

THIS CONTRACT is made on the 4th day of May 2021

between the Parties

- 1 **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT (the "**Authority**"); and
- 2 **TEACH FIRST** whose registered office is at 6 Mitre Passage, Greenwich Peninsula, London, SE10 0ER and whose company number is 04478840 (the "**Contractor**") each a "**Party**" and together the "**Parties**".

It is agreed that:

1. this contract, together with the attached Schedules and annexes, collectively form the "**Contract**"; and
2. if there is a conflict between the provisions of the Clauses of the Contract and the provisions of the Schedules, the following order of precedence shall apply:
 - (a) Schedule 2 (Terms and Conditions);
 - (b) Schedule 1 (Specification);
 - (c) Schedules 3 to 14, 16 to 20; and
 - (d) Schedule 15 (Contractor's Solution).

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

SIGNED for and on behalf of:	SIGNED by for and on behalf of:
Teach First (the Contractor)	The Secretary of State for Education (the Authority)

TEACH FIRST

CONTRACT REFERENCE NUMBER: 3044_con_8379

The Provision of the High Potential Initial Teacher Training Programme

Between

THE SECRETARY OF STATE FOR EDUCATION

and

TEACH FIRST

Redacted

EMBEDDED FILES

This Contract contains the files set out in the Table below, in embedded format. The Parties confirm that they have reviewed the content of the files and agree that they are correct. The Parties therefore agree that the versions as set out in the Table form part of this Contract and are binding on each Party.

Contract Reference	Document	Attachment Name	Date and Timestamp
Clause 1 - Definitions and Interpretation "SME MI Reporting Template"	SME Data Collection Reporting Template	"SME MI Reporting Template.xlsx"	Published at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/698489/18_04_10_SME_measures_PPN_118_Annex_C_-_Departmental_Contract_SME_Data_CollectionTemplate_-_xlsx
Schedule 3 - Financials Annex 1 - Pricing Model	Pricing Model	"HPITT_Pricing_Model_Teaching_Material_Teach_First.xlsx"	Response submitted through Jaggaer itf. 422 on 18/12/2020 16:32:27 by Redacted named "HPITT_Pricing_Model_Teaching_Material_Teach_First.xlsx"
Schedule 3 - Financials Annex 3 - Risk Register	Risk Register	"Schedule 3 Financials Annex 3 Risk Register"	Response submitted through Jaggaer itf. 422 on 18/12/2020 16:32:27 by Redacted named "HPITT Annex F Teach First_clean version.xlsx"
Schedule 5 - Implementation Plan Annex 1 - Implementation Plan	Implementation Plan	"Schedule 5 Implementation Plan"	Response submitted through Jaggaer itf. 422 on 18/12/2020 16:32:27 by Redacted named "HPITT Annex E Teach First_clean version.xlsx"
Schedule 15 - Contractor's Solution Annex D - Business Continuity Plan	Business Continuity Plan	"Teach First Business Continuity Manual.pdf"	Response submitted through Jaggaer itf. 422 on 18/12/2020 16:32:27 by Redacted named "HPITT Annex D Teach First_clean version.pdf"
Schedule 15 - Contractor's Solution Annex E	Implementation Plan	"HPITT Annex E Teach First_clean version Q2"	Response submitted through Jaggaer itf. 422 on 18/12/2020 16:32:27 by Redacted named "HPITT Annex E Teach First_clean version.xlsx"

Contract Reference	Document	Attachment Name	Date and Timestamp
Schedule 15 - Contractor's Solution Annex F	Risk Register	"HPITT Annex F Teach First_clean version Q2"	Response submitted through Jaggaer itf. 422 on 18/12/2020 16:32:27 by Redacted named "HPITT Annex F Teach First_clean version.xlsx"
Schedule 15 - Contractor's Solution Annex H	Organisational Chart	"HPITT Annex H Teach First_clean version Q2"	Response submitted through Jaggaer itf. 422 on 18/12/2020 16:32:27 by Redacted named "HPITT Annex H Teach First_clean version.pptx"

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SCHEDULE 1
THE SPECIFICATION

A. INTRODUCTION

1. Policy Background

1.1. The government wants to provide world-class education, training and care for everyone, whatever their background. To help achieve this all schools in England must have access to high quality teachers, especially those schools serving disadvantaged areas.

1.2. The High Potential Initial Teacher Training and Leadership Development (HPITT) Programme aims to support this ambition by recruiting and developing high quality graduates and career changers who might not otherwise have considered teaching or working in a school serving economically disadvantaged pupils. These Participants will supplement the supply of new teachers into schools and early years settings serving low income communities, with high numbers of disadvantaged and low attaining pupils (i.e. in Eligible Schools).

2. Purpose

2.1. The Programme is intended to attract Participants with a 2:1 degree or above into teaching and place them in Eligible Schools. The Contractor is expected to provide a Programme that will successfully compete with other high profile and well-respected graduate recruitment programme¹ and attract Participants into teaching. Programme Participants will be employed to fill vacancies, undertake employment-based Initial Teacher Training and contribute to the schools' overall improvement.

2.2. The key objectives of the Programme are to:

2.2.1. Recruit the best and brightest graduates and career changers who have the potential to be highly skilled teachers and leaders and who would be otherwise unlikely to join the profession or work in an Eligible School;

2.2.2. Train them to be highly skilled teachers and emerging leaders and fill teacher vacancies at primary and secondary schools and early years settings throughout England that have high numbers of deprived and low attaining pupils to help close the attainment gap between deprived pupils and their peers.

2.3. The Programme should also prepare, support, inspire and encourage Participants to consider the range of career progression pathways in education and promote the longer-term benefits of progressing a career in teaching or education sector.

B. THE SERVICES

3. Overview

3.1. The Contractor shall design, develop and deliver a high quality and innovative Programme to recruit the best and brightest graduates and career changers into teaching and place them in Eligible Schools.

3.2. The Contractor shall deliver the following Services:

¹ Such as those that appear the annual [Times Top 100 Graduate Employers](#) list or similar

- branding guidelines, and seek the approval of and work collaboratively with the Authority in the development of, or refresh of the branding for the Programme and also any major strategic developments or shifts in the marketing of the programme; and
- 4.1.7. participate in quarterly strategic marketing meetings with the Authority as set out in Schedule 14 (Contract Management Provisions), paragraph 8 of the Contract.
- 4.2. PASS process and reporting: The Contractor shall:
- 4.2.1. as set out in Clause 15.6 of the Contract, follow the [Cabinet Office approvals process](#) for the approval of all marketing spend under the contract. The spend will form part of the overarching Teacher Recruitment Campaign PASS that the Authority submits, the HPIJT section will be jointly written by the Authority and the Contractor. As part of this process the Contractor shall consult with the Authority's recruitment marketing team during the development of its marketing proposals and submit them to the Authority in an [OASIS plan](#) on an annual basis for how the budget requested is to be spent – this should include a proposed budget profile for the year. Contractors should be aware that marketing spend is approved via PASS on a FINANCIAL YEAR basis and therefore will likely span recruitment cycles, this will need to be taken into account in the Contractor's planning. The Contractor shall not commit any marketing budget for the next financial year, for example booking media without PASS approval for the new FY year being in place. The PASS process is subject to change and there is no guarantee that levels of marketing spend approved under the contract will remain the same year to year;
- 4.2.2. adhere to [Cabinet Office guidance on procuring communications services](#) for approved spending including but not limited to paid for media. All new contracts for the supply of any communications services must be procured through government frameworks approved by the Cabinet Office. For guidance on procurement through approved frameworks please refer to the Crown Commercial Service website; and
- 4.2.3. report to the Authority regularly against the performance indicators included in the PASS submission for submission to Cabinet Office. The Contractor shall also submit to the Authority a quarterly update on marketing spend against budget as set out in Table 1 of Schedule 16 (Records Provision and Management Information). The cycle of approvals and reporting will be agreed before the contract commences based on the phases of the proposed campaign activity.
- 4.3. Conversion of Candidates, the Contractor shall:
- 4.3.1. Subject to the Candidates informed consent, ensure that the contact details of Candidates in the Programme's pipeline are passed to the Authority's ["Get Into Teaching"](#) service ("Get Into Teaching" is the Authority's information line for, and database of, prospective Candidates to teacher training) on a monthly basis as set out in Table 1 of Schedule 16 (Records Provision and Management Information). This should include details of unsuccessful Candidates, those that withdraw their applications, those who register interest but don't apply, and any individuals for whom mainstream ITT may be a more suitable option – for example individuals who are interested in teaching, but don't wish/aren't suitable for an employment based route or working in an Eligible School. This means that ALL Candidates need to be asked to agree at the outset to such data sharing as
- 3.2.1. Attraction of Candidates
- 3.2.2. Candidate Recruitment and Selection
- 3.2.3. Initial Teacher Training
- 3.2.4. Leadership Development
- 3.2.5. Participant Retention and Ongoing Support
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- 3.2.7. Contractor Management Information
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- 3.2.11. Contractor Performance Management
- 3.2.12. Contractor Assurance
- 3.2.13. Implementation and Resourcing
- 3.2.14. Demobilisation and Exit Planning
- 3.3. The Contractor shall deliver the required Services to the following timescales:
- 3.3.1. Attraction of Candidates and Candidate Recruitment and Selection to commence on the Service Commencement Date;
- 3.3.2. The 2022 cohort to start Year 1 of the Programme by 30 September 2022 and Year 2 of the Programme by 30 September 2023; and
- 3.3.3. The 2023 cohort to start Year 1 of the Programme by 30 September 2023 and Year 2 of the Programme by 30 September 2024;
- 4. Attraction - commencing on or before 31 October 2021**
- 4.1. Marketing/Branding: The Contractor shall:
- 4.1.1. develop and implement a communications and marketing strategy to promote the Programme nationally to attract applications from graduates or career changers with potential to be highly skilled teachers and influential classroom leaders with a clear focus on those who might not otherwise consider teaching or working in an Eligible School;
- 4.1.2. ensure the marketing of the programme is positioned such that it competes favourably with other high-profile graduate schemes;
- 4.1.3. ensure the marketing of the Programme compliments and does not compete with the Authority's wider marketing campaign to attract trainee teachers;
- 4.1.4. positively contribute towards the Authority's wider aim of increasing the overall appeal of the teaching so that it is viewed as a more attractive profession;
- 4.1.5. demonstrate and articulate a clear connection with the Authority's 'Teaching' brand and set out in detail how the Programme brand will be integrated with the wider Teaching brand. The Contractor should specifically consider how they present this relationship from an audience perspective so the audience understand the range of options available to them and why they may choose one over the other;
- 4.1.6. as set out in Clause 13.17 of the Contract, comply with the Authority's

necessary to support this requirement.

- 4.3.2. work with the Authority to maximise the likelihood that any Candidate with the potential to teach but who is not successful in their application for this Programme or who registers interest but does not apply for the Programme applies for a mainstream training route; and
- 4.3.3. signpost any potential Candidate that has an initial engagement with the Contractor and is interested in teaching but not the HPITT Programme to Get Into Teaching.

5. Participant Recruitment and Selection - commencing on or before 31 October 2021

5.1. The Contractor shall:

- 5.1.1. have a robust recruitment and selection process, for graduates and career changers, which is undertaken in a way that is fair, open and transparent, promotes equality of opportunity and avoids discrimination as per the ITT Criteria and Supporting Advice;
- 5.1.2. assess and select Candidates, ensure those entering the Programme have the suitability to train to teach and to develop the skills, behaviours and resilience to succeed as teachers and have a positive impact on the educational outcomes of disadvantaged pupils;
- 5.1.3. ensure all successful Candidates meet the entry requirements for initial teacher training as per the ITT Criteria and Supporting Advice;
- 5.1.4. have a strategy for maximising the conversion from initial registrations/expressions of interest, to applications, to selection and Programme starts;
- 5.1.5. recruit 3,500 Participants over two cohorts: with the first cohort of 1,750 Participants beginning the Programme by 30 September 2022 and a second cohort of 1,750 Participants beginning the Programme by 30 September 2023;
- 5.1.6. ensure at least 60% of Participants are from Russell Group Universities;²
- 5.1.7. ensure at least 90% of Participants have a 2:1 or higher degree classification;
- 5.1.8. meet annually determined subject specific recruitment targets (set in August each year) which align with the Authority's teacher recruitment priorities. The overall target for shortage subjects along with an individual subject breakdown will be provided to the Contractor by August 2021 for the 2022 cohort and by August 2022 for the 2023 cohort. For illustration purposes the 2021 cohort target was:
- 5.1.8.1. "at least 600 of which (or 34% of the cohort if this is higher) are linked to priority subjects (currently chemistry, computing, modern foreign languages, mathematics and physics)"
- 5.1.8.2. Table 1 provides the targets for the 2021 cohort by subject and phase, aligning with the Authority's teacher recruitment priorities.

