timescales set out in the Implementation and Delivery Plan <sup>2</sup> or (ii) where complaints are received solely by the Department, ESFA or the Authority, within the timescales reasonably required by the Department, ESFA or the Authority at the time of notifying the Supplier of such complaints	Initial TQ deliverables and development services – paragraph 2 TQ Provider approval and monitoring services – paragraph 3 TQ Provider support services – paragraph 4 Student registration and student entry – paragraph 5 TQ live assessment design and delivery – paragraph 6 TQ Post-Results Services – paragraph 9	100% of formal complaints are resolved within:  (i) the relevant timescales detailed in the Implementation and Delivery Plan; or  (ii) the timescales specified by the Department, ESFA or the Authority, (as the case may be).	Each Contract Month from the Effective Date	Management Information based on data and information collected from the Supplier's customer management systems referred to in Service Requirement 5 in Part 2 of the Service Requirements. This must include relevant information that complaints have been satisfactorily resolved.	The required resolution time commences on and from the Working Day on which the relevant complaint is received by the Supplier.  Percentage of complaints that are satisfactorily resolved within the applicable Target Service Level.  Any complaints received solely by the Department, ESFA or the Authority, in relation to the Services, shall be deemed to have been received by the Supplier on the date on which the Supplier is notified of the complaint by the

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
					Department, ESFA or the Authority.
5.Approved Providers are satisfied with the quality of the Provider Services	TQ Provider approval and monitoring services – paragraph 3  TQ Provider support services – paragraph 4  Student registration and student entry – paragraph 5  TQ live assessment design and delivery – paragraph 6  TQ Post-Results Services – paragraph 9	80% of Approved Providers that have responded to the survey, rating at least 4 on a 1-5 scale.  The target performance scale will use 2 positive, 2 negative and 1 neutral response.  For example (noting that the exact wording of the descriptors may vary) (where 5 = very satisfied	During the Summer Term each Academic Year from September 2026	The Authority shall undertake or commission a survey of Approved Providers delivering the TQ	Online questionnaire to Approved Providers delivering the TQ in the relevant Academic Year. This survey should achieve a minimum response rate of 20% of those surveyed to be valid.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
		4 = satisfied 3 = neither satisfied nor dissatisfied 2 = dissatisfied 1 = very dissatisfied).			
6.A sufficient number of appropriately qualified and trained Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) are available to assess (or Moderate, if applicable) Student assessment evidence when required in accordance with the Implementation and Delivery and/or the Resource Plan (as the case may be)	TQ live assessment design and delivery – paragraph 6	100% of appropriately qualified and trained Assessors (and Moderators, if applicable) are available in accordance with the Implementation and Delivery Plan and/or the Resource Plan (as the case may be).	Each Contract Month from (and including) September 2026	Management Information in relation to Assessor (and Moderator, if applicable) actual recruitment, training, and retention against the details set out in the Implementation and Delivery Plan and Resource Plan (as the case may be).	Performance will be measured against the number of Assessors (and Moderators, if applicable) that are envisaged as being trained and available as detailed in the Implementation and Delivery Plan and/or the Resource Plan (as the case may be).

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
7. The TQ Live Assessment Materials (as defined in the Service Requirements) are high quality and developed in accordance with the Assessment Strategy	TQ live assessment design and delivery – paragraph 6	Full compliance with parts of both the Assessment Strategy and Implementation Plan that relate to the development of the TQ Live Assessment Materials; and TQ Live Assessment Materials are 100% free of errors that could affect clarity about requirements for Students.	Each Contract Month from IfATE Approval	Management Information in relation to:  (i) progress against and compliance with the relevant part of the Assessment Strategy and Implementation Plan; and  (ii) any errors reported in TQ Live Assessment Materials.	Review of Supplier self-reporting Identification of any reported errors in TQ Live Assessment Materials.
8. Student assessment evidence is accurately assessed and processed for grading and awarding in accordance with the relevant parts of the Assessment Strategy	TQ live assessment design and delivery – paragraph 6 TQ Grade awarding – paragraph 7	Assessing of Student assessment evidence is conducted in accordance with the relevant parts	Each Contract Month from September 2026 until the end of the Term	Management Information in relation to compliance with the relevant parts of the Assessment Strategy and the relevant parts of the Implementation and Delivery Plan.	Review of Supplier self-reporting.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
and the Implementation and Delivery Plan		of the Assessment Strategy; and 100% of Students' assessments are marked and processed in accordance with the relevant parts of the Implementation and Delivery Plan.			
9.Grade Standard Exemplification Materials are validated by Employers	TQ live assessment design and delivery – paragraph 6 TQ Grade awarding – paragraph 7	At least 5 Employers in each relevant Occupational Specialist Component.	In October in each Academic Year following the first grade awarding but in any event no later than from October 2028	Evidence of validation from Employers relevant to the Occupational Specialist Components that validate the Grade Standard Exemplification Materials.  The Supplier may use its existing network of Employers, but it must ensure a turnover of Employers each Academic Year. Employers may take part in validation activity for up to two consecutive Academic Years, after	Validation means that Employers relevant to the Occupational Specialist Components judge that the Grade Standard Exemplification Materials are comparable to the Approved Guide Standard Exemplification Materials.  Validation also means that Employers relevant to the Occupational Specialist Components

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
				which they must not take part in validation activity for a period of one Academic Year. Suppliers may then repeat this cycle, ensuring that Employers do not take part in validation activity for more than two consecutive Academic Years.  For each Occupational Specialist Component, validations are required from at least two new Employers each Academic Year who did not submit evidence of validation in any previous Academic Year.	judge that the Grade Standard Exemplification Material on the pass boundary is the type of work Employers would expect to see from an employee, who is of Occupational Entry Competence and that the Grade Standard Exemplification Material on the distinction boundary, is the type of work that exceeds Employer expectations of what they would expect to see from an employee who is of Occupational Entry Competence, as defined within the assessment strategy as distinction. Review by the Authority of the evidence of Validation from Employers.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
10. Student assessment results are submitted to the Authority (or its nominee (as applicable)) by the relevant date(s) set out in the Key Dates Schedule	TQ Grade awarding – paragraph 7 TQ Results – paragraph 8	are submitted to the Authority (or its nominee) by the date(s) set out in the relevant Key Dates Schedule.	Month from September 2026 until the end of the Term	Results have been received by the Authority (or its nominee (as applicable)) in the required format.	Receipt of the results by the relevant date(s) in the relevant Key Dates Schedule.
11. Post-Results Services (excluding the issuing of revised assessment results, which is covered by KPI 10) are delivered in accordance with the relevant part of the Assessment Strategy	TQ Post-Results Services – paragraph 9	100% of the Post- Results Services are carried out and completed in accordance with the relevant part of the Assessment Strategy.	Each Contract Month from (and including) September 2026 until the end of the Term	Management Information in relation to compliance with the relevant part of the Assessment Strategy.	Review of self-reporting.
12. Submission to the Authority of:  (i) all Management Information in accordance with the requirements of Service Requirement 9	TQ Provider approval and monitoring services — paragraph 3 Student registration and student entry — paragraph 5 Reporting — paragraph 10	100% for timeliness of the submission of all Management Information and all required (including requested) Products and/or	Each Contract Month from the Effective Date	Management Information and updated versions of the Products and/or other documents referred to in column one and/ or Key Materials and Ancillary Materials are received by	Review of self-reporting.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
in Part 2 of the Service Requirements; and  (ii) updated versions of all required Products in accordance with clause 5.5.1(i) and/or paragraph 3 of Schedule 15 (as the case may be); and  (iii) where requested by the Authority, updated versions of all requested Products and/or other documents in accordance with clause 5.5.1(ii).		other documents including Key Materials and Ancillary Materials; and 100% for completeness of all:  (i) Management Information; and (ii) required Products (including requested Products and/ or Key Materials and Ancillary materials).		the Authority by the date required by this Contract.  Management Information, updated versions of the Products and/or other documents referred to in column one, Key Materials and Ancillary Materials are accurate and complete and cover all relevant information, Data and reports as specified in the Management Information and reporting requirements.  Updated versions of the Products referred to in column one, Key Materials and Ancillary Materials include all relevant updates.	

#### Schedule 16

#### <u>Logos and Trademarks – T Level Trade Mark Licence</u>

#### 1 <u>Interpretation</u>

The definitions and rules of interpretation in this paragraph apply in this T Level Trade Mark Licence, in addition to the definitions and rules of interpretation in Schedule 1 to this Contract.

#### 1.1 Definitions:

"Approved Provider" means an Eligible Provider (as defined in Schedule 1 (*Definitions and Interpretation*) of this Contract) that has been granted Provider Approval (as defined in Schedule 1 (*Definitions and Interpretation*) of this Contract) and in respect of which such Provider Approval has not been revoked pursuant to clause 7.2 of this Contract (*Interaction with Providers*).

"Brand Licensed Material" means any instance of a Brand Licensed Product or Service in material form, including as an electronic copy or any other electronic form, and any promotional or marketing material relating to any Brand Licensed Product or Service;

"Brand Licensed Product or Service" means any products or services listed as such in Appendix 1 (and "Brand Licensed Products" and "Brand Licensed Services" means such Products or Services respectively;

"Mandatory Marked Material" is material of the type identified in Appendix 1 (and to which the Mark must be applied);

"Mark" means the trade mark(s) set out in Appendix 2, including the listed registrations and applications and any registrations which may be granted pursuant to those applications and the related trade marks, devices and get-ups that may be notified in writing by the Authority to the Supplier from time to time;

"Marked Material" means any Brand Licensed Material or other material in or on which the Mark is used.

#### 2 Grant

- 2.1 The Authority hereby grants to the Supplier a non-exclusive licence to use the Mark on or in relation to the Brand Licensed Products or Services provided or supplied in England, including in connection with the promotion, use and supply of the Brand Licensed Products or Services.
- 2.2 The Supplier may, subject to the prior written approval of the Authority and paragraph 11, sublicense (without the right to further sublicense) each Approved Provider of the TQ to use the Mark on or in relation to the Brand Licensed Products or Services provided or supplied in England, including in connection with the promotion, use and supply of the Brand Licensed Products or Services.
- 2.3 Any use of the Mark in accordance with paragraph 2.1 or 2.2 shall be strictly in accordance with the T Level Branding Guidelines and, when using the Mark, the Supplier shall fully comply with, the T Level Branding Guidelines.
- 2.4 Subject to paragraph 2.2, the Supplier shall have no right to sublicense use of the Mark.

#### 3 Application of the Mark

- 3.1 The Supplier shall use the Mark, in accordance with this Schedule, on all Mandatory Marked Materials.
- 3.2 Subject to clause 13.10 (*Intellectual Property Rights*) of the Contract and paragraph 3.3 below, apart from the Mark, no other trade mark or logo may be affixed or used in a manner in which it may be seen to be used as a trade mark or designation of origin in relation to any Brand Licensed Products or Services or in or on any Brand Licensed Materials.
- 3.3 The Supplier may, subject to the prior written agreement of the Authority, authorise each Approved Provider of the TQ sublicensed in accordance with paragraph 2.2 to use the Approved Provider's name, logos, trademarks and/or other signs which refer to the Approved Provider on Brand Licensed Products or Services or Brand Licensed Materials on the same terms as, and subject to compliance with clauses 13.10 and 13.11 (*Intellectual Property Rights*) of the Contract (and clauses 13.10 and 13.11 shall apply *mutatis mutandis* to such Approved Provider).

- 3.4 The Supplier shall procure that the Mark, when used in or on any Brand Licensed Materials, shall be clearly and reasonably prominently identified as a trade mark of the Authority, in such manner as is set out in the T Level Branding Guidelines, or with any other statement as notified by the Authority to the Supplier.
- 3.5 The Supplier shall comply strictly with the directions of the Authority regarding the form and manner of the application of the Mark, including the directions contained in the T Level Branding Guidelines.
- 3.6 The Supplier shall, on written request from the Authority or as otherwise provided in the T Level Branding Guidelines, provide samples of all proposed Marked Materials.
- 3.7 The Supplier shall not use in its business any other trade mark confusingly similar to the Mark and shall not use the Mark or any word confusingly similar to the Mark as, or as part of, its corporate or trading name.

#### 4 <u>Title, goodwill and registrations</u>

- 4.1 The Supplier acknowledges that the Authority is the owner of the Mark.
- 4.2 Any goodwill derived from the use by the Supplier of the Mark shall accrue to the Authority. The Authority may, at any time, call for a document confirming the assignment of that goodwill and the Supplier shall immediately execute it.
- 4.3 The Supplier shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark or the Authority, or that may invalidate or jeopardise any registration of the Mark.
- 4.4 The Supplier shall not apply for, or obtain, registration of the Mark in any country for any goods or services.
- 4.5 The Supplier shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark for any goods or services.

#### 5 **Quality control**

- 5.1 The Supplier shall comply with the specifications and standards relating to the Brand Licensed Products or Services which are specified in the Contract.
- 5.2 The Supplier shall promptly provide the Authority with copies of all communications relating to the Mark with any regulatory, industry or other authority.
- 5.3 The Supplier shall permit, and shall use its best endeavours to obtain permission for, the Authority at all reasonable times and on reasonable notice to enter any place used for the production, storage or distribution of the Marked Materials to inspect the Marked Materials in relation to compliance with this T Level Trade Mark Licence.
- 5.4 Without prejudice to any other rights of the Authority, in the event that the Authority finds that any sample of Marked Materials does not meet the requirements of this T Level Trade Mark Licence, it may give notice to the Supplier, and the Supplier shall take all reasonable steps to correct any deficiency as soon as reasonably practicable (having regard to constraints of the academic timetable).

#### 6 Marketing, advertising and promotion

6.1 The Supplier undertakes to ensure that its advertising, marketing and promotion of Brand Licensed Products or Services shall in no way reduce or diminish the reputation, image and prestige of the Mark.

#### 7 Recordal of licence

- 7.1 The Authority may, at its own cost, record the licence granted to it in paragraph 2 in the relevant registries against any registrations and applications for registration of the Marks.
- 7.2 The Supplier shall, at the Authority's request, execute a formal licence in such form and provide such other assistance as may be required for the purpose of such recordal.

#### 8 Protection of the Mark

8.1 The Supplier shall immediately notify the Authority in writing giving full particulars if any of the following matters come to its attention:

- 8.1.1 any actual, suspected or threatened infringement of the Mark;
- 8.1.2 any actual or threatened claim that the Mark is invalid;
- 8.1.3 any actual or threatened opposition to the Mark;
- 8.1.4 any claim made or threatened that use of the Mark infringes the rights of any third party;
- 8.1.5 any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Supplier under this T Level Trade Mark Licence; or
- 8.1.6 any other form of attack, charge or claim to which the Mark may be subject.
- 8.2 In respect of any of the matters listed in paragraph 8.1:
  - 8.2.1 the Authority shall, in its absolute discretion, decide what action if any to take;
  - 8.2.2 the Authority shall have exclusive control over, and conduct of, all claims and proceedings;
  - 8.2.3 the Supplier shall not make any admissions other than to the Authority and shall provide the Authority with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
  - 8.2.4 the Authority shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.
- 8.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.
- 8.4 Nothing in this T Level Trade Mark Licence shall constitute any representation or warranty that:
  - 8.4.1 any registration comprised in the Mark is valid;

- 8.4.2 any application comprised in the Mark shall proceed to grant or, if granted, shall be valid; or
- 8.4.3 the exercise by the Supplier of rights granted under this T Level Trade

  Mark Licence will not infringe the rights of any person.

#### 9 <u>Liability, indemnity and insurance</u>

- 9.1 Nothing in this paragraph shall impose or create any liability of the Supplier to the Authority for use in England of the Mark on or in respect of Mandatory Marked Materials in accordance with the terms of this T Level Trade Mark Licence.
- 9.2 To the fullest extent permitted by law, the Authority shall not be liable to the Supplier for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other loss of profits, business or goodwill) arising from the Supplier's exercise of the rights granted to it under this T Level Trade Mark Licence.
- 9.3 Save as provided in paragraph 9.1, the Supplier indemnifies the Authority against all Loss to the Authority arising out of or in connection with the Supplier's exercise of its rights granted under this T Level Trade Mark Licence, including any claim made against the Authority for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith, other than where any such Loss and/or claim arises exclusively from the use of the Mark in accordance with this T Level Trade Mark Licence.

#### 10 Additional Supplier obligations

- 10.1 The Supplier shall:
  - 10.1.1 only make use of the Mark for the purposes authorised in this T Level Trade
    Mark Licence; and
  - 10.1.1 comply with all regulations and practices in force or use in any territory to safeguard the Authority's rights in the Mark.
- 10.2 The Supplier shall not, nor directly or indirectly assist any other person to:
  - 10.2.1 use the Mark except as permitted under this T Level Trade Mark Licence; or

- 10.2.2 do or omit to do anything to diminish the rights of the Authority in the Mark or impair any registration of the Mark.
- 10.3 The Supplier acknowledges and agrees that the exercise of the licence granted to the Supplier under this T Level Trade Mark Licence is subject to all applicable laws, enactments, regulations and other similar instruments in any territory, and the Supplier understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

#### 11 Sub-licensing

- 11.1 The Supplier shall have the right to grant to Approved Providers a sub-licence of any of its rights under this T Level Trade Mark Licence provided that:
  - 11.1.1 the Supplier shall ensure that the terms of any sub-licence are in writing and are substantially the same as the terms of this T Level Trade Mark Licence (except that the sub-licensee shall not have the right to sub-license its rights) and the Supplier shall provide the Authority with a copy of the sub-licence on request and the Authority may require that any such sublicence includes the Authority as a party, and that the Authority is entitled to enforce its terms;
  - 11.1.2 all sub-licences granted shall terminate automatically on termination or expiry of this T Level Trade Mark Licence; and
  - 11.1.3 the Supplier shall be liable for all acts and omissions of any sub-licensee in relation to such sub-licence and indemnifies the Authority against all Losses incurred or suffered by the Authority, or for which the Authority may become liable, (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any sub-licensee in relation to such sub-licence, other than to the extent any such Losses arise exclusively from the use of the Mark in accordance with this T Level Trade Mark Licence.

#### 12 Duration and termination

- 12.1 This T Level Trade Mark Licence shall commence on the Effective Date and shall continue for the Term.
- 12.2 Without affecting any other right or remedy available to it under this T Level Trade Mark Licence or the Contract, the Authority may terminate this T Level Trade Mark

Licence in respect of any Brand Licensed Product or Service with immediate effect by giving notice to the Supplier if:

- 12.2.1 the Supplier commits a material breach of any term of this T Level Trade
  Mark Licence in respect of such Brand Licensed Product or Service which
  breach is irremediable, or (if such breach is remediable) fails to remedy that
  breach within a period of 7 days after being notified to do so;
- 12.2.2 the Supplier repeatedly breaches any of the terms of this T Level Trade
  Mark Licence in respect of relevant Brand Licensed Products or Services
  or Brand Licensed Materials in such a manner as to reasonably justify the
  opinion that its conduct is inconsistent with it having the intention or ability
  to give effect to the terms of this T Level Trade Mark Licence; or
- 12.1.3 the Supplier challenges the validity of the Mark.