Table 1

Subject	Annual Targets
Primary / Early Years	450
Secondary	
Biology	120
Business Studies	25
Chemistry	70
Computing	40
Design & Technology	35
English	330
Geography	75
History	60
Mathematics	270
Modern Foreign Languages	145
Music	20
Physics	80
Religious Education	30
Total	1750

5.2. Subject to the prior written approval of the Authority the Contractor may recruit more than 1,750 Participants for each cohort but the maximum number that will attract an Output Payment will be 2000 per cohort.

6. Initial Teacher Training

6.1. The Contractor shall:

- 6.1.1. ensure all Participants are prepared to start their Initial Teacher Training and work as unqualified teachers by the start of the Programme i.e. by 30 September 2022 for the 2022 cohort and by 30 September 2023 for the 2023 cohort;
- 6.1.2. develop and deliver Initial Teacher Training in conjunction with accredited Initial Teacher Training providers (as required) and schools which:
- 6.1.2.1. complies with the entry, training, management and quality assurance and employment-based criteria as set out in the [ITT](#)

² <https://russellgroup.ac.uk/about/our-universities/>

- [Criteria and Supporting Advice](#) and enables Participants to meet the [Teachers' Standards](#); and
- 6.1.2.2. encompasses the full entitlement described in the [ITT Core Content Framework](#) (2019 as updated and amended);
 - 6.1.3. ensure that the delivery of Initial Teacher Training is designed to lead to qualified teacher status (QTS) after one year and ensure that 90% of recruits that start the Programme achieve QTS by the end of the Programme;
 - 6.1.4. ensure that all Initial Teacher Training is delivered at locations in England; and
 - 6.1.5. facilitate subject knowledge enhancement (SKE) course³ pre-Initial Teacher Training where required with Authority funded SKE training providers. The arrangements for the SKE programme are reviewed by the Authority on an annual basis and may change. For example the range of subjects funded may change to make best use of DfE funding to support recruitment to Initial Teacher Training. The arrangements are published on gov.uk and "Get Into Teaching" websites and the Contractor shall ensure that they are familiar with the latest published information.

Ofsted ratings

- 6.2. The Contractor shall ensure all accredited Initial Teacher Training providers engaged in delivering the programme are not rated less than 'Good' by [Ofsted](#) in their latest Initial Teacher Education inspection across the phases in which they are training. The Contractor may engage newly accredited Initial Teacher Training providers in delivering the programme pending their receipt of a first Ofsted inspection.
- 6.3. Should the rating of an accredited Initial Teacher Training provider fall below an Ofsted rating of 'Good', then the Contractor shall ensure the quality of the ongoing Initial Teacher Training provision for Participants is maintained. Should the accredited Initial Teacher Training provider receive a less than 'Good' rating on re-inspection, the Contractor shall remove them as a partner at the earliest opportunity, whilst protecting the interest of current trainees and future candidates.

7. Leadership Development

- 7.1. The Leadership Development element of the HPITT Programme is intended to support the overall Programme objective to train Participants to be highly skilled teachers and emerging leaders, and fill teacher vacancies at primary and secondary schools and early years settings that have high numbers of deprived and low attaining pupils, to help close the attainment gap between deprived pupils and their peers.

- 7.2. The Contractor shall:

- 7.2.1. develop and deliver a leadership development programme with clear aims, objectives and outcomes that:
 - 7.2.1.1. spans the two-year programme; and
- 7.2.1.2. trains and supports Participants to become excellent practitioners and emerging leaders. This shall be additional to a full Initial Teacher Training programme and shall include:
 - 7.2.1.2.1. training and experiences to prepare Participants for a range of career progression pathways in education

- 7.2.1.2.2. including into school leadership; and opportunities to form and maintain networks committed to improving the educational opportunities for disadvantaged pupils and closing the attainment gap between disadvantaged pupils and their peers.

8. Participant Retention and Ongoing Support

- 8.1. The Contractor shall:
 - 8.1.1. ensure that all schools involved in the training of teachers offer the following support as a minimum:
 - 8.1.1.1. a trained and quality-assured mentor;
 - 8.1.1.2. a reduced teaching timetable; and
 - 8.1.1.3. release time to allow the Participants to spend time teaching in another school;
- In meeting these requirements it is for the Contractor to determine what will be a suitable timetable, in conjunction with schools and the accredited ITT provider, taking into account all government policy in relation to ITT and the relevant cohort, as is in operation from time to time, as set out in 8.1.2. The Contractor should include any associated obligations within the terms of engagement with individual schools.
- 8.1.2. prepare schools and mentors to provide effective support to Initial Teacher Training trainees and newly qualified teachers (NQTs) in line with all existing and future government policy relating to Initial Teacher Training and induction years including the ITT Criteria and Supporting Advice, the ITT Core Content Framework (2019) and the Early Career Framework (ECF);
 - 8.1.3. ensure that Participants are given a balanced and sustainable workload during their ITT and school placement;
 - 8.1.4. ensure all Participants have a positive experience of the Programme by providing ongoing support which includes but is not limited to:
 - 8.1.4.1. support and advice throughout the Initial Teacher Training and leadership development training;
 - 8.1.4.2. support and advice on future employment opportunities in the education sector;
 - 8.1.4.3. assistance with dispute resolution and problem solving between Participants and other stakeholders (for example with schools or Programme Sub-Contractors);
 - 8.1.4.4. a formal complaints procedure with arrangements for reporting complaints to the Authority in line with Table 1 of Schedule 16 (Records Provision and Management Information);
 - 8.1.4.5. opportunities for Participants to share learning and best practice from the Programme with teachers within their school and beyond;
 - 8.1.4.6. taking account of the Participants individual circumstances and needs when matching them with an Eligible Schools e.g. geographical location; and
 - 8.1.5. maximise the number of Participants who successfully complete the programme by:

³ Subject Knowledge Enhancement: <https://www.gov.uk/guidance/subject-knowledge-enhancement-an-introduction>

- 8.1.5.1. monitoring Participant progress;
 - 8.1.5.2. implementing measures to identify and remedy the causes of non-completion;
 - 8.1.5.3. managing a deferral and withdrawal process (deferrals are Participants that take a break from the Programme but with the intention of returning to complete the Programme);
 - 8.1.5.4. managing the under-performance of Participants and implementing an appropriate process for removing under-performing Participants where required; and
 - 8.1.5.5. undertake a Participant Satisfaction Survey with all active Participants at the end of Year 1 and Participant Exit Reviews with all Participants on completing/leaving the Programme;
 - 8.1.6. ensure that 90% of recruits who start the Programme complete Year 1;
 - 8.1.7. ensure that 86% of recruits who start the Programme complete Year 2;
 - 8.1.8. ensure at least 90% of Participants that start the Programme have an Exit Review on completing/leaving the Programme;
 - 8.1.9. ensure at least 90% of Participants rate their experience of being on the Programme as good or better measured at the Participant Satisfaction Survey at the end of Year 1; and
 - 8.1.10. ensure at least 90% of Participants rate their experience of being on the Programme as good or better measured at their Exit Review.
- In meeting the requirements, 8.1.9 and 8.1.10 the Contractor is required to gather Participant satisfaction data on a Participant's overall experience of being on the Programme. In the event that it is clear the satisfaction rates are negatively impacted by factors outside the control of the Contractor the Authority will take this into consideration when considering the overall performance.

9. School Recruitment and Placements

- 9.1. The Contractor shall:
 - 9.1.1. recruit and manage a sufficient number of Eligible Schools across England to ensure that all successful Participants can be matched to the most appropriate posts in Eligible Schools to start the programme by 30 September 2022 (2022 cohort) or 30 September 2023 (2023 cohort);
 - 9.1.2. work in partnership with Eligible Schools across England to provide suitable employment placements. Initial Teacher Training and mentoring support to Participants in line with the training, management and quality assurance, and employment-based criteria in the ITT Criteria and Supporting Advice;
 - 9.1.3. deliver the programme across all English Regions⁴ and ensure at least 5% of Participants are placed in each English Region with a maximum of 40% placed in London;
 - 9.1.4. ensure that no less than 90% of Participants in London are placed within Eligible Schools and remain working within Eligible Schools for the duration of the Programme;

⁴ The regions are: East Midlands, East of England, London, North East, North West, South East, South West, West Midlands, and Yorkshire as defined by the Office for National Statistics
<https://www.ons.gov.uk/methodology/geography/ukgeographies/administrativegeography/england>

- 9.1.5. ensure that outside of London, no fewer than 70% of participants will be placed within and remain working in Eligible Schools for the full duration of the programme, and the Contractor will not place trainees in selective schools such as grammar or independent schools or Sixth Form Colleges;
- 9.1.6. ensure that no more than 10% of Participants are placed in schools with above average attainment at KS2⁵ or at KS4⁶;
- 9.1.7. ensure at least 215 Participants that start the Programme are placed in Opportunity Areas⁷, to support placement in priority areas, within Opportunity Areas the Contractor will not be required to place Participants in Eligible Schools.
- 9.1.8. have processes in place to gather and action feedback and satisfaction rates from schools;
- 9.1.9. ensure at least 90% of schools rate their experience of the Programme as good or better; and
- 9.1.10. comply with the school fees charging regime detailed within Clause 8.20 and Table 1 of Schedule 3 (Financials) of the Contract.

Eligible Schools

- 9.2. To ensure the Programme is targeted at schools that serve pupils experiencing high levels of socio-economic disadvantage leading to potentially poorer outcomes than their peers, the school eligibility criteria for this contract will be based on a combination of deprivation measures identifying schools that most need support, whilst ensuring an adequate number of schools from all phases and regions and maintaining a reasonable level of stability in the list from year to year to support continuity of the programme.
- 9.3. The Authority will provide the Contractor with the school eligibility criteria methodology and a list of Eligible Schools for the Programme on an annual basis - by August 2021 for the 2022 cohort and by August 2022 for the 2023 cohort. The criteria will be subject to an annual review, to ensure they remain aligned with government priorities and we will expect the Contractor to adapt to any changes.
- 9.4. For illustration purposes the criteria for the 2021 cohort was based on a points system linked to Achieving Excellence Areas⁹ (AEA) categories and the Income Deprivation Affecting Children Index¹⁰ (IDACI) and apply to both primary and secondary schools. Schools with 5 'Eligibility points' or more were eligible. Priority should be given to schools that score the highest. Table 2 sets out the Eligibility points.

⁵ <https://www.gov.uk/government/collections/statistics-key-stage-2>

⁶ <https://www.gov.uk/government/collections/statistics-gcse-key-stage-4>

⁷ Opportunity areas are part of the government's national plan for dealing with social mobility through education.

⁸ <https://www.gov.uk/government/publications/social-mobility-and-opportunity-areas>

⁹ Potential Suppliers should be aware that the policy relating to Opportunity Area will be reviewed from 2021/22 onwards and may be subject to change. The Authority will notify the Contractor of any changes before recruitment starts for a cohort.

¹⁰ [Achieving Excellence Areas](#) combines indicators which show current educational performance with indicators which show capacity to improve to define areas which are most in need of support.

¹⁰ IDACI is the Income Deprivation Affecting Children Index, which measures the proportion of children under the age of 16 that live in low income households in a local area

Table 2: School Eligibility Points by Category

Category	Explanation	Eligibility points
Cat 1	Achieving Excellence Areas defined as thirdweakest	1
Cat 2	Achieving Excellence Areas defined as second weakest	2
Cat 3	Achieving Excellence Areas defined as weakest.	3
IDACI school intake	School's intake of children from the bottom 30% of IDACI	Where 20% or more of a school's intake are in the bottom 30% of IDACI, they will score 1 point for every 5% of intake above 20% (upto a maximum of 5 points) e.g. 25% of intake in the bottom 30% of IDACI = 1 point 45% or more of intake in the bottom 30% of IDACI = 5 points

10. Contractor Management Information

Note to Tenderers: As set out in the clarification responses - The Authority does not mandate the form of reporting that the Contractor will adopt or how the information will be provided by the Contractor to the Authority, provided the required information is submitted in acceptable way. It is expected that Tenderers will outline their proposals relating to MI in their Tender which will be discussed during Negotiation. This is why the Authority included the text highlighted yellow below in the Specification as issued at the commencement of the procurement.