For the purposes of paragraph 12.2.1, **material breach** means a breach that is serious in the widest sense or of any of the obligations set out in paragraphs 3, 4.3, 4.4, 4.5, 5, 6.1, 10.1 or 11.1. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

#### 13 <u>Consequences of termination</u>

- 13.1 On expiry or termination of this T Level Trade Mark Licence for any reason and subject to any express provisions set out elsewhere in this T Level Trade Mark Licence:
  - 13.1.1 all rights and licences granted pursuant to this T Level Trade Mark Licence shall cease;
  - 13.1.2 the Supplier shall cease all use of the Mark save as set out in this paragraph13:
  - 13.1.3 the Supplier shall co-operate with the Authority in the cancellation of any licences registered pursuant to this T Level Trade Mark Licence and shall execute such documents and do all acts and things as may be necessary to effect such cancellation;
  - 13.1.4 the Supplier shall promptly deliver up to the Authority (or at the Authority's option, destroy) at the Supplier's expense all copies of promotional material

- which is Marked Material or otherwise bears any Mark as a designation of origin; and
- 13.1.5 any provision of this T Level Trade Mark Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this T Level Trade Mark Licence shall remain in full force and effect.
- 13.2 Termination or expiry of this T Level Trade Mark Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the T Level Trade Mark Licence which existed at or before the date of termination or expiry.

#### Schedule 16 Appendix 1

#### **Brand Licensed Products or Services**

Those products and services identified as such in the T Level Branding Guidelines.

#### **Mandatory Marked Materials**

All Key Materials and such other materials as are identified as such in the T Level Branding Guidelines.

# **T Level Branding Guidelines**

(November 2023)

#### **T Level Branding Guidelines**

#### 1 <u>Introduction</u>

- 1.1 T Levels are high-quality technical qualifications for 16 to 19-year olds which are approved and managed by the Institute for Apprenticeships and Technical Education (IfATE). The T Level brand has been devised to ensure that Government, Awarding Organisations, Employers, Suppliers, Providers (schools and colleges), Students, and others involved with the qualification, support and promote T Levels in a positive manner that inspires confidence.
- 1.2 IfATE's T Level Branding Guidelines, including supporting annexes (the 'Guidelines') are essential reference material for all Suppliers responsible for the delivery of the Technical Qualification (TQ) component of the T Level qualification.
- 1.3 For simplicity, the registered trade marks associated with the T Level brand are referred to in the Guidelines as the 'T Level Marks' and are as follows:
  - The word 'T Level';
  - The Department for Education's (DfE's) 'T Level' logo (in black);
  - IfATE's name and accompanying flower logo (in blue and black as detailed within the IfATE brand guide); and
  - the respective Supplier's corporate name and logo.
- 1.4 These Guidelines set out essential information as to how the T Levels Marks should be used in: a) TQ materials and b) other T Level communications including for marketing, advertising and promotional purposes.
- 1.5 These Guidelines are subject to reasonable development. They adopt many of the general principles which apply in relation to good branding practice, and where they are developed further IfATE intends that they will, in terms of general principles, be similar in many respects to commonly used branding guidelines.

#### 2 General principles for use of the T Level Marks

- 2.1 When using the T Level Marks, Suppliers (and any other authorised users, such as Providers) must comply with these Guidelines (in addition to any other requirements of the TQ Contract and the IfATE brand guide).
- 2.2 The T Level Marks must be used by Suppliers on the front/landing/home page **only** of all Mandatory Marked Materials, key TQ documents and supporting resources (unless otherwise agreed by IfATE), in accordance with and in the form set out at **Annex 1**.
- 2.3 Nothing in these Guidelines is intended to restrict the use of the text mark 'T Level' where that use is necessary to indicate the intended purpose of a product or service and is in accordance with honest practices in industrial or commercial matters. (This does not apply, unless authorised and used in accordance with these Guidelines, to the use of the T Level logo.)
- 2.4 By way of example, use to describe the relevance or purpose of a text book or support materials for a specific technical education qualification forming part of a T Level is generally acceptable, but any such use which is liable to confuse third parties as to whether the relevant T Level is approved, managed or otherwise controlled by a party other than IfATE, or that the text book or support materials are endorsed and/or approved by IfATE would not be acceptable.
- 2.5 The Secretary of State for Education, or IfATE under delegation by the Secretary of State for Education, shall have the exclusive power to issue certificates of award and statements of achievement (and equivalent documents, excluding a breakdown of attainment) within the T Level Programme. It is intended that such documents will include the Supplier's name but not the Supplier's logo.
- 2.6 Suppliers must not issue any document bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement' or its substantial equivalent to which, or in respect of which, any T Level Mark is applied or used, or otherwise apply the T Level Marks to, or create an association with any T Level or TQ with any document or material bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement'" or its substantial equivalent.
- 2.7 Suppliers must use the T Level Marks on all *Mandatory Marked Materials* used in the operational delivery of the TQ. The documents classified as *Mandatory Marked Materials* are listed in **Annex 2**.

- 2.8 Mandatory Marked Materials should include a descriptive qualification name, as determined and/or mutually agreed by IfATE and the Supplier, in line with the TQ Contract and these Guidelines e.g. [technical qualification] in x [Pathway]".
- 2.9 Suppliers must ensure that it is clear that any T Level, or qualification associated with a T Level (such as the TQ), is a qualification approved and managed by IfATE. T Level Marks must not be used on any materials which relate to a T Level or TQ which has been wholly or partly superseded, unless the material is equally prominently identified as such.
- 2.10 Suppliers must, on request from IfATE, submit copies of any material where their name or branding, or any other trade marks or branding are used and/or in association with a T Level or a TQ.
- 2.11 Suppliers must not promote that, or give the impression that, any of its other qualifications similar or equivalent are linked to the TQ or T Level qualification i.e. other Level 2, 3 or 4 qualifications.

#### 3 Intellectual Property Rights (IPR) and the TQ Contract

- 3.1 Full details of Suppliers' rights and responsibilities in respect of IPR are set out in the TQ Contract, and Suppliers should pay particularly close attention to clause 13 Intellectual Property Rights; Schedule 14 Form of Assignment and License; and Schedule 16 Logos and Trademarks T Level Trade Mark Licence.
- 3.2 Providers engaged with the T Level qualification may use the T Level Marks but it is the responsibility of Suppliers to ensure that they comply with these Guidelines and the TQ Contract.
- 3.3 Suppliers should note that the T Level Marks are registered trade marks; any breach could lead to an action for trade mark infringement (as well as other consequences under the TQ Contract).

#### 4 Advertising, marketing and promotion

4.1 Suppliers must ensure that any advertising, marketing and promotion products or services i.e. those activities outside the scope of the core TQ delivery component, do not undermine or diminish the reputation, image and prestige of the T Level Marks when used in any such aforementioned activity e.g. media advertising.

- 4.2 Suppliers may use the T Level Marks in relation to Brand Licensed Products or Services set out in Annex 3, in accordance with (and subject to) the terms of the TQ Contract and these Guidelines.
- 4.3 Suppliers must not give the impression that their visual identity is being used as a distinct brand, trade mark or designation of origin for any materials, including for activity defined as Brand Licensed Products or Services.

#### 5 Style, positioning and form of T Level Marks

5.1 Suppliers must ensure that, except for the T Level Marks, no other trade marks, logos, banners or graphics are to be presented and/or affixed to any materials which relate to a T Level or TQ.

#### T Level Marks on TQ Materials

- 5.2 The T Level Marks should be included on the front page only of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at Annex 1.
- 5.3 The T Level Marks should be acknowledged on the final page of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at Annex 1.

T Level Marks on other T Level communications (including for marketing, advertising and promotional purposes)

#### **Positioning/Layout:**

- 5.4 T Level Marks may be represented in the form of a logo or graphic image ("Logo Mark"); or as an isolated word mark ("Isolated Word Mark"); or as a text or word mark1 used within relevant text ("Text Mark") as described below. There are some common requirements in relation to each type of use (sections 6 to 8 - "No mixing", "Prominence" and "Acknowledgements") and some requirements which differ depending on the form in which Suppliers plan to use the mark (set out below).
- 5.5 Use of the word mark may also be made in oral form. The same principles should, so far as practicable, apply to oral use of any T Level Marks i.e. if appropriate, the respective changes being proposed are applied consistently.
- Where it is used otherwise than in text form, the form in which the Supplier reproduces the 5.6 logo or graphic should conform precisely to the logo and graphic forms designated by IfATE.

<sup>&</sup>lt;sup>1</sup> Text form includes in spoken text

#### 5.7 **Logo Mark**:

- Suppliers must use the Logo Mark in precisely the form and subject to any requirements set out in Annex 1;
- Suppliers must not change the colours, or skew, stretch or angle the logo, or distort, add a border or otherwise alter the logo in any way;
- Suppliers must ensure that the logos are always clearly separate from any other material, and
  in particular that it has a clear space surrounding the logos, as illustrated, specified or
  referenced at Annex 1.
- Suppliers must not resize the logo, unless resizing is permitted in accordance with these Guidelines.

#### 5.8 **Isolated Word Mark**

- Suppliers must use the fonts and size ranges of font set out in or referenced in these Guidelines and/ or as otherwise specified by IfATE;
- Suppliers must use only the colours and weights set out in or referenced in these Guidelines and/ or as otherwise specified by IfATE;
- Suppliers must not use underlining;
- The words should have initial capitalisation (only) and no other punctuation etc. "T Level" is acceptable; "T LEVEL", "T level" or T-Level" are not acceptable; and
- Suppliers must not use the Isolated Word Mark as a watermark.

#### 5.9 **Text Mark**:

- Suppliers must use the Text Mark in the same font as the surrounding text; and
- Suppliers must acknowledge its first use in the text as noted under paragraph 5.15 (Acknowledgement) of these Guidelines.

#### No mixing/combination/background use

5.10 Suppliers must ensure that the T Level Marks are always clearly separate from any other trade mark or name used in the same document. In particular:

- Suppliers must not use their trade mark mixed or combined with any other trade mark or name such that they could be seen or understood to be part of a single trade mark. For example, "the Mrs Blogs [Supplier] T Level" would not be acceptable use; and
- Suppliers must not combine a T Level Mark into a single logo or something which might be seen to be or have a unitary character. For example:



• The T Level Mark and a Supplier's mark should not be combined into a single logo or something which might be seen to be or have a unitary character. For example:



is not acceptable.