10.1. To support the performance management of the contract, the Contractor shall be required to provide a Monthly Performance Return (MPR) as part of the suite of Management Information (MI) to be provided by the Contractor, as set out in Schedule 16 (Records Provision and Management Information). The content and format of the MPR will be determined by the Authority, informed by dialogue with the Contractor. More specific information, including the format and deadlines for the MPR, will be included in Contract prior to the contract start date. The MPR is likely to include, but is not limited to, information such as the following:

- 10.1.1. the forecast and actual number of applications, unsuccessful applications, offers, acceptances, withdrawals and deferrals by region and subject and phase i.e. secondary, primary, early years during the recruitment phase for each cohort;
- 10.1.2. the forecast and actual number of starts on Programme per cohort by region and subject and phase;
- 10.1.3. the forecast and actual number of Programme retentions, deferrals and withdrawals per cohort by region and subject and phase;
- 10.1.4. the forecast and actual number of Participants achieving QTS by region, subject and phase;
- 10.1.5. the number and type of complaints; and
- 10.1.6. the performance and management of the supply chain, including SMEs.

10.2. The Contractor shall:

- 10.2.1. provide a Fortnightly Ministerial Return (FMR) that includes (but is not limited to) forecast and actual recruitment data;
- 10.2.2. provide a Quarterly Performance Report (QPR) that includes (but is not limited to) performance against KPIs and SPLs with supporting narrative;
- 10.2.3. provide an Annual Review Report (ARR) to support the Annual Contract Review process (ACR);
- 10.2.4. provide information to the Authority, as reasonably required, to assist the Authority in the monitoring and evaluation of the likely effect of any proposed policy development on the Services and to support business continuity and contingency planning;
- 10.2.5. ensure that the Authority's Database of Trainee Teachers and Providers (DTP) or any future service is kept up to date and data is validated in a timely fashion to meet requirements to be agreed with the Authority;
- 10.2.6. supply to the Authority any additional ad hoc data and reports to satisfy particular business and legislative requirements (including, but not limited to, The Freedom of Information Act (2000), The Data Protection Act (1998) and parliamentary questions) and any other requests in connection with the Services provided under the Contract. The Contractor will be required to act in a flexible and timely manner to provide the requested data within reasonable timescales specified by the Authority, without additional cost to the Authority; and
- 10.2.7. capture and use their own MI and retain evidence for contractual and performance purposes (e.g. participant eligibility for the Programme).
- 10.3. The Authority may amend/supplement the information it requires in the MPR, FMR, QPR and ARR at any time including but not limited to amendments to cover the Contractor's organisational structures/mechanisms for delivery of the Services.
- 10.4. The Authority reserves the right to validate MI, reports or claims made in reports, in whole or in part, independently or directly with schools and/or Participants and/or partners.
- 11. **Programme Evaluation**
- 11.1. The Contractor shall:
 - 11.1.1. as set out in Paragraph 7 of Schedule 14 (Contract Management Provisions) co-operate fully with any evaluation of the Programme that is undertaken by the Authority or a third party acting on behalf of the Authority. As such, the Authority may require access to identifying records for schools/individuals so that the Authority may contact them for evaluation purposes. The Authority has identified the following criteria against which evaluation may be conducted, including but not limited to:
 - 11.1.1.1. take-up and completion, e.g. rates of application, participation and completion and the characteristics of Participants; and
 - 11.1.1.2. engagement i.e. participants' satisfaction with programme structure and content.
 - 11.2. The purpose of this evaluation work is to assess whether the programme is meeting its aims and objectives.

- 12. Continuous Improvement**
- 12.1. The Authority is committed to the continuous improvement of the Services.
- 12.2. The Contactor shall:
- 12.2.1. undertake regular reviews of each element of the Service and record and act on lessons learned;
- 12.2.2. have processes in place to gather and action feedback and satisfaction rates from Participants and partners;
- 12.2.3. benchmark and learn from other high performing graduate recruitment programmes; and
- 12.2.4. identify and capture best practice, emerging trends and insights from supply chain partners and stakeholders during the contract term.
- 12.3. The Contractor shall, as set out in Schedule 17(Continuous Improvement) of the Contract, abide by the requirement to identify new or potential improvements to the Services with a view to:
- 12.3.1. reducing the cost to the Authority; and
- 12.3.2. improving the quality and efficiency of the Services.
- 12.4. The Contractor shall submit, within three (3) months of the Service Commencement Date, a Continuous Improvement Plan (CIP) that is to be agreed with the Authority. The Contractor shall update the CIP on a quarterly basis.
- 13. Data Management and Security**
- 13.1. The Contractor shall:
- 13.1.1. comply with the Data, Systems Handling and Security Requirements set out in Schedule 8 (Data, Systems Handling and Security) of the Contract; and
- 13.1.2. provide evidence of Cyber Essentials certification "or equivalent" prior to entering into the Contract and on an annual basis as set out in Annex 1 of Schedule 8 (Data, Systems Handling and Security).
- 14. Contract Performance Management**
- 14.1. The Authority's Performance Management Regime (PMR) will centre on monthly Contract Performance Review meetings (CPRs) as set out Schedule 14 (Contract Management Provisions). These will be the key vehicles through which the Authority will manage the delivery of the Service. CPRs will focus on reviewing the Contractor's PMR and their delivery of services against the contractual KPIs and SPIs and obligations.
- 14.2. The Contractor shall;
- 14.2.1. fully participate in CPRs in accordance with the requirements set out in the Contract.
- 15. Contractor Assurance**
- 15.1. The Contractor shall use robust governance and contract management arrangements to:
- 15.1.1. monitor and manage its own and its supply chain's performance to ensure success achievement of the KPIs and SPIs set out in Schedule 4 (Performance Levels) of the Contract and to fulfil its contractual obligations;
- 15.1.2. maintain the quality of the delivery of all Services provided by the Contractor and all of its supply chain; and
- 15.1.3. have financial management processes and governance arrangements in place to ensure that costs and financial transactions:
- 15.1.3.1. are managed and distributed appropriately (including those transferred to the supply chain); and
- 15.1.3.2. secure best value for money, with particular reference to the Open Book Data requirements as set out in Schedule 13 (Financial Reports and Audit Rights) of the Contract.
- 15.2. To provide the Authority with assurance that the Contractor's systems of internal control are robust, the Authority will undertake Contract Assurance Reviews (CAR) to test Contractor's systems to establish how effective they are at managing risk to the Authority in relation to expenditure and service delivery. This may involve reviewing these key areas:
- 15.2.1. Governance Arrangements – covering the Contractor's governance arrangements, systems for tracking and reporting performance and their anti-fraud measures.
- 15.2.2. Service Delivery – includes the Contractor's systems for starting, ending and moving participants through programme and generally looks to ensure that the Authority is getting the service it is paying for. This section also covers management of the supply chain.
- 15.2.3. Claim Procedures and Payments – looks to ensure that the Contractor has effective systems to support their claims for payment, including segregation of duties, in place.
- 15.3. The Contractor shall:
- 15.3.1. fully participate in CARs in accordance with the requirements set out in the Contract.
- 16. Implementation and Resourcing**
- 16.1. The Contractor shall:
- 16.1.1. plan and execute all activity through rigorous and robust contract management across the set-up and delivery of the Programme to secure the best value for money. This shall include but is not limited to:
- 16.1.1.1. Developing an Implementation Plan (IP) covering the entire Initial Contract Period including the Mobilisation Period. The IP shall show key milestones, a critical path and critical dependencies and contingency arrangements. The plan will be updated weekly during the Mobilisation Period and at least quarterly from the Service Commencement Date.
- 16.1.1.2. Risk and issues management (Risk Management Plan): the Contractor shall identify and monitor the key risks to these Services, their impact and proposed mitigations via a risks and issues log. Risks and issues logs will be shared with the Authority on a regular and agreed basis as set out in Table 1 of Schedule 16 (Records Provision and Management Information); and
- 16.1.1.3. Resource plan: the Contractor will maintain an organisation chart detailing the personnel to be deployed to ensure sound governance, strong leadership and effective operational

management of the Services. The plan will be updated at least quarterly and submitted to the Authority upon request.

17. Demobilisation and Exit Plan

17.1. The Contractor shall:

- 17.1.1. submit an Exit Plan that is to be agreed with the Authority within three months of the Effective Date; and will be reviewed regularly thereafter to ensure it remains fit for purpose. The Exit Plan must include, but is not limited to, the following areas:
 - 17.1.1.1. Exit management structures and processes
 - 17.1.1.2. Assets
 - 17.1.1.3. Systems and Software
 - 17.1.1.4. Data
 - 17.1.1.5. Subcontracts
 - 17.1.1.6. Training and knowledge transfer; and
 - 17.1.1.7. Staff matters.
 - 17.1.1.8. Costs of Exit
- 17.1.2. implement their Exit Plan in accordance with Clause 27.5 of the Contract;
- 17.1.3. notify the Authority that the Exit Plan has been implemented and provide a weekly update on progress against the Exit Plan;
- 17.1.4. attend meetings with the Authority relating to the demobilisation of the Contract; and
- 17.1.5. arrange for all data, including as set out in Clause 26 & 27 of the Contract, relevant to the Services to be handed over to the Authority in the format agreed with the Authority.

18. Contractor's Technology Solution

- 18.1. The Contractor may utilise Contractor Technology Solution to deliver the Services. For example, the Contractor may host a website or app which:
 - 18.1.1. allows Candidates to create an account and submit their application online;
 - 18.1.2. allows a Participant to submit details of/record progress against their ITT;
 - 18.1.3. is utilised by schools to administer their interactions with the Contractor and/or Participants;
 - 18.1.4. is utilised by Sub-Contractors to administer their interactions with the Contractor; and
 - 18.1.5. provides the Authority access to the 'real-time' MI Reports required in accordance with Schedule 16.
- 18.2. Where the Contractor utilises a Technology Solution it shall:
 - 18.2.1. Comply with the requirements of Schedule 19 of Volume 3 (Conditions of Contract);
 - 18.2.2. Where applicable, comply with government technology standards and

guidance and service standard¹¹

- 18.3. During the Term it is the Authority's intention to implement a web-based system to facilitate recruitment and applications related to postgraduate initial teacher training. Any Technology Solution utilised by the Contractor must be capable of integrating with any such web-based system. Payment by the Authority, for any reasonable modification work that the Contractor needs to undertake to allow for integration may be made separately to the Charges.
- 18.4. The Contractor shall follow the Cabinet Office spending control¹² relating to the approval of technology or digital spending under the Contract. As part of this process the Contractor shall consult with the Authority during the development of its proposals and submit them to the Authority. The Contractor shall not commit to any technology or digital spending without prior approval by the Authority being in place.

¹¹ <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice-related-guidance#security> & <https://www.gov.uk/service-manual/service-standard>
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice-related-guidance#security> & <https://www.gov.uk/service-manual/service-standard>

¹² <https://www.gov.uk/government/collections/cabinet-office-controls>

SCHEDULE 2 TERMS AND CONDITIONS

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1 DEFINITIONS AND INTERPRETATION

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

Phrase	Meaning
“ABI Model Form of Guarantee Bond”	means the model form of guarantee bond published by the Association of British Insurers;
“Affiliate”	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 with, that body corporate from time to time;
“Allowable Assumption”	means the assumption, if any, set out in Annex 2 of Schedule 3 (Financials);
“Annual Review”	means the process and meeting set out in clause 23;
“Area”	means the geographical area within England in respect of which the Contractor is appointed to provide the Services;
“Associated Company”	means any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. “Holding company” and “subsidiary” will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006;
“Audit”	means any exercise by the Authority of its Audit Rights pursuant to clause 28 (Audit Rights and Financial Reports) and Schedule 13 (Financial Reports and Audit Rights);
“Audit Agents”	means: (a) the Authority’s internal and external auditors (b) the Authority’s statutory or regulatory auditors; (c) the Comptroller and Auditor General, their 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;
“Audit Rights”	means the audit and access rights referred to in clause 28 and Schedule 13 (Financial Reports and Audit Rights).