- There should always be a clear separation between the T Level Mark and any other mark used by Suppliers or on any documents, and, when used as a logo or graphic, Suppliers should take account of any requirements for separation set out in these Guidelines.
- 5.11 Any use of a name given to the qualification element of a T Level (including any use of "TQ" as a reference to part of a T Level) should also only be such that it is always a clearly separate mark or name from any other trade mark or name used in the same document with any other trade mark or trade name.
- 5.12 Suppliers must not place a T Level Mark against a background colour, pattern or picture except as specified below:
  - as set out in or referenced in Annex 1 or as otherwise agreed in writing by IfATE or specified
    in these Guidelines; or
  - with imagery which is of a purely illustrative character, and does not suggest any other source
    or business connection, and is appropriate to the context and brand identity, and allows the
    entire mark to be clearly visible more prominently than such imagery, and complies with any
    other limitations notified by IfATE in writing from time to time,

and in any event any imagery must be consistent with the overall brand identity and values of the T Level Marks and the T Level Programme, and not be liable to bring the T Level Marks or the T Level Programme into disrepute.

#### **Prominence**

- 5.13 Where Suppliers use the T Level Marks on material which carries other branding in conjunction with or in the same part of the material, the T Level Marks should be given at least equal prominence with the other branding. For example:
  - it should appear in script of at least the same font size as the script of any Supplier's trade mark, and where Suppliers use a logo covering at least the same overall surface area;
  - the style used for the other mark should not lead to it being more prominent than the style used for the T Level Mark;
  - the colouring used for the other mark should not draw more attention to it than the T Level Mark; and
  - it should appear in at least as prominent a position.
- 5.14 Typically, use of one T Level Mark will not be regarded as 'in conjunction' with another mark when they are in separate distinct parts of the document, including for example, use of a Supplier's letter head (one part) and use of the T Level Mark in the body of the letter (a separate part).

#### Acknowledgement

- 5.15 Subject to paragraph 5.16 of these Guidelines, where the T Level Marks are used in any document, Suppliers should place in the document reasonably prominently (so that it would reasonably be expected to come to the attention of the reader or addressee of the document) an acknowledgement that IfATE's name and logo are registered trade marks of IfATE. For example:
  - where the T Level Mark is used in the <u>title or opening description</u> of the document or in a manner intended to show that the document relates to a T Level or a TQ, by using a referenced footnote acknowledging that 'T Level is a registered trade mark of The Institute for Apprenticeships and Technical Education' or 'Registered trade mark of The Institute for Apprenticeships and Technical Education';

- where it is used in the <u>text of a document</u>, the first time it appears it should include a
  referenced footnote acknowledging that the '[Mark] is a registered trade mark of The Institute
  for Apprenticeships and Technical Education' or 'Registered trade mark of The Institute for
  Apprenticeships and Technical Education';
- in each case the referenced footnote should, where practicable, appear in the same visual
  field as the use of the T Level Marks, or in other cases, where such notice would otherwise
  commonly be placed. For example, on the rear of a single page which is printed on both
  sides, on the rear of the front page of a booklet, or on the rear of the last page of a booklet;
  and
- where a <u>Supplier's or a Provider's name or branding is also used in the document</u>, the
  referenced footnote should also make clear that the T Level is a qualification approved and
  managed by IfATE, and that the Supplier is currently authorised by IfATE to develop and
  deliver the qualification (and/or that the Provider offers or provides courses for part of the T
  Level, which is a qualification approved and managed by IfATE), as appropriate.
- 5.16 Where a <u>reference is made to T Level in any document indirectly</u> (for example with a description which is evidently a reference to a T Level or the TQ) in association with a Supplier (whether using a Supplier's name or otherwise), the document should make clear that the T Level and a TQ is a qualification approved and managed by IfATE.
- 5.17 No further acknowledgement is necessary where the use of the T Level Marks or a reference to a T Level or TQ is in a document, other than those materials/document listed in **Annex 2** of these Guidelines. To illustrate: such use is in word form (as part of the text²) of the document and would clearly be understood by addressees and readers as being a reference to the T Level or, as appropriate and reference has been to the fact that the TQ is approved and managed by IfATE and it is not being suggested otherwise: it has been made clear that the role of the Supplier is focused on developing and/or delivering the TQ component of the T Level and it has a relationship with IfATE.

#### Illustrations

The approach may be adjusted sensibly for the particular materials and circumstances of use. For example:

5.18 On promotional documentation intended for Providers, where it might be expected that a high level of prominence would be given to a Supplier's name or branding (for example in large

<sup>&</sup>lt;sup>2</sup> including spoken text in the case of spoken material

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script), or on explanatory documentation intended for Providers, the use of T Level (and T Level Marks, including text marks) should be given equal prominence. In a referenced footnote should appear on the reverse of the first page (for example with other similar notices, such as copyright notices, but no less prominently than those notices);

- 5.19 For promotional and explanatory documentation aimed at students or employers, the use of T Level should be given equal prominence; and a clear note should appear on the same page in the same visual field that the T Level is a qualification approved and managed by IfATE, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of IfATE;
- 5.20 For assessment or examination papers (for single use) relating to materials for examiners, a reasonably prominent note should appear at the bottom of the first page that the T Level is a qualification approved and managed by IfATE, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of IfATE;
- 5.21 For sample papers which may be re-used, there should in addition be a note that T Level is a registered trade mark of IfATE; and
- 5.22 For any supplementary materials (such as text books and learning aids), other than those materials/ documents listed in Annex 2, there should be a clear reasonably prominent explanation that the material is designed for use with the relevant T Level; including the date of the T Level, and that the T Level is a qualification approved and managed by IfATE, and that the T Level is a registered trade mark of IfATE used by a Supplier (or other source) with the authority of IfATE.

#### **Providers (Schools and Colleges)**

- 5.23 Suppliers are responsible for ensuring that:
  - each Provider complies with these marking requirements, as they apply to use of a Supplier's name or branding and equally, to any permitted use of the Provider's name or branding in association with the T Level Mark; and
  - any use by a Provider of the T Level Mark is clearly a reference to a T Level approved and managed by IfATE.

#### 6 Inspection and Approval

- 6.1 Suppliers must permit IfATE to inspect on reasonable request and on reasonable notice any materials bearing or intended to bear a T Level Mark, for the purposes of ascertaining compliance with these Guidelines.
- Where IfATE determines (acting reasonably) that it appears that there is a non-compliance with these Guidelines, Suppliers must consult with IfATE on how such non-compliance may be remedied, taking into account both the seriousness of the non-compliance, including how the relevant material does not comply, what the potential impact may be (bearing in mind the volumes of material in question and the audience for those materials) and the potential impact of remedial steps, with a view to reaching fair and reasonable consensus on remedial action (which may range from taking steps in relation to future materials to the withdrawal and reissue of current materials).
- 6.3 In the event that no consensus can be reached, the disagreement or difference will be subject to the Dispute Resolution Procedure.

#### 7 <u>Amendments to the Guidelines</u>

- 7.1 IfATE may amend these Guidelines from time to time, in a manner consistent with the general principles (Section 2).
- 7.2 If ATE will notify Suppliers of any changes together with the date on which such amendments are to take effect.
- 7.3 IfATE will take reasonable account of Suppliers' comments or concerns in relation to any amendments and the timetable for implementation, and Suppliers agree to act reasonably to seek a consensus. In the absence of consensus the disagreement or difference may be referred by Suppliers or IfATE to be resolved under the Dispute Resolution Procedure, as set out in Annex 4.

## Annex 1 (a): T Level Marks on Mandatory Marked TQ materials

### Front page



\*to be placed top right within the header

## Supplier logo]\*\*

\*\*to be placed bottom right within the footer

#### Final page

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'T-LEVELS' is a registered trade mark of the Department for Education.

'T Level' is a registered trade mark of the Institute for Apprenticeships and Technical Education.

'Institute for Apprenticeships & Technical Education' and logo are registered trade marks of the Institute for Apprenticeships and Technical Education.

The T Level Technical Qualification is a qualification approved and managed by the Institute for Apprenticeships and Technical Education.

[SUPPLIER] is authorised by the Institute for Apprenticeships and Technical Education to develop and deliver this Technical Qualification.

['MARK'] is a registered trade mark of [SUPPLIER].

## Annex 1 (b): T Level Marks on Marked TQ materials

Front page



\*to be placed top right within the header

[Supplier logo]\*\*

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[SUPPLIER] is authorised by the Institute for Apprenticeships and Technical Education to develop and deliver this Technical Qualification.

['MARK'] is a registered trade mark of [SUPPLIER].

#### **Annex 2: Mandatory Marked Materials**

#### **Key Materials**

- a) specifications of content for each TQ including core and all specialist components;
- b) assessment guidelines (for Providers);
- c) quality assurance requirements (for Providers);
- d) specimen assessment materials;
- e) standards exemplification materials;
- f) updates or redevelopments of specifications of content;
- g) updates and redevelopments of any Key Materials; and
- h) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall **not** include support Materials, insofar as they are not part of any of the expressly included items listed above;

#### **Ancillary Materials**

a) Assessment Strategy;

## **Annex 3: Brand Licensed Products and Services**

Marketing	materials	relating	to T	Levels
mannomig	matorialo	1 Old tillig		

Suppliers will be expected to adhere to the form of branding as set out in Annex 1 wherever reasonably practicable.

## **Annex 4: Dispute Resolution Procedure**

#### **Definitions**<sup>3</sup>

"Dispute" means any claim, dispute or difference which arises out of or in connection with these Guidelines or in connection with the existence, legal validity or enforceability of these Guidelines, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts.

"Style" means any matter set out in or referred to in paragraph 5 of the Guidelines.

"Dispute Resolution Procedure" means the dispute resolution procedure set out in paragraphs 1.1 to 1.5.

#### 1 Resolving disputes

- 1.1 Where a Dispute (not being a Dispute arising solely in respect of Style):
  - 1.1.1 arises solely between IfATE and a Supplier, the dispute resolution procedure set out in clause 37 of the Supplier's Contract shall apply and the provisions of this Dispute Resolution Procedure shall not apply; or
  - 1.1.2 relates to or is in connection with a dispute that is progressing under the Supplier's Contract, the parties agree to be bound by the decision that is reached in accordance with the dispute resolution procedure set out in clause 37 of the Supplier's Contract in respect of the dispute under the Supplier's Contract, provided always that IfATE and/or the Supplier (as the case may be) have taken into account all reasonable comments and/or submissions of any third party who is a party to, or connected with, the Dispute.
- 1.2 Where the Dispute is one to which the circumstances described in paragraph 1.1 do not apply:
  - 1.2.1 and the Dispute remains unresolved, the relevant parties connected with the Dispute shall procure that nominated senior representatives of each such party who have authority to settle the Dispute will, within 28 days of a written request from another connected party, meet in good faith to resolve the Dispute; and
  - 1.2.2 if the Dispute is not resolved at that meeting, the relevant parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("CEDR")
    Model Mediation Procedure current at the time of the Dispute. If the relevant parties

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cannot agree on a mediator, the mediator with experience in trade mark law will be nominated by CEDR. If a relevant party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute:

- (i) the Dispute (other than a Dispute relating to Style) must be resolved using paragraphs 1.3 to 1.5; or
- (ii) a Dispute relating to Style must be resolved using paragraph 1.6.
- 1.3 Unless IfATE refers the Dispute (other than a Dispute relating to Style) to arbitration using paragraph 1.4, the parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction (other than in relation to a Dispute relating to Style) to:
  - 1.3.1 determine the Dispute; and/or
  - 1.3.2 grant interim remedies, or any other provisional or protective relief.
- 1.4 The parties agree that IfATE has the exclusive right to refer any Dispute (other than a Dispute relating to Style) to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 1.5 IfATE has the right to refer a Dispute (other than a Dispute relating to Style) to arbitration even if a party has started or has attempted to start court proceedings under paragraph 1.3, unless IfATE has agreed to the court proceedings or participated in them. Even if court proceedings have started, the relevant party must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under paragraph 1.4.
- 1.6 If the Dispute is one which relates to Style, IfATE's decision will be final.

# Schedule 16 Appendix 2

# <u>Mark</u>

T Level

# Registered trademark(s) and applications<sup>3</sup>

Country	Mark	App or regn no	Date of	Classes	Specification
			app or		
			regn		
UK	T Level (word)	UK00003318112	15 June 2018	9, 16,	Class 9: Electronic apparatus and instruments for testing, examination and assessment purposes; computer software, hardware and firmware for the provision of examination and assessments including software for operation over computer networks or by remote computer access; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.  Class 16: Examination papers; syllabi; diplomas; education, academic and vocational certificates; printed examination regulations; all of the aforesaid for use in the provision of
					education, teaching, training and/or assessment.

\_\_\_\_

Class 41: Issuing of educational awards; awarding of educational certificates; educational assessment services; provision of examination, testing and assessment services electronically, by online delivery, by way of the Internet or world wide web; online publication of syllabi, examination papers, assessments; examination services; assessment services; educational certification services; certification in relation to examinations and other forms of assessment; preparation and validation, accreditation, conducting and administration of examinations, assessments and tests; provision of examination papers; information, advisory and consultancy services relating to all of the aforesaid; all of the aforesaid relating to the provision of education, teaching, training and/or assessment.

EU	Т	017999579	13	9, 16,	Class 9: Educational, teaching, instruction or research apparatus and
	Level		December	41	instruments; electronic apparatus and instruments for teaching,
	(word)		2018		instruction, training, research, education, testing, examination and
					assessment purposes; media bearing electronic publications and
					data; electronic publications; electronic publications (downloadable)
					provided online from a database or the Internet; downloadable text
					and information provided electronically, by online delivery, by way of
					the Internet or world wide web; electronic database; audio visual
					teaching apparatus; films and video films; computer software,
					hardware and firmware; computer software, hardware and firmware
					for the provision of teaching, instruction, training, research,
					education, testing, examination and assessments including software
					for operation over computer networks or by remote computer access;
					educational software; all of the aforesaid for use in the provision of
					education, teaching, training and/or assessment.
					Class 16: Printed publications; educational publications; printed
					matter; educational materials; examination papers; syllabi; diplomas;
					education, academic and vocational certificates; printed examination
					regulations; books; magazines; publications; textbooks; exercise
					books and notebooks; catalogues, handbooks and manuals; study
					guides; instructional or teaching materials; all of the aforesaid for use
					in the provision of education, teaching, training and/or assessment.

Class 41: Education services; teaching services; publication services; educational publication services; publication of printed matter relating to education; issuing of educational awards; awarding of educational certificates; electronic publication; publication of printed matter; educational assessment services; provision of training, teaching, academic, education, instruction, examination, testing and assessment services; provision of training, teaching, academic, education, instruction, examination, testing and assessment services electronically, by online delivery, by way of the Internet or world wide web; online publication of electronic texts, books, textbooks, brochures, syllabi, examination papers, assessments; examination services; assessment services; educational certification services; certification in relation to examinations and other forms of assessment, education, training and awards; preparation and validation, accreditation, conducting and administration of examinations, assessments and tests; provision of examination papers; information, advisory and consultancy services relating to all of the aforesaid services; all of the aforesaid relating to the provision of education, teaching, training and/or assessment services.

# Provider Contract requirements

# 1 Provider Contract

- 1.1 This Schedule sets out the requirements that Provider Contracts must meet.
- 1.2 Provider Contracts must:
  - 1.2.1 be in writing, enforceable, and on terms that are fair and reasonable;
  - 1.2.2 set out all the requirements with which the Approved Provider must comply in order to continue to deliver the TQ;
  - 1.2.3 establish a sanctions policy to be applied in the event that the Approved Provider fails to comply with the requirements in the Provider Contract;
  - 1.2.4 require the Approved Provider to:
    - (i) take all reasonable steps to ensure that the Supplier is able to comply with its Conditions of Recognition;
    - (ii) retain a workforce of appropriate size and competence to undertake the delivery of the TQ as required by the Supplier;
    - (iii) have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the TQ as required by the Supplier;
    - (iv) undertake the delivery of the qualification required by the awarding organisation in accordance with the Equality Act 2010, any Act that was a statutory predecessor to that Act, or any legislation in a jurisdiction other than England which has an equivalent purpose and effect; and
    - (v) operate a complaints handling procedure or appeals process for the benefit of Students;
  - 1.2.5 where, in accordance with the Approved Assessment Strategy an Approved Provider is permitted to carry out or procure the carrying out

- of marking of Student assessment evidence, set out details for carrying out Moderation;
- 1.2.6 not materially depart from any relevant industry standards and common education sector practices;
- 1.2.7 be materially consistent across all Approved Providers in respect of the provision of the Provider Services and, in particular, shall not discriminate against any particular types, sizes or geographical locations of Approved Providers in connection with the provision of any Provider Services;
- 1.2.8 include appropriate GDPR provisions: where the Supplier, in fulfilling its obligations under this Contract, is acting as a Processor on behalf of an Approved Provider, the Provider Contract will include provisions to ensure that any personal data (as defined in the GDPR) that is Processed by the Supplier in relation to the Provider Services is Processed in accordance with Data Protection Legislation;
- 1.2.9 be consistent with, and to the extent necessary allow for, any information, document and data sharing requirements contained within this Contract (to include any information, documents and data that must be provided by the Supplier to the Authority and/or any third party and any information, documents and data requested by Ofqual);
- 1.2.10 require the Approved Provider to assist the Supplier in carrying out any reasonable monitoring activities and to assist Ofqual in any investigations made for the purposes of performing its functions;
- 1.2.11 allow Approved Providers to purchase Provider Services on an "as and when needed" basis without any minimum or maximum volume commitments (including in relation to the number of Students);
- 1.2.12 require Approved Providers to register all Students on a TQ by the end of November or within such other timescales as are required by the Key Dates Schedule for the relevant Academic Year and pay that part of the Fees referred to in limb (a) of the definition of Fees within 30 days of such registration and provide that, if a Student terminates their study of the TQ before the end of the following January in the same Academic Year, the Supplier must provide a full refund of such Fees (relating to such Student)

- to the Approved Provider (for the avoidance of doubt, if the Student terminates their study of the TQ after the end of the following January in the same Academic Year, the Supplier is not obliged to give a refund);
- 1.2.13 include detailed provisions relating to the Approved Provider's role in quality assurance, such provisions shall give effect to the requirements of the Approved Provider's Quality Assurance Process;
- 1.2.14 require Approved Providers to provide advice and guidance to Students (including any Student no longer enrolled with the Approved Provider) in relation to making enquiries about results (and any further steps that may be taken following such an enquiry (including those contemplated by the Additional Services)) and where such Student reasonably requests the Approval Provider (whether directly or indirectly) to request the provision of an Additional Service, require the Approved Provider to request the provision of such Additional Service from the Supplier;
- 1.2.15 require Approved Providers to seek written approval from the Supplier before permitting a third party (for example training providers or satellite centres) to deliver any part of the TQ, including its assessments, and requires the Approved Providers to agree in writing to the Supplier's requirements before the Supplier approves the use of a third party;
- 1.2.16 place responsibility on the Approved Provider to monitor whether any third party involved with the delivery and assessment of the TQ on its behalf has appropriate capacity and capability; and
- 1.2.17 specify a process to be followed in any withdrawal of the Approved Provider (whether voluntary or not) from its role in delivering the TQ and require Approved Providers to take all reasonable steps to protect the interests of Students in the case of such a withdrawal.

#### 1.3 Provider Contracts must not:

- 1.3.1 include terms in connection with Provider Services that are not strictly necessary for the provision of the relevant Provider Services and/or which are materially inconsistent with any of the Supplier's obligations under this Contract;
- 1.3.2 make the provision of the Provider Services contingent on the take up of any

- further qualifications or services by the Approved Provider;
- 1.3.3 require the Approved Provider to make any payments other than the Fees (e.g. for the avoidance of doubt, Provider Contracts shall not require any fees to be paid by the Approved Provider (or an Eligible Provider) for Provider Approval in relation to a TQ);
- 1.3.4 offer any discounts to the Fees; and/or
- 1.3.5 include provisions that are materially more onerous than any comparable provisions in this Contract.
- 1.4 The Supplier shall not offer to any Approved Provider any rebate, discount or other incentive in relation to services outside the Provider Services (whether or not in the Provider Contract) which is contingent on or linked to the Approved Provider entering into the Provider Contract and/or registering Students for the TQ.

# Commercially Sensitive Information

The content for this Schedule is as below:

**GEN2 W2 Health Commercially Sensitive and/or Confidential Information** 



















# Required Insurances

#### PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

#### 1 Insured

The Supplier

#### 2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

- 2.1 death or bodily injury to or sickness, illness or disease contracted by any person; and
- 2.2 loss of or damage to property,

happening during the period of insurance (as specified in paragraph 5) and arising out of or in connection with the provision of the Services under this Contract.

# 3 Limit of indemnity

Not less than £5,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but £5,000,000 in the aggregate per annum in respect of products and pollution liability.

#### 4 Territorial limits

United Kingdom.

# 5 Period of insurance

From the Effective Date and renewable on an annual basis unless agreed otherwise by the Authority in writing for the Term.

# 6 Cover features and extensions

Indemnity to principals clause.

# 7 Principal exclusions

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.

- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

#### 8 Maximum deductible threshold

Not to exceed £10,000 for each and every third party property damage claim (personal injury claims to be paid in full).

#### PART B: PROFESSIONAL INDEMNITY INSURANCE

### 1 Insured

The Supplier

#### 2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in paragraph 5) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

# 3 Limit of indemnity

Not less than £5,000,000 in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

#### 4 Territorial Limits

United Kingdom

# 5 Period of insurance

From the Effective Date and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) for the Term; and (b) for a period of 6 years thereafter.

#### 6 Cover features and extensions

Retroactive cover to apply to any "claims made policy wording" in respect of this Contract or retroactive date to be no later than the Effective Date.

# 7 Principal exclusions

- 7.1 War and related perils
- 7.2 Nuclear and radioactive risks

# 8 Maximum deductible threshold

Not to exceed £10,000 for each and every claim.

# PART C: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

# <u>Authorised Representatives</u>

The content for this Schedule is as below:

**GEN2 W2** Health Authorised Representatives



# Staff Transfer

# 1. **Definitions**

- 1.1 In this Schedule, the following definitions shall apply:
- "Former Supplier" means the Awarding Organisation that is operating or operated the T Level technical education qualification under the Original Contract;
- "Notified Sub-contractor" means a Sub-contractor to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
- "Replacement Sub-contractor" means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
- "Relevant Transfer" means a transfer of employment to which TUPE applies;
- "Relevant Transfer Date" means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
- "Service Transfer" means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
- "Service Transfer Date" means the date of a Service Transfer;
- "Staffing Information" means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:
  - (a) their ages, dates of commencement of employment or engagement, gender and place of work;
  - (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
  - (c) the identity of the employer or relevant contracting Party;

- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other Employee Liability Information" as such term is defined in regulation 11 of TUPE:
- "Supplier's Final Supplier Personnel List" means a list provided by the Supplier of all Supplier Personnel who will transfer under TUPE on the Service Transfer Date;
- "Supplier's Provisional Supplier Personnel List" means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
- "Transferring Former Supplier Employees" means in relation to a Former Supplier, those employees of the Former Supplier to whom TUPE will apply on the Relevant Transfer Date; and
- "Transferring Supplier Employees" means those employees of the Supplier and/or the Supplier's Sub-contractors to whom TUPE will apply on the Service Transfer Date.

# 2. <u>Interpretation</u>

2.1 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-

contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

# <u>Transferring Former Supplier Employees at Commencement of Services</u>

# 3. Relevant Transfers

- 3.1 The Authority and the Supplier agree that:
  - 3.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
  - 3.1.2 as a result of the operation of TUPE, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10 of TUPE) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.
- 3.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under TUPE and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

# 4. Former Supplier Indemnities

- 4.1 Subject to paragraph 4.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:
  - 4.1.1 any act or omission by the Former Supplier in respect of any Transferring

    Former Supplier Employee or any appropriate employee representative (as

- defined in TUPE) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 4.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier
     Employees which the Former Supplier is contractually bound to honour;
- 4.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 4.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 4.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Subcontractor as appropriate may be liable by virtue of this Contract and/or TUPE; and

- 4.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of TUPE.
- 4.2 The indemnities in Paragraph 4.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
  - 4.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 4.2.2 arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under TUPE.
- 4.3 If any person who is not identified as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Subcontractor pursuant to TUPE then:
  - 4.3.1 the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
  - 4.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 4.4 If an offer referred to in paragraph 4.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall

procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

- 4.5 If by the end of the 15 Working Day period specified in paragraph 4.3.2:
  - 4.5.1 no such offer of employment has been made;
  - 4.5.2 such offer has been made but not accepted; or
  - 4.5.3 the situation has not otherwise been resolved, the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 4.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of paragraphs 4.3 to 4.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of paragraph 4.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 4.7 The indemnity in paragraph 4.6:
- 4.7.1 shall not apply to:
  - (a) any claim for:
  - (b) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
  - equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
  - in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or
  - (e) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and
  - 4.7.2 shall apply only where the notification referred to in paragraph 4.3.1 is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the

Authority and, if applicable, the Former Supplier, within 6 months of the Relevant Transfer Date.

4.8 If any such person as is described in paragraph 4.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in paragraph 4.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under the Law.

# 5. Supplier Indemnities and Obligations

- 5.1 Subject to paragraph 5.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:
  - 5.1.1 any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
  - 5.1.2 the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
    - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour:
  - 5.1.3 any claim by any trade union or other body or person representing any
    Transferring Former Supplier Employees arising from or connected with any
    failure by the Supplier or a Sub-contractor to comply with any legal obligation
    to such trade union, body or person arising on or after the Relevant Transfer
    Date;
  - 5.1.4 any proposal by the Supplier or a Sub-contractor prior to the Relevant
    Transfer Date to make changes to the terms and conditions of employment or
    working conditions of any Transferring Former Supplier Employees to their
    material detriment on or after their transfer to the Supplier or a Sub-contractor
    (as the case may be) on the Relevant Transfer Date, or to change the terms
    and conditions of employment or working conditions of any person who would
    have been a Transferring Former Supplier Employee but for their resignation

- (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 5.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- 5.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date: and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 5.1.7 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date:
- 5.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of TUPE, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13(4) of TUPE; and

- 5.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under paragraph 2.8 above.
- 5.2 The indemnities in Paragraph 5.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under TUPE.
- 5.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under TUPE (including without limitation its obligation to inform and consult in accordance with regulation 13 of TUPE) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

# 6. <u>Information</u>

6.1 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of TUPE. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of TUPE.

# 7. <u>Procurement Obligations</u>

7.1 Notwithstanding any other provisions of this Schedule, where in this Schedule the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the

Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

# 8. <u>Pensions</u>

8.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

# THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

and

# **PEARSON EDUCATION LIMITED**

INTELLECTUAL PROPERTY
ASSIGNMENT AND LICENCE IN
RELATION TO
THE HEALTH AND SCIENCE: HEALTH
T LEVEL TECHNICAL QUALIFICATION

#### THIS ASSIGNMENT AND LICENCE is made on

#### **BETWEEN:**

- (1) THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("Authority"); and
- (2) **PEARSON EDUCATION LIMITED** a company registered in England and Wales (company registration number: **00872828**), whose registered office is at 80 Strand, London, WC2R 0RL ("Supplier"),

each a "Party" and together the "Parties".

#### **BACKGROUND TO THIS ASSIGNMENT AND LICENCE**

- (A) The Authority and the Supplier have entered into a contract on the date of this Assignment and Licence for the design, development and delivery of the technical education qualification element ("TQ") for the Health T Level ("the TQ Agreement").
- (B) The Supplier has agreed to assign certain intellectual property rights to the Authority, and to licence certain intellectual property rights to the Authority in connection with the TQ. The Authority has agreed to grant a licence back to the Supplier in relation to certain assigned intellectual property rights.
- (C) This Assignment and Licence, together with the TQ Agreement sets out the agreed terms of such assignment and licences.

# 1 <u>Assignment and Licence start, formation and interpretation</u>

- 1.1 This Assignment and Licence is legally binding from the Effective Date until it ends in accordance with its terms.
- 1.2 In this Assignment and Licence, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this clause 1 or, where no definition is given in this clause 1, Schedule 1 to the TQ Agreement.
- 1.3 If a capitalised expression does not have an interpretation in this clause 1 or Schedule 1 to the TQ Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.4 In this Assignment and Licence, unless the context otherwise requires:

- 1.4.1 the singular includes the plural and vice versa;
- 1.4.2 reference to a gender includes the other gender and the neuter;
- 1.4.3 references to a person include an individual, company, body corporate, Corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.4.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
- 1.4.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time:
- 1.4.6 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- 1.4.7 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.4.8 references to "clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Assignment and Licence and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.4.9 references to "paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedule unless otherwise provided; and
- 1.4.10 the headings in the Assignment and Licence are for ease of reference only and shall not affect the interpretation or construction of this Agreement and Licence.

1.5 In this Assignment and Licence, unless the context otherwise requires, the following words shall have the following meanings:

"Ancillary Materials" means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier.

Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) documentation which provides an overview or analysis of Student performance (including chief examiner and chief moderator reports), which include but are not limited to, examples of student responses to assessment questions and/or tasks as well as narrative explaining why students did well/ less well on individual items/ components/ subcomponents);
- (f) data on Student credits;
- (g) data on Student appeals;
- (h) data on special considerations for Students;
- (i) the Assessment Strategy;
- (j) Student registrations;
- (k) draft materials in preparation for forthcoming assessments;
- (I) the Key Dates Schedule (in respect of forthcoming assessments);
- (m) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ;

- (n) materials from completed assessments, such as completed Students' examination answer booklets; and
- (o) TQ Live Assessment Materials

"Approval" has the same meaning as in the TQ Agreement;

"Assigned Rights" means the Intellectual Property Rights in the Key Materials;

"Authority Authorised Representative" has the same meaning as in the TQ Agreement;

"Background IPR" means any IPR owned by a Party prior to the Effective Date or created or developed by a Party otherwise than in the provision of the Services or under or in connection with the TQ Agreement, but does not include IPR in Key Materials;

"Beneficiary" means a Party having (or claiming to have) the benefit of an indemnity under this Assignment and Licence;

"Claim" means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Assignment and Licence;

"Continuing Activities" means activities of the Supplier under the TQ Agreement which continue following the end of the second Academic Year for the final Exclusive Cohort (each as defined in the TQ Agreement) in relation to the TQ as offered by the Supplier, such as retakes, appeals, and any ongoing records management contracted to the Supplier;

"Default" means any breach of the obligations of the Supplier (including abandonment of the Assignment and Licence in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Assignment and Licence and in respect of which the Supplier is liable to the Authority;

"Deliverables" means all information and data the Supplier creates, identifies for use, or uses as part of or for the Operation of the TQ, including Products and Management Information;

"Dispute" means any claim, dispute or difference which arises out of or in connection with this Assignment and Licence or in connection with the negotiation, existence, legal validity, enforceability or termination of this Assignment and Licence, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

"Effective Date" means the date on which the last Party to sign has signed this Assignment and Licence:

"Final Approval Milestone" has the meaning given in the TQ Agreement;

"Future Supplier" means any Awarding Organisation appointed, at any point in the future and including any Replacement Supplier, to operate one or more T Level technical education qualifications by or at the direction of the Authority from time to time, and where the Authority is operating a T Level technical education qualification, shall also include the Authority;

"Indemnifier" means a Party from whom an indemnity is sought under this Assignment and Licence;

# "Insolvency Event" means:

- (a) in respect of a company:
  - (i) 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; or
  - (ii) 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); or
  - (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working 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; or
  - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
  - (v) 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; or

- (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (vii) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (b) where the person is an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
- (c) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

#### "Intellectual Property Rights" or "IPR" means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"IPR Claim" means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under the TQ Agreement or this Assignment and Licence;

"**Key Materials**" means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably require ownership include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or otherwise reproduce such materials (in whole or in part), to supply or communicate the same, or to be able to control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

# Key Materials shall include:

- (a) specifications of content for each TQ including core and all specialist components;
- (b) assessment guidelines (for Providers);
- (c) quality assurance requirements (for Providers);
- (d) specimen assessment materials;
- (e) standards exemplification materials;
- (f) supplementary specimen assessment materials
- (g) employer set project guide exemplar responses
- (h) employer set project grade exemplar responses
- (i) updates or redevelopments of specifications of content;
- (j) updates and redevelopments of any Key Materials; and
- (k) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

#### Key Materials shall not include:

- (1) Support Materials, insofar as they are not part of any of the expressly included items listed above;
- (2) question banks insofar as they are not part of any of the included items listed above and are not developed for the TQ; and
- (3) any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing postextraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

"Know-How" means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services;

"Law" means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;

"Losses" means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;

#### "New IPR" means:

- (c) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the TQ Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
- (d) IPR in or arising as a result of the performance of the Supplier's obligations under the TQ Agreement and all updates and amendments to the same,

but shall not include any IPR owned by the Supplier prior to the Effective Date;

"Operate" in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a T Level technical education qualification or not); and "Operation" and other cognate terms shall have a corresponding meaning;

"Party" means the Authority or the Supplier and "Parties" means both of them where the context permits;

"Product" has the meaning given in the TQ Agreement;

"**Provider**" means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students;

"Replacement Services" means any services which are substantially similar to any of the Services (including the supply of any Products) and which the Authority receives in substitution

for any of the Services, whether those services are provided by the Authority internally and/or by any third party;

"Replacement Supplier" has the meaning given in the TQ Agreement;

"Required Insurances" has the meaning given in the TQ Agreement;

"Services" means the services as described in Schedule 2 to the TQ Agreement (Service Requirements) including any Additional Services as defined in the TQ Agreement;

"**Termination Notice**" means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Assignment and Licence on a specified date and setting out the grounds for termination:

"Third Party IPR" means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

"TQ Agreement" has the meaning given in recital A (above);

"Transparent" means that students and employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

"Working Day" means any day other than a Saturday or Sunday or public holiday in England and Wales.

# 2 Assignment

21.2 Pursuant to and for the consideration set out in the TQ Agreement, the Supplier assigns to the Authority, absolutely with full title guarantee all its right, title and interest in and to all of the Intellectual Property Rights in the Key Materials (which, for the avoidance of doubt, includes the Guide Standard Exemplification Materials) including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights on or after the date of this Assignment and Licence. Such assignment shall take place on the earlier of:

- 2.1.1 the creation of any relevant materials known to be Key Materials;
- 2.1.2 the identification by the Supplier of the use of the relevant materials as part of the TQ; and
- 2.1.3 delivery of the relevant Key Materials to the Authority, or Operation of the TQ by the Supplier.
- 2.2 With the exception of Guide Standard Exemplification Materials, all Key Materials are relevant course documents for the purposes of section A2D3(4) of the Apprenticeships, Skills, Children and Learning Act 2009, and on approval of the TQ at the Final Approval Milestone and on any subsequent Approval, to the extent that any copyright or any rights in copyright forming part of the Assigned Rights have not then been assigned to and vested absolutely in the Authority, they shall be transferred to the Authority by operation of statute in accordance with section A2IA of the Apprenticeships, Skills, Children and Learning Act 2009. Intellectual Property Rights in the Guide Standard Exemplification Materials is assigned to the Authority by virtue of 2.1 above.

# 3 <u>Licences to the Authority</u>

- 3.1 The Supplier hereby grants to the Authority (and the Authority shall have, in addition to any retained rights under clause 13.8 of the TQ Agreement) a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, exploit and sub-license the IPR in the Ancillary Materials and the Supplier's Background IPR and, in respect of any IPR in Key Materials, in each case to the extent that the same are not at the relevant time vested absolutely in the Authority, as necessary to enable the Authority (and its sub-licensees) to:
  - 3.1.1 use the Key Materials and Ancillary Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and
  - 3.1.2 to use the Key Materials and the Ancillary Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials and the Ancillary Materials:
    - (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, during any Transition

- Period and following expiry or termination of the TQ Agreement; and
- (ii) to deliver and Operate the TQ and any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
- 3.1.3 otherwise to receive and use the Services and the Deliverables and allow any Future Supplier to use the Deliverables; and to sub-license others to exercise the rights set out in this clause 3.1.
- 3.2 The Authority agrees that it shall use any Ancillary Materials which fall solely within element (I) of the definition of Ancillary Materials (being "lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ") only for the purposes of planning for or executing an Emergency Exit.

#### 4 <u>Licence to the Supplier</u>

4.1 The Authority hereby grants to the Supplier, in respect of the Assigned Rights, a worldwide, royalty free, perpetual and irrevocable non-exclusive licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during and after the Term, but not, save as provided in the TQ Agreement, to use the same as part of a T Level, such licence being subject to clauses 13.13 and 13.14 of the TQ Agreement (which for these purposes shall survive any termination or expiry of the TQ Agreement).

# 5 Warranties and representations

- 5.1 The Supplier warrants and represents (on the Effective Date and on any relevant assignment or grant of licence taking effect) that:
  - 5.1.1 it is or will be the sole legal and beneficial owner of, and that it owns all the rights and interests in the Assigned Rights no later than the time for assignment specified in clause 2.1 or when they are assigned in accordance with clause 13.2.1 of the TQ Agreement, save for Assigned Rights other than New IPR, in respect of which it has previously notified the Authority and the Authority has agreed in writing that this warranty shall not apply;
  - 5.1.2 where it is not the sole legal and beneficial owner of the Assigned Rights, including the Assigned Rights which are to be used or embodied in any Key Materials,

it has established that all owners of such rights consent to their assignment and transfer absolutely to the Authority;

- 5.1.3 it has all the necessary right and title to grant all the licences granted to the Authority under this Assignment and Licence and the TQ Agreement;
- 5.1.4 it has not licensed or assigned and of the Assigned Rights other than pursuant to this Assignment and Licence or the TQ Agreement;
- 5.1.5 the Assigned Rights are free from any security interest, option, mortgage, change or lien;
- 5.1.6 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 5.1.7 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 5.1.8 the use of the Key Materials and Ancillary Materials, and exploitation of the Assigned Rights by the Supplier in the provision of the Services and Deliverables or by the Authority in receiving and using the Services and Deliverables or procuring any Replacement Services or by aby Future Supplier in Operating any Replacement Services, will not infringe the rights of any third party; and
- 5.1.9 the Key Materials are its original work and have not been copied wholly or substantially from any other source.

#### 6 Indemnity

- 6.1 Subject to clause 19, if there is an IPR Claim, the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 6.2 If an IPR Claim is made or anticipated, the Supplier must at its own expense and the Authority's sole option, either:
  - 6.2.1 obtain for the Authority the rights in clause 2.1 and 3.1 without infringing any Third Party IPR; or
  - 6.2.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

# 7 Moral rights

7.1 The Supplier shall procure written absolute waivers from all authors of the Key Materials and Ancillary Materials in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Key Materials and Ancillary Materials and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

# 8 Ending or extending the Assignment and Licence

- 8.1 This Assignment and Licence ends if terminated by the Authority for any reason set out in this Assignment and Licence.
- 8.2 If any of the following events happen, the Authority has the right to immediately

  Terminate this Assignment and Licence or any of the licences granted under this

  Assignment and Licence by issuing a Termination Notice to the Supplier (in the latter case specifying the relevant licences):
  - 8.2.1 a Default incapable of remedy;
  - 8.2.2 a Default capable of remedy that us not corrected within 30 days; and
  - 8.2.3 anything occurs which entitles the Authority to terminate the TQ Agreement.

# 9 Claims against third parties

9.1 The Supplier may take any action it considers appropriate or necessary, subject to the Authority's prior written consent, not to be unreasonably withheld or delayed, if there is a breach, other than in connection with the TQ, by a third party of the Authority's rights in any IPR licensed to the Supplier under clause 4, and the Authority agrees to provide all such assistance as the Supplier may reasonably require (subject to meeting the Authority's reasonably agreed costs and expenses and the Supplier hereby indemnifying the Authority in respect of any loss, damage or liability the Authority incurs by reason of any such action).

# 10 Further assurance

- 10.1 At the Authority's expense the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment and Licence and the TQ Agreement, including:
  - 10.1.1 registration of the Authority as applicant or (as applicable) proprietor of the Assigned Rights; and

- 10.1.2 assisting the Authority in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Authority against or by any third party relating to the Assigned Rights.
- 10.2 The Supplier appoints the Authority to be its attorney in its name and on its behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Authority to obtain for itself or its nominee the full benefit of this Assignment and Licence.
- 10.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Supplier's obligations under this Assignment and Licence and the proprietary interest of the Authority in the Assigned Rights and so long as such obligations of the Supplier remain undischarged, or the Authority has such interest, the power may not be revoked by the Supplier, save with the consent of the Authority.
- 10.4 Without prejudice to clause 10.2, the Authority may, in any way it thinks fit and in the name and on behalf of the Supplier:
  - 10.4.1 take any action that this Assignment and Licence requires the Supplier to take;
  - 10.4.2 exercise any rights which this Assignment and Licence gives to the Supplier; and
  - 10.4.3 appoint one or more persons to act as substitute attorney(s) for the Supplier and to exercise such of the powers conferred by this power of attorney as the Authority thinks fit and revoke such appointment.
- 10.5 The Supplier undertakes to ratify and confirm everything that the Authority and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 10.

### 11 How much each Party can be held responsible for

- 11.1 Each Party's total aggregate liability under this Assignment and Licence (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1 million.
- 11.2 No party is liable to the other for:
  - 11.2.1 any indirect Losses; or

- 11.2.2 loss if profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)
- 11.3 The limitation of liability set out in clause 11.1 does not apply to either Party in relation to the following:
  - its liability for death or personal injury caused by its negligence, or that of its employees, against or subcontractors;
  - 11.3.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
  - any liability that cannot be excluded or permitted by Law.
- 11.4 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Assignment and Licence, including where any such Losses are covered by an indemnity.
- 11.5 When calculating the Supplier's liability under clause 11.1, Losses covered by Required Insurances will not be taken into consideration.

# 12 Invalid parts of this Assignment and Licence

12.1 If any part of this Assignment and Licence is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be removed from this Assignment and Licence as much as required and rendered ineffective as far as possible without affecting the rest of the Assignment and Licence, or whether it is valid or enforceable.

# 13 No other terms apply

- 13.1 Except as otherwise expressly provided in this Assignment and Licence or in the TQ Agreement, the provisions incorporated into this Assignment and Licence are the entire agreement between the Parties. The Assignment and Licence replaces all previous statements and agreements whether written or oral. No other provisions apply.
- 13.2 Variation of this Assignment and Licence is only effective if agreed in writing and signed by both Parties.

### 14 Other people's rights in this Assignment and Licence

14.1 No third parties may use the Contracts (Rights of Third Parties) Act ("CRTPA") to enforce any term of this Assignment and Licence unless stated (referring to CRTPA)

in this Assignment and Licence. This does not affect third party rights and remedies that exist independently from CRTPA.

#### 15 Relationships created by this Assignment and Licence

15.1 This Assignment and Licence does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

#### 16 Giving up contract rights

16.1 A partial or full waiver or relaxation of the terms of this Assignment and Licence is only valid if it is stated to be a waiver in writing to the other Party.

#### 17 Transferring responsibilities

- 17.1 The Supplier must not assign this Assignment and Licence without Approval.
- 17.2 The Authority can assign, novate or transfer this Assignment and Licence or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 17.3 The Supplier must enter into a novation agreement in the form that the Authority specifies in order to use its rights under clause 17.2.
- 17.4 The Supplier can terminate this Assignment and Licence if it is novated under clause 17.2 to a private sector body that is experiencing an Insolvency Event.

# 18 How to communicate about this Assignment and Licence

- 18.1 All notices under this Assignment and Licence must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 18.2 Notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Authority's Head of Commercial Delivery Management and the Authority's General Counsel
- 18.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

# 19 Dealing with claims

- 19.1 If a Beneficiary is notified or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 19.2 At the Indemnifier's cost the Beneficiary must both:
  - 19.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - 19.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 19.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 19.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 19.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 19.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 19.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
  - 19.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - 19.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

# 20 Resolving disputes

20.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

- 20.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 20.3 to 20.5.
- 20.3 Unless the Authority refers the Dispute to arbitration using clause 20.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
  - 20.3.1 determine the Dispute;
  - 20.3.2 grant interim remedies, or any other provisional or protective relief.
- 20.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 20.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 20.4, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 20.4.
- 20.6 The Supplier cannot suspend the performance of this Assignment and Licence during any Dispute.

# 21 Which law applies

21.1 This Assignment and Licence and any issues arising out of, or connected to it, are governed by English law.

# <u>ANNEX</u>

# **IPR Assurance Certificate**

This certificate is given pursuant to clause 13.9 of the agreement ("Contract") between the Institute for Apprenticeships and Technical Education ("Authority") and the supplier named below ("Supplier"), and the Intellectual Property Assignment and Licence between the Authority and the Supplier (which also forms Schedule 14 of the Contract) ("Assignment and Licence").1

#### **Guidance:**

When to complete this certificate: This certificate should be completed in respect of each Deliverable (as defined in the Contract) which is made available to the Authority under the Contract, and a completed certificate should be supplied to the Authority with that Deliverable. This includes updates to existing Deliverables.

*Purpose of this certificate*: This certificate is intended to confirm that the specific Deliverable fully complies with the intellectual property provisions of the Contract. A copy of the certificate will be retained by the Authority as evidence of the intellectual property position.

#### **Supplier Declaration:**

We (being the Supplier named below) confirm that the Deliverable(s) supplied together with (or shortly before or after) this certificate, all elements of which are listed in either Table 1 or Table 2 below<sup>2</sup>, comply with the intellectual property provisions in the Contract, in particular the applicable warranties set out in clause 5 of the Assignment and Licence.

We confirm that the Deliverable(s) either:

- (i) contain no third party intellectual property rights, or
- (ii) contain third party intellectual property rights and we have obtained the consent of the applicable third party:
  - in the case of Key Materials, to their assignment and transfer to the Authority; and/or
- in the case of Ancillary Materials, to their licence to the Authority, in each case on the terms and conditions of the Contract and Assignment and Licence.

We confirm that this certificate overrides any statement or copyright notice forming part of the Deliverable(s) which is in any way inconsistent with this certificate. We agree that this certificate does not detract in any way from the rights granted to the Authority in the Contract.

#### **Key Materials**

We confirm that the Deliverable(s) set out in Table 1 below, or the elements of the Deliverable(s) set out in Table 1 below, are Key Materials, as defined in the Contract:

<sup>&</sup>lt;sup>1</sup> The parties have agreed to replace the certificate in the form set out in the Annex to Schedule 14 of the Contract with this completed version, which lists Deliverables that are being made available to the Authority. For the avoidance of doubt, an additional completed version of this certificate may be produced for a Deliverable in the event that the Deliverable is updated and made available to the Authority. No Deliverable(s) listed on this and any other certificate shall be removed or replaced unless otherwise specified by the Authority.

<sup>&</sup>lt;sup>2</sup> If, by exception, the Supplier asserts that the Deliverable includes elements which are neither Key Materials nor Ancillary Materials, this should be notified in writing to the Authority prior to the relevant Deliverable being made available to the Authority.

Table 1

TQ Deliverable	Component	Filename/Title	Version	Date submitted	Key Material Applicable Rights
Deliverable name (e.g.	Occupational Specialism	Filename as saved / visible to end users who will download the file	number as submitted	version was submitted to the Authority	Set out elements which are Key Materials, or confirm "entire Deliverable"

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 1 as Key Materials, have vested or hereby vest in the Authority pursuant to the Assignment and Licence.

# **Ancillary Materials**

We confirm that the Deliverable(s) set out in Table 2 below, or the elements of the Deliverable set out in Table 2 below are Ancillary Materials, as defined in the Contract:

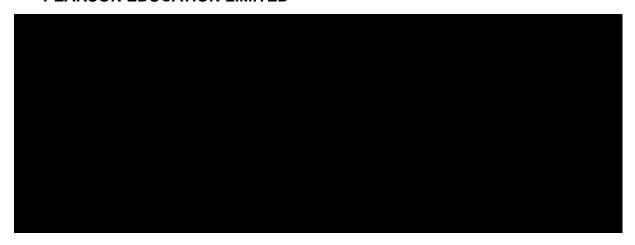
Table 2

TQ Deliverable	Component	Filename/Title	Version	Date submitted	Ancillary Material Applicable Rights
Set out the Product /	Record "N/A" if	Filename as saved / visible to end users who will download	Version	Date the final	Set out elements
Deliverable name	not applicable	the file	number as	version was	which are Ancillary
(e.g. "Assessment			submitted	submitted to the	Materials, or
Strategy"			and	Authority	confirm "entire
			recorded	-	Deliverable"
			on the		
			Deliverable		

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 2 as Ancillary Materials, are licensed to the Authority on the terms and conditions of and pursuant to the Assignment and Licence.

# Signed by

# PEARSON EDUCATION LIMITED



Signed by
THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION