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Phrase	Meaning
“Authority Premises”	means any premises owned by, leased or hired to or otherwise controlled by Authority or which Authority nominates as such by notice in writing to the Contractor.
“Authority Representative”	means the representative appointed by the Authority pursuant to Clauses 29.2 and 29.4 (Representatives);
“Authority Requirements”	means the requirements of the Authority set out in Schedule 1 (Services Description), Schedule 4 (Performance Levels), Schedule 5 (Implementation Plan, Schedule 8 Data, Systems Handling and Security, Schedule 10 (Staff Transfer, Schedule 16 Records Provision and Management Information and Schedule 18 Business Continuity and Disaster Recovery Plan);
“Authority Security Standards”	means the security standards as set out in Schedule 8;
“Authority Trade Marks”	means proprietary trade mark rights of Authority including those notified to the Contractor by Authority from time to time;
“BCDRP Review Report”	has the meaning given to it in Paragraphs 2.2(a) to 2.2(c) of Schedule 18 (Business Continuity and Disaster Recovery Plan);
“Business Continuity and Disaster Recovery Plan”	means any plan prepared pursuant to Schedule 18 detailing the processes and arrangements which the Prime Contractor shall follow to ensure continuity of business processes and operations supported by the Services following any failure or disruption of the Services and the recovery of the Services in the event of a loss of service;
“Business Days”	means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England;
“Candidate”	a person who has expressed an interest in applying for the Programme or who has applied for the Programme;
“CCN”	means a Change Control Note in the form set out in Schedule 6;
“Change Control Procedure”	has the meaning given to it in Clause 33;
“Charges”	means the fees subject to Clause 8 payable to the Contractor for the provision of the Services calculated in accordance with Schedule 3;

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Phrase	Meaning	Phrase	Meaning
“Commercially Sensitive Information”	means the information set out in Schedule 9 comprising the information of a commercially sensitive nature relating to: (a) the Price; (b) details of the Contractor’s Intellectual Property Rights; and (c) the Contractor’s business and investment plans; which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;	“Consortium Member”	means a member of a Consortium (if any);
“Confidential Information”	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which: (a) was public knowledge at the time of disclosure; (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or (d) is independently developed without access to the Confidential Information;	“Contracting Authority”	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 (as amended), for the avoidance of doubt including the Authority;
“Consortium”	means, if the Contractor is a Consortium, an agreement: (a) signed by all the Consortium Members as at the Effective Date; and (b) adhered to by Consortium Members who join the Consortium after the Effective Date by signing a Deed of Adherence; which sets out, amongst other things, how the Consortium Members will work together to deliver the Services;	“Contractor Equipment”	means the Contractor’s ICT equipment;
“Consortium Agreement”		“Continuous Improvement Plan”	means the Contractor’s plan for improving the Services in accordance with Clause 3.10.5 and Schedule 17 (Continuous Improvement);
		“Contract Performance Review” or “CPR”	shall have the meaning as set out in Schedule 14 (Contract Management Provisions);
		“Contractor’s BCDRP”	has the meaning given to it in Paragraph 2.2(c) of Schedule 18 (Business Continuity and Disaster Recovery Plan);
		“Contract Date”	the date on which this Contract becomes effective as set out above;
		“Contract Management Plans”	means the Implementation Plan, Risk Register and Resource Plan as set out in Schedule 14 (Contract Management Provisions);
		“Contract Year”	means: (a) a period of twelve (12) months commencing on the Effective Date; or (b) thereafter a period of twelve (12) months commencing on each anniversary of the Effective Date; provided that the final Contract Year shall end on the expiry or termination of the Term;
		“Contractor Staff”	means all directors, officers, employees, workers, agents, consultants and contractors of the Contractor or of any Sub-Contractor engaged in the performance of the Contractor’s obligations under this Contract;
		“Contractor’s Solution”	means the Contractor’s proposal submitted in response to the Authority’s invitation to tender attached at Schedule 15 (Contractor’s Solution);
		“Contractor’s Technology Solution”	means the Contractor’s technology and ICT systems including any portal that will be used to deliver the Services and detailed in the Contractor’s Solution attached at Schedule 15 (Contractor’s Solution);
		“Contractor Representative”	means the representative appointed by the Contractor pursuant to Clause 29.3 (Representatives);

Phrase	Meaning	Phrase	Meaning
"Contracts Finder"	means the Government's publishing portal for public sector procurement opportunities;	"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992;
"Copyright"	means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988;	"Disaster"	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable;
"Crown"	means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and "Crown Body" is an emanation of the foregoing;	"Due Diligence Information"	means any information supplied to the Contractor by or on behalf of the Authority prior to the Effective Date;
"Data Protection Legislation"	means: (i) the General Data Protection Regulation 2016/679 ("GDPR"), the Law Enforcement Directive 2016/680 ("LED") and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;	"Effective Date"	means the date written above;
"Database of Trainee Teachers and Providers ("DTTP")"	means the Authority's data collection system for initial teacher training providers enabling them to register trainees;	"EIR"	means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to them;
"Database Rights"	means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988;	"Eligible School"	means schools serving low income communities with high numbers of disadvantaged and low attaining pupils as set out in paragraph 9 of Schedule 1 (Specification);
"Deed of Adherence"	means a deed under which a new Consortium Member shall covenant with the other Consortium Members to adhere to the terms of the Consortium Agreement which shall be in a form approved by the Authority in writing;	"Employment Liabilities"	means all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, United Kingdom or any other relevant authority relating to or connected with: (a) the engagement, employment and dismissal of employees (including their health and safety at work); and (b) the engagement, use and termination of individuals other than employees who provide
"Default"	means breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Contractor Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other;		
"Dispute"	means any dispute between the Parties in connection with the Contract;		

Phrase	Meaning	Phrase	Meaning
	services (including their health and safety at work); and all wages, holiday pay and employment benefit costs due in respect of (a) or (b) above, including claims for protective awards and PAYE deductions and any other liabilities in respect of income tax or NICs and any penalties, costs or interest payable in respect of any such deductions or liabilities;		terrorism; nuclear, biological or chemical warfare; or any other catastrophe, natural or man-made, but excluding: (a) any industrial action occurring within the Contractor's or any of its Sub-Contractor's organisation, or otherwise involving the Contractor Staff; or (b) the failure by any Sub-Contractor of the Contractor to perform its obligations under any sub-contract;
"English Regions"	means the regions of East Midlands, East of England, London, North East, North West, South East, South West, West Midlands, and Yorkshire as defined by the Office for National Statistics;	"General Anti-Abuse Rule"	means: (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs;
"Existing IPR"	means any and all IPR that are owned by or licensed to either Party which are or have been developed independently of the Contract prior to the Contract Date;	"Good Industry Practice"	means the standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
"Extension Period"	means each period that the Initial Contract Period is extended pursuant to Clauses 2.2;	"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"First Extension Period"	means an Extension Period of any length that follows on immediately from the Initial Contract Period as set out in Clause 1.1.1;	"HMRC"	means Her Majesty's Revenue and Customs;
"Expiry Date"	means 31 October 2025, being the last day of the Initial Contract Period unless the Term is extended in accordance with Clause 2;	"ICT"	means information and communications technology;
"Financial Distress Event"	means the occurrence of one or more of the events listed in Paragraph 1.8 of Schedule 11 (Financial Distress);	"Income Deprivation Affecting Children Index" and "IDACI"	means the Income Deprivation Affecting Children Index, which measures the proportion of children under the age of 16 that live in low income households in a local area;
"Financial Distress Business Continuity Plan"	means a plan setting out how the Contractor will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs;	"Implementation Plan"	means the plan and time schedule for the completion of the obligations of the Contractor under the Contract as set out in Schedule 5 as the same may be replaced by any subsequent more detailed plan and time schedule as the Parties may agree in writing from time to time;
"Financial Monitoring Plan"	has the meaning given to it in Paragraph 1.4 of Schedule 11 (Financial Distress);	"Initial Contract Period"	means the period from the Service Commencement Date to 31 October 2025;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to it;	"Intellectual Property Rights"	means patents, inventions, trade-marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing,
"Force Majeure"	means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of		

Phrase	Meaning	Phrase	Meaning
"IP Materials"	copyright, database rights, domain names, trade and/or business names, rights in confidential information and know how, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;	"MI Report"	(c) Is not submitted by the Reporting Date (including where a Nil Return should have been filed); means a report containing Management Information submitted to the Authority in accordance with Clause 22.1 and Schedule 16 (Records Provisions and Management Information);
"Key Performance Indicators"	shall have the meaning given to it in Clause 13.1;	"Mobilisation Period"	means the period from the Effective Date to the Service Commencement Date;
"Key Contractor Staff"	means the key performance indicators in relation to the Services set out in Table 1 of Schedule 4 (Performance Levels) which the Contractor shall comply with;	"Month"	means calendar month;
"Key Sub-Contract"	means any of the Contractor Staff identified as such in Schedule 7;	"National Archives' Records Management Code"	means the National Archives records management code as further set out at http://www.nationalarchives.gov.uk/information-management/manage-information/planning/records-management-code/ (as may be amended from time to time);
"Key Sub-Contractor"	means each Sub-Contract with a Key Sub-contractor;	"NICs"	means National Insurance Contributions;
"Law"	means any Sub-Contractor identified as such in Schedule 7 or otherwise identified as such by the Authority;	"Nil Return"	has the meaning given to it in Schedule 16 (Records Provision and Management Information);
"Management Information"	means any law, statute, 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, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply;	"Occasion of Tax Non-Compliance"	means: (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;
"Material Breach"	means the management information specified in Schedule 16 (Records Provisions and Management Information); means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from: (a) a substantial portion of the Contract; or (b) any of the obligations set out in Clauses 9, 10, 12, 15, 17 and 36 and in Schedule 8;		
"MI Failure"	means when an MI Report: (a) Contains any material errors or material omissions or missing mandatory field; or (b) Is submitted using an incorrect MI reporting template; or		

Phrase	Meaning
"Ofsted"	means the Office for Standards in Education, Children's Services and Skills. Ofsted inspects services providing education and skills for learners of all ages;
"Open Book Data"	has the meaning given in Schedule 13 (Financial Reports and Audit Rights);
"Operating Environment"	means the Authority System and any premises (including the Authority Premises, the Contractor's premises or third party premises) from, to or at which: (a) the Services are (or are to be) provided; or (b) the Contractor manages, organises or otherwise directs the provision or the use of the Services; or (c) where any part of the Contractor System is situated;
"Opportunity Areas"	means a social mobility "cold spot" where the Authority is prioritising resource and bringing local and national partners together, to break the link between background and destination to improve social mobility for children and young people, including those from disadvantaged backgrounds;
"Partial Termination"	means the partial termination of this Contract (to the extent that it relates to the provision of any part of the Services) as provided for in Clauses 25.1, 25.2, 25.3, 25.4, 25.5, 25.7, 25.8, 25.9, 25.11, 25.13 and 25.18 or otherwise by mutual agreement of the Parties;
"Participant"	means a person who has been accepted to take part in the Programme;
"Performance Improvement End Date"	means the date set out in the Performance Improvement Notice;
"Performance Improvement Notice"	means a written notice given by the Authority to the Contractor pursuant to Clause;
"Performance Improvement Period"	means the period from the date of issue of the Performance Improvement Notice until the Performance Improvement End Date;
"Performance Improvement Plan" or "PIP"	means the plan agreed in accordance with Clause 29.21;
"Performance Improvement Plan Failure"	has the meaning set out in Clause 29.27;
"Performance Improvement Process"	means the process set out in Clauses 29.17 to 29.28;

Phrase	Meaning
"Performance Indicators"	means the Key Performance Indicators and the Subsidiary Performance Indicators;
"Performance Measures/Standards"	means the measures and standards as set out in Schedule 4 (Performance Measures) which the Contractor will measured against in respect of the delivery of the Services aligned to defined Key Performance Indicators;
"Process Variation"	means a Variation or a proposed Variation in the way in which the Services are delivered;
"Prohibited Act"	means: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; (c) an offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) the defrauding, attempting to defraud or conspiring to defraud the Authority; (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK;
"Programme" or "HPITT"	means the Authority's two year High Potential Initial Teacher Training and Leadership Development Programme;
"Qualified Teacher Status" and "QTS"	means the Qualified Teacher Status (QTS) required in England and Wales to work as a teacher of children in state schools under local authority control and in special education schools;
"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United

Phrase	Meaning	Phrase	Meaning
	Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification;	"Request for Information"	Management Information relates, or such other date as may be agreed between the Parties from time to time;
"Records"	has the meaning set out in Schedule 16 (Records Provision and Management Information);		means a request for information under the FOIA or the EIR;
"Regulations"	means the Public Contract Regulations 2015;	"Restricted Country"	means:
"Regulatory Body"	means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority;	"Returning Employees"	(a) any country outside the United Kingdom; and (b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC;
"Relevant Conviction"	means a conviction for an offence involving violence or dishonesty, of a sexual nature or against minors, or for any other offence that is relevant to the nature of the Services;	"Risk Premium"	means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term;
"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;	"Risk Register"	means the premium included in the Contractor's Pricing Model relating to the risk set out in Paragraph 5.1 of Schedule 3 (Financials);
"Relevant Tax Authority"	means HMRC or, if applicable, a tax Authority in the jurisdiction in which the Contractor is established;	"Russell Group Universities"	means the register of risks and contingencies that have been factored into any Costs due under this Contract, a copy of which is set out in Annex 3 of Schedule 3 (<i>Financials</i>) and which is required for the purposes of Schedule 14 (<i>Contract Management</i>);
"Replacement Contract"	means a contract entered into by a Replacement Contractor with the Authority for Replacement Services;		means the 24 UK universities that are members of the Russell Group as set out at Russell Group Our universities ; https://russellgroup.ac.uk/about/our-universities/ ;
"Replacement Contractor"	means any third party provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing Replacement Services for its own account, the Authority);	"School Fees"	means any fees charged by the Contractor and paid by a school to the Contractor with whom a Participant is placed;
"Replacement Services"	means any services 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 or by any third party;	"Service Failure"	means a failure by the Contractor to deliver any part of the Services in accordance with (a) any of the Key Performance Indicators; and/or (b) any of the Subsidiary Performance Indicators;
"Reporting Date"	means the tenth Business Day of each Month following the Month to which the relevant	"Services"	means the services described in the Specification;
		"Service Commencement Date"	means the date on which the Contractor begins to deliver the Services or any part of the Services;
		"Service Credits"	means the service credits specified in Schedule 4 which shall be payable to the Authority by the

Phrase	Meaning
"Term"	means the period from the Effective Date until the Expiry Date unless terminated in accordance with the provisions of this Contract in which case such earlier date of termination shall take effect before the Expiry Date and Term shall be interpreted accordingly;
"Termination Date"	means the date set out in a termination notice on which this Contract (or a part of it as the case may be) is to terminate;
"Termination Services"	the services and activities to be performed by the Contractor pursuant to the Exit Plan;
"TFEU"	means the Treaty on the Functioning of the European Union;
"Treaties"	means the TFEU and the Treaty on European Union;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"Variation"	means any variation to the Contract requiring a Change Control Note to be completed in accordance with Schedule 6;
"VCSE"	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
1.2	The following notes of construction and interpretation apply to the Contract:
1.2.1	references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of the Contract which are in force prior to the date of the Contract;
1.2.2	the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
1.2.3	the words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context;
1.2.4	the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require;
1.2.5	any reference in the Contract to a Schedule is a reference to a Schedule of the Contract;
1.2.6	references to "Clause" in any of the Schedules refer to clauses in this Schedule 2;
1.2.7	references to "Paragraph" in any of the Schedules refer to paragraphs in any of the schedules excluding this Schedule 2;

- 1.2.8 the Clause headings are included for convenience only and shall not affect the interpretation of the Contract; and
- 1.2.9 the Schedules and appendices form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.
- 1.2.10 Schedule 9.1 in v1.08A (England & Wales) of the Model Services Contract; Combined Schedules issued by the Cabinet Office on 4 June 2019 as amended or revised and published online including any replacement version issued by or with the authority of the Cabinet Office from time to time, and modified as provided for in the definition of MSC Schedule 9.1 in Paragraph 1 of Schedule 10 to this Contract shall be incorporated into this Contract.

2 TERM

- 2.1 The Contract commences on the Effective Date and, subject to any provision of this Contract for earlier termination, or extension as set out in this Clause 2, will terminate at the end of the Initial Contract Period.
- 1.1 The Authority shall have the right to request that the Term be extended for one or more Extended Periods on one or more occasions up to a maximum cumulative Extension Period of twenty-four months, as follows:
- 1.1.1 In relation to an Extension Period that is to follow on immediately from the Initial Contract Period by giving the Contractor at least twelve (12) months' written notice before the end of the Initial Contract Period;
- 1.1.2 In relation to any further Extension Periods to a First Extension Period by giving the Contractor at least three (3) months' notice before the end of the preceding Extension Period subject always to the maximum cumulative Extension Period referred to in Clause 1.1.

3 THE SERVICES

- 3.1 The Contractor shall provide the Services in the Area from the Service Commencement Date in accordance with the Specification and undertake and be responsible for all obligations of the Contractor in respect of the Services.
- 3.2 The Authority may appoint other Contractors for the Services in the Area.
- 3.3 The Contractor shall, in performing its obligations under the Contract:
- 3.3.1 conform to the requirements of the Specification and the Contractor's Solution or as otherwise agreed in writing between the Parties;
- 3.3.2 carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of the Authority specified by the Authority from time to time;
- 3.3.3 comply with Good Industry Practice;
- 3.3.4 ensure that the Services are provided by competent and appropriately trained Staff;
- 3.3.5 comply with the Quality Standards and where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;
- 3.3.6 comply with the Performance Indicators and Service Credit requirements set out in Schedule 4;

- 3.3.7 comply with the Implementation Plan;
- 3.3.8 in so far as is reasonably practicable, comply with any policies and procedures adopted by the Authority from time to time within 14 days of the same being brought to the attention of the Contractor by the Authority;
- 3.3.9 comply with applicable law, any applicable codes of practice or governmental regulation, and monitor compliance with relevant legislation;
- 3.3.10 comply with all health and safety legislation, adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of Contractor Staff, employees of the Authority, and Service Users and all other persons including members of the public; and
- 3.3.11 comply with all safety, security, acceptable use and other policies of the Authority from time to time notified to it and procure that the Contractor Staff also comply.
- 3.4 The Authority may provide data and materials to the Contractor and access to systems for he purposes of providing the Services that the Contractor may use but only to the extent necessary to enable the Contractor to provide the Services.
- 3.5 All equipment and other property brought onto Authority Premises shall be at the Contractor's own risk and the Authority shall have no liability for any loss of or damage to any such equipment and property unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence of the Authority.
- 3.6 Any land or Authority Premises made available from time to time to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Authority Premises as a licensee and shall vacate the same on completion, termination or abandonment of the Contract or the task in respect of which such land or Authority Premises was made available.
- 3.7 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or any of the Contractor Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use any Authority Premises in any manner.
- 3.8 This Contract should in no way be interpreted as granting the Contractor an exclusive right to deliver the Services for the Term. The Authority has the right to procure the same or similar services to the Services outside of this Contract at any time during the Term.

Services Improvement

- 3.9 The Contractor shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services in accordance with Clauses 3.10 to 3.13 and Schedule 17 (Continuous Improvement).
- 3.10 As part of this obligation the Contractor shall:
- 3.10.1 undertake regular reviews of each element of the Service and record and act on lessons learned;
- 3.10.2 have processes in place to gather and action feedback and satisfaction rates from Participants and partners;
- 3.10.3 benchmark and learn from other high performing graduate recruitment programmes;

- 3.10.4 identify and capture best practice, emerging trends and insights from supply chain partners and stakeholders; and
- 3.10.5 draft and keep updated a Continuous Improvement Plan that includes content that is relevant to each of Clauses 3.10.1 to 3.10.6.
- 3.11 The Contractor shall identify and report to the Authority once every 3 Months on:
- 3.11.1 the emergence of new and evolving relevant technologies which could improve the Services, and those technological advances potentially available to the Contractor and the Authority which the Parties may wish to adopt;
- 3.11.2 new or potential improvements to the Services including the quality, responsiveness, procedures, performance mechanisms and Participant support services in relation to the Services;
- 3.11.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk;
- 3.11.4 changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Authority;
- 3.11.5 changes to the IT, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of the Services; and
- 3.11.6 a programme of continuous improvement to the Services in accordance with Paragraph 2.4 of Schedule 17 (Continuous Improvement).
- 3.12 The Contractor shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Contractor shall provide any further information that the Authority requests.
- 3.13 If the Authority wishes to incorporate any improvement identified by the Contractor, the Authority shall send the Contractor a Change Control Note in accordance with the Change Control Procedure.
- 4 CONSORTIA**
- 4.1 If the Contractor is a Consortium it shall comply with the terms of this Clause 4.
- 4.2 The Contractor may appoint additional or replacement Consortium Members to assist it in carrying out its obligations under the Contract subject to compliance with Clause 4.3.
- 4.3 No new person or entity may become a Consortium Member until:
- 4.3.1 the Authority has given its prior written consent to the new Consortium Member;
- 4.3.2 the new Consortium Member has signed a Deed of Adherence; and
- 4.3.3 a copy of the Deed of Adherence has been given to the Authority.
- 4.4 The Contractor shall promptly inform the Authority if and how any Consortium Member breaches the terms of the Consortium Agreement.

- 5 TRANSFER AND SUB-CONTRACTING**
- 5.1 Save as set out in this Clause 5 the Contractor may not sub-contract, assign, transfer, charge the benefit and/or delegate the burden of the whole or any part of the Contract (a "Transfer") without the prior written consent of the Authority which shall not be unreasonably withheld.
- 5.2 If the Authority consents to a Transfer the Contractor will evidence the Transfer in writing and provide a copy of the Transfer document on request.
- 5.3 The Contractor may award Sub-Contracts with a cumulative value per annum not exceeding £10,000 without the Authority's consent.
- 5.4 Where the Authority has consented to a Sub-Contract, copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority as soon as reasonably practicable.
- 5.5 The Contractor shall not terminate or materially amend the terms of any Sub-Contract without the Authority's prior written consent.
- 5.6 The Authority may require the Contractor to terminate a Sub-Contract if the acts or omissions of the Sub-Contractor have given rise to the Authority's right of termination pursuant to Clause 25 unless the Sub-Contractor can remedy the breach to the Authority's satisfaction within 21 days of receipt by the Contractor of written notice from the Authority requiring the Sub-Contract to be terminated.
- 5.7 The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.
- 5.8 If the Authority believes there are:
- 5.8.1 compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
- 5.8.2 non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.
- 5.9 The Contractor shall:
- 5.9.1 subject to Clause 5.9.7, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term;
- 5.9.2 within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful sub-contractor;
- 5.9.3 monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
- 5.9.4 provide reports on the information at Clause 5.9.3 to the Authority in the format and frequency as reasonably specified by the Authority;
- 5.9.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder;
- 5.9.6 Each advertisement referred to at Clause 5.9.1 above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor;

- 5.9.7 The obligation at Clause 5.9.1 shall only apply in respect of subcontract opportunities arising after the contract award date;
- 5.9.8 Notwithstanding Clause 5.9.1, the Authority may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder;
- 5.10 In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, on request and at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Authority including:
- 5.10.1 the total contract revenue received directly on a specific contract;
 - 5.10.2 the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
 - 5.10.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 6 TUPE**
- 6.1 The Parties agree that:
- 6.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers of Transferring Former Contractor Employees, Part A of Schedule 10 shall apply and Part B of Schedule 10 shall not apply; and
 - 6.1.2 where the commencement of the provision of the Services or any part of the Services does not result in a Relevant Transfer of Transferring Former Contractor Employees, Part B of Schedule 10 shall apply and Part A of Schedule 10 shall not apply; and
 - 6.1.3 Part C of Schedule 10 shall apply on the expiry or termination of the Services or any part of the Services, including in relation to pension issues on such expiry or termination.
- 6.2 The Contractor agrees that, in performing the Contract, it will, unless otherwise reasonably required by the Authority or permitted in writing by it (such permission not to be unreasonably withheld or delayed), maintain:
- 6.2.1 the division of the Services into four separate parts as listed in sub-paragraphs (i), (ii), (iii) and (iv) of Paragraph 1.1(b) of Part A of Schedule 10; and
 - 6.2.2 the division of the Contractor Staff into four separate organised groupings within the meaning of regulation 3(3)(a)(i) of TUPE, each such grouping corresponding to, and the members of it separately assigned (within the meaning of regulation 4(1) of TUPE on an ongoing basis) to one only of, each such part of the Services as so listed,
- such that, should the Authority so require, the transfer of the Services to a Replacement Contractor or Replacement Sub-Contractor (as defined in the Definitions in Paragraph 1 of Schedule 10) may be undertaken in four phases corresponding to those set out in Paragraph 1.1(b) of Part A of Schedule 10, so that (unless TUPE does not apply for any other reason that is outside the Contractor's control) the commencement of the relevant part of the Services in respect of each such phase will be a Service Transfer and a Relevant Transfer and the date of commencement of each such phase will be a Service Transfer Date and a Relevant Transfer Date.

- 7 CONTRACTOR STAFF**
- 7.1 The Authority may refuse admission to Authority Premises and/or direct the Contractor to end the involvement in the Services of any Contractor Staff whom the Authority believes is a security risk.
- 7.2 If the Authority require the removal of any Contractor Staff pursuant to Clause 7.1, any Employment Liabilities and any other costs connected with that removal shall be at the Contractor's cost.
- 7.3 The Contractor shall use its reasonable endeavours to ensure continuity of Contractor Staff and to ensure that the turnover rate of Contractor Staff is at least as good as the prevailing industry norm for similar services, locations and environments.
- 7.4 The Contractor shall ensure that no person who discloses a Relevant Conviction or who is found to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service Procedures or otherwise), is employed or engaged in providing the Services without the Authority's prior written consent.
- 7.5 For each of the Contractor Staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Authority owes a special duty of care the Contractor shall (and shall procure that any relevant Sub-Contractor shall) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service, and the Contractor shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or what would reasonably be regarded as having an inappropriate record.
- 7.6 The Contractor acknowledges that Key Contractor Staff and Key Sub-Contractors are essential to the proper provision of the Services. The Parties have agreed to the appointment of Key Contractor Staff and Key Sub-Contractors listed in Schedule 7 as at the Effective Date.
- 7.7 Key Contractor Staff shall not be released from supplying the Services without the Authority's consent except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar reason.
- 7.8 Any replacements of Key Contractor Staff shall be subject to the Authority's consent and shall be of at least equal status, experience and skills to Key Contractor Staff being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 7.9 The Authority shall not unreasonably withhold consent under Clauses 7.7 or 7.8. Such consent shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on Services which could be caused by a change in Key Contractor Staff or Key Sub-Contractors.
- 7.10 The Authority may require the Contractor to remove any Key Contractor Staff who the Authority considers is in any respect unsatisfactory.
- 7.11 The Authority shall not be liable for the cost of replacing any Key Contractor Staff and the Contractor shall indemnify the Authority against all Employment Liabilities that may arise in this respect.
- 7.12 Except in respect of any transfer of Staff under TUPE, for the Term and for 12 months after the Term neither Party shall (except with the prior written consent of the other) solicit the services of any Staff of the other Party who have been engaged in providing the Services or the management of the Contract or any significant part thereof whether as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at any Staff of the other Party.

8 CHARGES

- 8.1 Except where otherwise expressly stated in the Contract the only payments to be paid by the Authority for the performance by the Contractor of its obligations under the Contract shall be the Charges which shall be inclusive of all costs and expenses incurred by the Contractor in the performance of its obligations.
- 8.2 In consideration for the provision of the Services the Authority shall pay the Charges in accordance with the Schedule 3 subject to the receipt of correct invoices pursuant to Clause 8.9 being issued by the Contractor.
- 8.3 The Contractor shall submit the first invoice by 17th July 2021 and subsequent invoices shall be submitted by the 12th Business Day of the month following the month in respect to which the invoice relates.
- 8.4 The Department shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 8.5 Except where otherwise expressly stated in Schedule 3 the Contractor shall not be entitled to increase the Charges or any rates identified in Schedule 3 throughout the Term.
- 8.6 The Charges are exclusive of Value Added Tax ("VAT") and all other taxes, duties and levies, but shall be inclusive of all charges, costs and expenses of whatever nature the Contractor incurs in providing the Services, and performing all other obligations of the Contractor, under the Contract (unless expressly stated otherwise in the Contract). The Contractor should notify the Authority of any direct VAT charges for the delivery of the Contract. The Contractor shall identify VAT and other applicable taxes, duties and levies separately on invoices, including identifying the elements of the Charges that are subject to VAT at the standard rate or at any other rates and that are zero rated or exempt from VAT.
- 8.7 Payment of the Charges by the Authority shall be without prejudice to any rights the Authority may have by reason of any Services, or any part thereof, failing to comply with any provision of the Contract and any breach by the Contractor of the Contract shall not be deemed to be accepted or waived by the Authority by reason of such payment.
- 8.8 The Authority may deduct from or offset against any monies due or becoming due to the Contractor under the Contract (including the Charges) any monies due from the Contractor under the Contract or otherwise under any other agreement or account whatsoever.
- 8.9 Invoices shall be submitted electronically by email to accountspayable.OCR@education.gov.uk by the relevant date as specified in Clause 8.3. To request a statement, please email accountspayable.BC@education.gov.uk.
- 8.10 There is no postal address. Paper invoices or supporting documents will not be accepted. All supporting documents must be sent digitally along with the invoice to accountspayable.OCR@education.gov.uk.
- 8.11 An invoice is a "Valid Invoice" if it is legible and includes:
- 8.11.1 the date of the invoice;
- 8.11.2 Contractor's full name and address;

- 8.11.3 Contract reference number;
- 8.11.4 Purchase Order number
- 8.11.5 the charging period;
- 8.11.6 a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);
- 8.11.7 days and times worked (if applicable);
- 8.11.8 Service Credits (if applicable); and
- 8.11.9 VAT if applicable.
- 8.12 The Authority shall not pay an invoice which is not a Valid Invoice.
- 8.13 The Authority intends to pay Valid Invoices within 5 days of receipt. Valid Invoices not paid within 30 days are subject to interest at the rate of 2% above the base rate from time to time of Barclays Bank. This Clause 8.13 is a substantial remedy for late payment of any sum payable under the Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.
- 8.14 The Authority shall not be responsible for any delay in payment caused by receipt of invoices which are not Valid Invoices and shall, within 10 Business Days of receipt, return to the Contractor for correction invoices that are not Valid Invoices together with an explanation of the need for correction.
- 8.15 At the end of the Term the Contractor shall promptly draw-up a final invoice which shall cover all Services provided up to the end of the Term which have not already been invoiced to the Authority. The final invoice shall be submitted not later than 30 days after the end of the Term.
- 8.16 The Authority shall not be obliged to pay the final invoice until the Contractor has carried out all of the Services.
- 8.17 The Contractor shall ensure that a term is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- 8.18 If the Authority disputes any amount specified in a Valid Invoice it shall pay such amount of the invoice as is not in dispute and within 10 Business Days notify the Contractor of the reasons for disputing the invoice. The Authority may withhold the disputed amount pending resolution of the dispute.
- 8.19 The Parties shall use all reasonable endeavours to resolve any dispute over invoices within 10 Business Days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with Clause 39.
- 8.20 Where the Contractor charges School Fees, the Contractor shall charge a school for each Participant's placement no more than the fees (exclusive of VAT) set out for each QTS subject in Table 1 of Schedule 3 (Financials).
- 8.21 In the event the Term is extended in accordance with Clause 2, the Contractor shall be permitted to increase the School Fees it charges but only if the increase in School Fees is expressly agreed in writing with the Authority in advance of the increased School Fees being levied.
- ## 9 FINANCIAL DISTRESS
- 9.1 The Parties shall comply with the provisions of Schedule 11 (Financial Distress) in relation to the assessment of the financial standing of the Contractor and the consequences of a change to that financial standing.

- 10 TAX AND VAT**
- 10.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- 10.2 If the Services are liable for VAT the Contractor shall comply with HMRC rules and regulations. The Contractor will be liable for paying to HMRC any identified VAT including those which may fall due.
- 10.3 If the Contractor is liable to NICs in respect of consideration received under the Contract it shall comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- 10.4 The Authority may ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 10.1 to 10.3 or why those Clauses do not apply to it.
- 10.5 A request under Clause 10.4 may specify the information which the Contractor must provide and the period within which that information must be provided.
- 10.6 The Authority may terminate this Contract if:
- 10.6.1 in the case of a request mentioned in Clause 10.4 the Contractor:
- fails to provide information in response to the request within a reasonable time; or
 - provides information which does not demonstrate either how the Contractor complies with Clauses 10.1 or why those Clauses 10.1 to 10.3 do not apply to it;
- 10.6.2 it receives information which demonstrates that, if Clauses 10.1 to 10.3 apply, the Contractor is not complying with those Clauses.
- 10.7 The Authority may supply any information which it receives under Clause 10.4 to HMRC.
- 10.8 The Contractor bears sole responsibility for the payment of tax and national insurance contributions due from it in relation to any payments or arrangements made under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract.
- 10.9 The Contractor will account to the appropriate authorities for any applicable income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract. The Contractor shall indemnify the Authority against any liability, assessment or claim made by the HMRC or any other relevant Authority arising out of the performance by the Contractor of its obligations under the Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by the Authority in connection with any such assessment or claim.
- 10.10 The Contractor authorises the Authority to provide HMRC and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under the Contract whether or not the Authority is obliged as a matter of law to comply with such request.
- 10.11 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- 10.11.1 notify the Authority in writing of such fact within 5 Business Days of its occurrence; and
- 10.11.2 promptly give the Authority:
- details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- 11 PREVENTION OF CORRUPTION**
- 11.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Contractor Staff, have at any time prior to the Effective Date:
- 11.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or
- 11.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 11.2 The Contractor shall not:
- 11.2.1 commit a Prohibited Act; or
- 11.2.2 do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 11.3 The Contractor shall:
- 11.3.1 procure that its Sub-Contractors shall, establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- 11.3.2 keep appropriate records of its compliance with its obligations under Clause 11.3.1 and make such records available to the Authority on request.
- 11.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of Clauses 11.1 and/or 11.2, or has reason to believe that it has or any of the Contractor Staff have:
- 11.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- 11.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or
- 11.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 11.5 If the Contractor notifies the Authority pursuant to Clause 11.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and any other relevant documentation.

- 11.6 If the Contractor is in Default under Clauses 11.1 and/or 11.2, the Authority may by notice:
- 11.6.1 require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- 11.6.2 immediately terminate the Contract.
- 11.7 Any notice served by the Authority under Clause 11.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).
- 12 DISCRIMINATION**
- 12.1 The Contractor shall perform its obligations under the Contract in accordance with all applicable equality law.
- 12.2 The Contractor shall comply with Authority's equality and diversity policy as given to the Contractor from time to time and any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under equality law.
- 12.3 The Contractor indemnifies the Authority in full from and against all Employment Liabilities that may arise as a result of any claims brought against the Authority by any of its employees, agents, consultants and contractors ("**Authority Contractor Staff**") and/or any of the Contractor Staff where such claim arises from any act or omission of the Contractor Staff in respect of anti-discrimination legislation. The Contractor will also provide all reasonable cooperation, assistance and information as the Authority may request in connection with any investigation by the Authority into any complaint or other grievance received by it from any of the Authority Contractor Staff or Contractor Staff in respect of anti-discrimination legislation which may have arisen from, or been contributed to by, any act or omission of the Contractor or any Contractor Staff.
- 13 INTELLECTUAL PROPERTY**
- 13.1 All Intellectual Property Rights in materials:
- 13.1.1 that are Existing IPR remain in the ownership of the Party that owns them.
The Contractor gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Contractor's Existing IPR to enable it to both:
- (a) receive and use the Services
- (b) make use of the services provided by a Replacement Contractor.
- 13.1.2 furnished to or made available to the Contractor by or on behalf of the Authority (the "**Authority IP Materials**") shall remain the property of the Authority (save for Copyright and Database Rights which shall remain the property of the Crown); and
- 13.1.3 prepared by or for the Contractor on behalf of the Authority in connection with the Contract (the "**Service Specific IP Materials**") shall vest in the Authority (save for Copyright and Database Rights which shall vest in the Crown)
- (together the "**IP Materials**").
- 13.2 The Contractor shall not, and shall ensure that Contractor Staff shall not, use or disclose IP Materials (except the Contractor's Existing IPR) without the Authority's

- approval save to the extent necessary for the performance by the Contractor of its obligations under the Contract.
- 13.3 The Contractor hereby assigns to the Authority or undertakes to procure the assignment to the Authority of all Intellectual Property Rights which may subsist in the Service Specific IP Materials (save for Copyright and Database Rights which it hereby assigns to the Crown or undertakes to procure the assignment of to the Crown). These assignments shall be given with full title guarantee, shall take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights in the Service Specific IP Materials and shall include, without limitation, an assignment to the Authority (or the Crown as appropriate) of all rights arising in the United Kingdom and the world together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Contractor shall execute all documents and do all other acts requested by the Authority and necessary to execute and perfect these assignments and to otherwise evidence the Authority's or the Crown's ownership of such rights.
- 13.4 The Contractor shall waive or procure a waiver on an irrevocable and unconditional basis of any moral rights subsisting in copyright produced by or in connection with the Contract or the performance of the Contract.
- 13.5 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-licence, transfer, novate or assign to a Replacement Contractor. The Contractor shall notify the Authority of any third party Intellectual Property Rights to be used in connection with the Contract prior to their use in connection with the Contract or the creation or development of the Service Specific IP Materials.
- 13.6 The Contractor shall not infringe any Intellectual Property Rights of any third party in performing its obligations under the Contract and the Contractor shall indemnify and keep indemnified the Authority and any Replacement Contractor from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority may suffer or incur as a result of or in connection with any breach of this Clause 13, except to the extent that any such claim arises from:
- 13.6.1 items or materials supplied by the Authority; or
- 13.6.2 the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.
- 13.7 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor.
- 13.8 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for infringement of Intellectual Property Rights in materials supplied and/or licensed by the Contractor to the Authority, provided always that the Contractor shall:
- 13.8.1 consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
- 13.8.2 take due and proper account of the interests and concerns of the Authority; and

- 13.8.3 not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).
- 13.9 Notwithstanding Clause 13.8 the Authority may take any action it deems appropriate with respect to any such claim and shall have exclusive control of such claim. If the Authority takes action the Contractor shall at the request of the Authority afford to the Contractor all reasonable assistance to the Authority for the purpose of contesting such claim.
- 13.10 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract subject to the Contractor indemnifying the Authority on demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.
- 13.11 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use reasonable endeavours to:
- 13.11.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of this Clause 13 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or
- 13.11.2 procure a licence to use and supply the Service Specific IP Materials, or her relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority.
- 13.12 If the Contractor is unable to comply with Clauses 13.11.1 and 13.11.2 within 20 Business Days of receipt of the Contractor's notification the Authority may terminate the Contract with immediate effect by notice in writing.
- 13.13 The Contractor grants to the Authority and, if requested by Authority, to a Replacement Contractor, a royalty-free, perpetual, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights the Contractor owned or developed prior to the Effective Date or otherwise not in connection with the Contract ("Contractor IP") and which the Authority (or a Replacement Contractor) reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided and the use and further development of the IP Materials.
- 13.14 The Authority shall comply with the reasonable instructions of the Contractor in respect of the way in which it uses the Contractor IP.
- 13.15 If the Contractor is not able to grant to the Authority a licence to use any Contractor IP for any reason, including due to any Intellectual Property Rights that a third party may have in such Contractor IP, the Contractor shall use its reasonable endeavours to:
- 13.15.1 procure that the third party owner of any Intellectual Property Rights that are or that may be used to perform the Contract grants to the Authority a licence on the terms set out in Clause 13.13; or

- 13.15.2 if the Contractor is itself a licensee of those rights and is able to do so under the terms of its licence, grant to the Authority a sub-licence on the terms set out in Clause 13.13.
- 13.16 The Contractor shall not knowingly do or permit to be done, or omit to do in connection with its use of Intellectual Property Rights which are or are to be the Authority IP Materials any act or thing which:
- 13.16.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant trade mark registry; or
- 13.16.2 would or might prejudice the right or title of the Authority to any of the Authority IP Materials.
- 13.17 The Contractor shall comply with the Authority's branding guidelines and shall not use any other branding, including its own, other than as set out in the Authority's branding guidelines or as otherwise agreed with the Authority.
- 13.18 When using Authority Trade Marks the Contractor shall observe all reasonable directions given by the Authority from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Contractor may not:
- 13.18.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any Authority Trade Mark, or unfairly competes with any Authority Trade Mark; or
- 13.18.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any Authority Trade Mark as to be likely to deceive or cause confusion.
- 13.19 The provisions of Schedule 19 (Contractor's Technology Solution) shall apply in relation to the Intellectual Property Rights in and licensing of Software.
- 14 DATA, SYSTEMS HANDLING AND SECURITY**
- 14.1 The Parties shall comply with the provisions of Schedule 8.
- 15 PUBLICITY AND PROMOTION**
- 15.1 Subject to Clause 16.2, without prejudice to the Authority's obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.
- 15.2 The Contractor shall use reasonable endeavours to ensure its Contractor Staff comply with Clause 15.1.
- 15.3 Without prejudice to the generality of Clauses 13.18 and 15.1, the Contractor shall not itself, and shall procure that Consortium Members shall not, use the Authority's name, brand or Authority Trade Marks or the Personal Data of the Authority to sell, promote, market or publicise the Contractor's other programmes, courses, services or other activities.
- 15.4 Subject to Clauses 13 and 16 Authority may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Services or comprised in any work relating to the Services.

- 15.5 Any marketing activity planned by the Contractor must be approved by or on behalf of the Authority's Director of Communications. In addition, if the proposed marketing activity will cost £100,000 or more, it must be approved in writing by the Cabinet Office.
- 15.6 In order to apply for Cabinet Office approval as set out in Clause 15.5, the Contractor must complete a Professional Assurance (PASS) application in conjunction with the Authority using the PASS form which the Authority will provide to the Contractor. The proposed marketing activity must be approved in writing by the Cabinet Office before any material expense on is incurred in relation to it.
- 15.7 The Contractor must comply with any amendments to the marketing activity that are required by the Authority and / or the Cabinet Office.
- 16 CONFIDENTIALITY**
- 16.1 Except to the extent set out in this Clause 16 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- 16.2 The Contractor hereby gives its consent for the Authority to publish the whole Contract including from time to time agreed changes to the Contract.
- 16.3 The Contractor may only disclose the Authority's Confidential Information to those Contractor Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that Contractor Staff are aware of and shall comply with these obligations as to confidentiality.
- 16.4 The Contractor shall not, and shall procure that Contractor Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- 16.5 Clause 16.1 shall not apply to the extent that:
- 16.5.1 such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- 16.5.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 16.5.3 such information was obtained from a third party without obligation of confidentiality;
- 16.5.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
- 16.5.5 it is independently developed without access to the other Party's Confidential Information.
- 16.6 Nothing in his Clause 16 shall prevent the Authority disclosing any Confidential Information obtained from the Contractor:
- 16.6.1 for the purpose of the examination and certification of the Authority's accounts;
- 16.6.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

- 16.6.3 to any other crown body and the Contractor hereby acknowledges that all government departments receiving such Confidential Information may further disclose the Confidential Information to other government departments on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department; or
- 16.6.4 to any consultant, contractor or other person engaged by the Authority provided that in disclosing information under Clauses 16.6.2 and 16.6.3 the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 16.7 Nothing in Clauses 16.1 to 16.6 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- 16.8 The Authority shall endeavour to ensure that any government department, employee, third party or Sub-Contractor to whom the Authority's Confidential Information is disclosed pursuant to Clause 15.6 is made aware of the Authority's obligations of confidentiality.
- 16.9 If the Contractor does not comply with Clauses 16.1 to 16.5 the Authority may terminate the Contract immediately on notice to the Contractor.
- 17 FREEDOM OF INFORMATION**
- 17.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- 17.2 The Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Business Days of receipt:
- 17.2.1 give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Business Days (or such other period as the Authority may specify) of the Authority's request;
- 17.2.2 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
- 17.2.3 not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.
- 17.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.
- 18 OFFICIAL SECRETS ACTS AND FINANCE ACT**
- 18.1 The Contractor shall comply with the provisions of:
- 18.1.1 the Official Secrets Acts 1911 to 1989; and
- 18.1.2 section 182 of the Finance Act 1989.

19 19.1 LIABILITY Neither Party excludes or limits its liability (if any) to the other:	19.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; 19.1.2 for personal injury or death resulting from its negligence; 19.1.3 under section 2(3) Consumer Protection Act 1987; 19.1.4 any breach of Clause 16 or Schedule 8; 19.1.5 for its own fraud; or	19.6.4 any compensation or interest paid to a third party by the Authority; and 19.6.5 any fine or penalty incurred by the Authority and any costs incurred by the Authority in defending any proceedings which result in such a fine or penalty.	19.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and he exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.	19.8 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract, including any losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.	19.9 All property of the Contractor whilst on the Authority's premises shall be there at the risk of the Contractor and the Authority shall accept no liability for any loss or damage howsoever occurring to it.	19.10 The Contractor shall effect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum and range of cover as the Authority deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as the Authority deems to be appropriate but not less than £5,000,000 for any one claim and insurance to cover the liability of the Contractor under the Contract. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.	19.11 The Contractor shall supply to the Authority on demand copies of the insurance policies maintained under Clause 19.10. 19.12 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.	19.13 It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability it has under, or in connection with, the Contract.	20 WARRANTIES AND REPRESENTATIONS	20.1 The Contractor warrants and represents that: 20.1.1 it has full capacity and Authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;	20.1.2 in entering the Contract it has not committed any fraud; 20.1.3 as at the Effective Date, all information contained in the Contractor's Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;	20.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under the Contract;
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- 20.1.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 20.1.6 the Service Specific IP Materials will be its original work and will not have been copied wholly or substantially from another party's work or materials provided that this Clause 20.1.6 shall not apply to any IP Materials used by the Contractor under permission or licence from any other person or entity (including, without limitation, any Sub-Contractor); and
- 20.1.7 the use by the Authority of any Intellectual Property Rights assigned or licensed to it by the Contractor under the Contract will not infringe or conflict with the rights of any third party;
- 20.1.8 in the 3 years (or actual period of existence if the Contractor has been in existence for less time) prior to the Effective Date:
- (a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (c) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- 20.1.9 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- 20.1.10 it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

21 FORCE MAJEURE

- 21.1 If either Party is prevented or delayed in the performance of any of its obligations under the Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to Clause 21.3 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 21.2 If either Party is prevented from performance of its obligations for a continuous period in excess of 3 months, the other Party may terminate the Contract forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 21.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under the Contract by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Contract may be performed despite the Force Majeure.

22 MONITORING AND REMEDIATION

- 22.1 The Contractor shall comply with Schedule 16 (Records Provision and Management Information) in relation to the keeping of records and the management of information.
- 22.2 The Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the Contractor's performance.
- 22.3 The Authority reserves the right to verify any aspect of this Agreement either with the Contractor or independently including through requesting information, records or data from the Contractor and / or from a third party.
- 22.4 The Authority or its authorised representatives may visit on reasonable notice to the Contractor any premises of the Contractor, any Consortium Member or any other premises at which the Services (or any part of them) are being or are to be performed to ascertain that the Contractor is conforming in all respects with its obligations arising under the Contract and otherwise to monitor and quality assure the provision of the Services.
- 22.5 During such visits, the Authority may inspect and take copies of such of the records of the Contractor and any Consortium Member as relate to the performance of their obligations under the Contract.
- 22.6 If the Authority reasonably considers that any provision of the Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy that it may have under the Contract or otherwise:
- 22.6.1 require the Contractor to produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of the Authority (not to be unreasonably withheld) and which, once approved, the Contractor shall implement; and
 - 22.6.2 monitor, supervise, direct and/or guide the Contractor's provision of the Services until the Authority reasonably considers that any such risk has been remedied or removed. The Contractor shall cooperate at all times with the Authority in this regard.
- 22.7 If the Contractor fails to comply with any provision of the Contract or fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Authority may instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 days or such other period of time as the Authority may direct.
- 22.8 The Authority may review from time to time the progress of the Contractor against the Implementation Plan. The Contractor shall cooperate with the Authority in this regard and provide any information and evidence reasonably required by the Authority.
- 22.9 The Authority may instruct the Contractor to take appropriate remedial action where the Authority reasonably considers that the Implementation Plan is not being complied with or is at risk of not being complied with and the Contractor shall take such remedial action.

23 ANNUAL REVIEW

- 23.1 The parties shall undertake an Annual Review of the Services and Charges in each Contract Year. The first Annual Review shall take place no earlier than the first anniversary of the Service Commencement Date and no later than 30 November 2022. Subsequent Annual Reviews shall take place in each Contract Year on the anniversary of the first Annual Review or such other date as the Authority and the Contractor agree.

23.2 The Contractor shall submit to the Authority by the tenth (10th) Business Day of November in each Contract Year an Annual Review Report that includes the content as set out in Schedule 16 (Records Provision and Management Information).

23.3 During each Annual Review, the parties shall:

23.3.1 review the Contractor's performance against the Performance Indicators;

23.3.2 consider potential improvements in the Performance Indicators and the Subsidiary Performance Indicators;

23.3.3 consider potential improvements in the delivery of the Services;

23.3.4 review and agree amendments as relevant to the Contractor's Contract Management Plans including but not limited to risk management;

23.3.5 Review the Charges and the provisions of Schedule 3 with a view to identifying potential efficiencies and cost savings; and

23.3.6 initiate the gain share mechanism outlined in Schedule 3;

23.4 Any changes to the Charges or Performance Indicators or Services shall be subject to agreement in accordance with the Change Control Procedures set out in Schedule 6 and the Charges shall be calculated utilising the Financial Model.

23.5 In the event of a dispute arising between the Authority and the Contractor at Annual Review, such dispute shall be dealt with in accordance with the dispute resolution provisions in Clause 39.

24 STEP IN RIGHTS

24.1 Without prejudice to the Authority's rights of termination under Clause 25 the Authority may exercise one or more of the rights set out in this Clause 24 ("**Step In Rights**") if:

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

24.1.2 the Contractor fails to meet any of the Service Thresholds specified in Schedule 4 (Performance Levels);

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

24.1.4 a Regulatory Body has advised the Authority that exercise by the Authority of its Step In Rights is necessary;

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

24.1.6 it is necessary to discharge a statutory duty; or

24.1.7 the Contractor becomes insolvent.

24.2 If the Authority has a Step In Right it may serve notice on the Contractor (a "**Step-In Notice**") that it will take action under this Clause 24 either itself or with the assistance of a third party.

24.3 The Step-In Notice shall set out:

24.3.1 the action the Authority wishes to take and in particular the Services that it wishes to control (the "**Required Action**");

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

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

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

24.3.5 whether the Authority will require access to the Contractor's premises; and

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

24.4 Following service of a Step-In Notice, the Authority shall:

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

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

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

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

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

24.4.6 of the exercise of the Step In Rights.

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

24.5.1 the Contractor shall not be obliged to provide the Services to the extent that they are the subject of the Required Action; and

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

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

24.7 Before ceasing to exercise its Step In Rights the Authority shall deliver a written notice to the Contractor (a "**Step-Out Notice**"), specifying:

24.7.1 the Required Action it has taken; and

24.7.2 the date on which the Authority plans to end the Required Action subject to the Authority being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with Clause 24.8.

24.8 The Contractor shall, following receipt of a Step-Out Notice and not less than 20 Business Days prior to the date specified in Clause 24.7.2, develop for the Authority's approval a draft plan relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the affected Services satisfy the requirements of the Contract.

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

24.10 The Contractor shall bear its own costs in connection with any Step-In under this Clause 24, provided that the Authority shall reimburse the Contractor's reasonable additional expenses incurred directly as a result of any Step-In action taken by the

Authority under Clauses 24.1.3 to 24.1.6 (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of a Contractor's Default).

25 TERMINATION

25.1 The Authority may terminate the Contract (or any part of it) with immediate effect and without paying compensation to the Contractor where the Contractor is a company and in respect of the Contractor:

25.1.1 a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

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

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

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

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

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

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

25.1.8 any event similar to those listed in Clauses 25.1.1 to 25.1.7 occurs under the law of any other jurisdiction.

25.2 The Authority may terminate the Contract (or any part of it) with immediate effect by notice and without paying compensation to the Contractor where the Contractor is an individual and:

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

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

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

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

25.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or

sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;

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

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

25.2.8 any event similar to those listed in Clauses 25.2.1 to 25.2.7 occurs under the law of any other jurisdiction.

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

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

25.3.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control

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

25.4 The Authority may terminate the Contract (or any part of it) with immediate effect and without paying compensation to the Contractor where the Contractor is a partnership and:

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

25.4.2 it is for any reason dissolved;

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

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

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

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

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

(b) a petition is presented for his bankruptcy;

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

(d) any event similar to those listed in Clauses 25.4.1 to 25.4.6 occurs under the law of any other jurisdiction.

25.5 The Authority may terminate the Contract (or any part of it) with immediate effect and without paying compensation to the Contractor where the Contractor is a limited liability partnership and:

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

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

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

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

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

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

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

25.5.9 any event similar to those listed in Clauses 25.5.1 to 25.5.8 occurs under the law of any other jurisdiction.

25.6 References to the Insolvency Act 1986 in Clause 25.5.1 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

25.7 The Authority may terminate the Contract (or any part of it) with immediate effect and without paying compensation to the Contractor if the Contractor commits a Default and:

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

25.7.2 the Default is not, in the opinion of the Authority, capable of remedy; or

25.7.3 the Default is a Material Breach; or

25.7.4 the Default (not being a Material Breach) has occurred twice in any three month period.

25.8 The Authority may terminate the Contract (or any part of it) with immediate effect and without paying compensation to the Contractor if:

25.8.1 the Contractor's warranty in Clause 20.1.10 is materially untrue;

25.8.2 the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Non-Tax Compliance;

25.8.3 the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

25.8.4 the Contractor is in breach of Paragraph 1.13 of Schedule 11 (Financial Distress).

25.9 The Authority may terminate the Contract (or any part of it) with immediate effect and without paying compensation to the Contractor if:

25.9.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

25.9.2 the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in the award of the Contract; or

25.9.3 the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations which has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

25.10 If the Authority terminates the Contract (or any part of it) under Clauses 25.7, 25.8 or 25.9:

25.10.1 and makes other arrangements for the supply of the Services (or any part of the Services), the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements; and

25.10.2 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this Clause 25.

25.11 The Authority may terminate the Contract (or any part of it) at any time during the Term by giving at least 3 months' prior written notice to the other Party.

25.12 If the Authority terminates the Contract under Clause 25.11 the Authority shall make no further payments to the Contractor except for a Breakage Costs Payment assessed in accordance with Schedule 20 (Breakage Costs), Services supplied by the Contractor prior to termination where the payment has yet to be made by the Authority and for Termination Services agreed with the Authority in accordance with the Contract.

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

25.14 If the Authority terminates the Contract (or any part of it) under Clause 25.13 the Authority shall pay to the Contractor for Services supplied prior to the termination and in accordance with the Contract, and any disengagement costs and other costs reasonably incurred by the Contractor as a direct consequence of such termination (excluding any loss of profit and any possible redundancy or other severance costs), provided that the Contractor shall use all reasonable endeavours to mitigate the amount of such costs and has provided written evidence of the reasonableness and unavoidability of such costs.

25.15 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse

the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

25.16 If the Authority fails to pay the Contractor undisputed sums of money when due the Contractor shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 30 Business Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights of deduction and / or set-off under Clause 8.8 or to Force Majeure.

25.17 Save as otherwise expressly provided in the Contract:

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

25.17.2 termination of the Contract (or any part of it) shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under Clauses 8 (Payment), 10 (Tax and VAT), 11 (Prevention of Fraud), 13 (Intellectual Property Rights), 14 (Data), 16 (Confidentiality), 17 (Freedom of Information), 18 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 19 (Liability), 20 (Warranties and Representations), 25 (Termination), 27 (Exit Management), 28 (Audit), 40 (Governing Law and Jurisdiction) and Schedule 10 (Staff Transfer).

25.18 The Authority may terminate the Contract (or any part of it) with immediate effect and without paying compensation to the Contractor in the event that the Contractor's performance of the Service is such that any Service Threshold is reached or exceeded

26 RETENDERING AND HANDOVER

26.1 Within 30 days of being requested by the Authority, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable the Authority to issue tender documents for the future provision of replacement services. This will include but is not limited to the information required to be disclosed by the Contractor in accordance with Part D of Schedule 10 (Staff Transfer).

26.2 The Authority shall take reasonable precautions to ensure that the information referred to in Clause 26.1 is given only to potential contractors who have qualified to tender for the future provision of the replacement services.

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

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

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

26.6 The Contractor shall co-operate fully with the Authority during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents,

reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

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

27 EXIT MANAGEMENT

27.1 If the Authority requires a continuation of all or any of the Services at the end of the Term or on the earlier termination of any part of the Contract or cessation of the provision of any part of the Services by the Contractor, either by performing them itself or by engaging a third party to perform them as a Replacement Contractor or otherwise, the Contractor shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services or the relevant part of the Services without disruption to routine operational requirements.

27.2 The Contractor will, within 3 months of the Effective Date, deliver to the Authority, a plan in accordance with paragraph 17.1.1 of Schedule 1 (Specification) which sets out the Contractor's proposals for achieving an orderly transition of Services from the Contractor to the Authority and/or its Replacement Contractor at the end of the Term or on the earlier termination of any part of the Contract or cessation of the provision of any part of the Services by the Contractor (an "Exit Plan").

27.3 Within 30 days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan. If the Parties are unable to agree the Exit Plan the dispute shall be referred to the dispute resolution procedure in Clause 39.

27.4 The Contractor will review and (if appropriate) update the Exit Plan in each year of the Term in the month of the Effective Date to reflect changes to the Services. Following such update the Contractor will submit the revised Exit Plan to the Authority for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in Clause 39.

27.5 The Contractor shall implement its Exit Plan not less than 9 Months prior to whichever occurs first out of the Termination Date or the Expiry Date.

27.6 If the Contractor:

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

27.6.2 reasonably incurs additional costs

the Parties shall agree a variation of the Charges through the Change Control Procedure.

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

27.8 As part of the Exit Plan, the Contractor shall record the details of all enquiries received from potential Participants for a Programme that begins after the Expiry Date or

Termination, whichever is the earlier, and pass this information on to the Authority and/or the Replacement Contractor.

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

27.10 The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority or any other Replacement Contractor at the end of the Term or on the earlier termination of any part of the Contract or cessation of the provision of any part of the Services by the Contractor and shall provide the Authority free of charge with full access to Contractor Staff, copies of all documents, reports, summaries and any other information requested by the Authority. The Contractor shall comply with the Authority's request for information no later than 15 Business Days from the date that that request was made.

28 AUDIT RIGHTS AND FINANCIAL REPORTS

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

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

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

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

28.5 The Contractor shall comply with the provisions of Part A of Schedule 13 (Financial Reports and Audit Rights) in relation to the maintenance of Open Book Data.

28.6 The Parties shall comply with the provisions of Part B of Schedule 13 (Financial Reports and Audit Rights) in relation to the exercise of the Audit Rights by the Authority or any Audit Agents.

29 CONTRACT MANAGEMENT PROVISIONS

29.1 The Parties shall comply with the provisions of this Clause and Schedule 14 (Contract Management Provisions) in relation to the management and governance of this Contract.

29.2 Each Party shall have a representative for the Term who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.

29.3 The initial Contractor Representative shall be the person named as such in Schedule 7 (Key Contractor Staff and Key Sub-Contractors). Any change to the Contractor Representative shall be agreed in accordance with Clause 7 (Contractor Staff).

29.4 The Authority shall notify the Contractor of the identity of the initial Authority Representative within 5 Business Days of the Effective Date. The Authority may, by written notice to the Supplier, revoke or amend the authority of the Authority Representative or appoint a new Authority Representative.

Monitoring of Contract Performance

29.5 The Authority (including any representative of the Authority) shall monitor the Contractor's performance of the Services in accordance with the provisions of Schedule 14 (Contract Management Provisions) or such other requirements as notified by the Authority to the Contractor from time to time.

29.6 The Parties shall have regular meetings to monitor and review:

29.6.1 the performance of the contract;

29.6.2 the achievement of Key Performance Indicators and Subsidiary Performance Indicators;

29.6.3 the supply of the Services;

29.6.4 the performance by the Contractor of any of its other obligations under the Contract; and

29.6.5 any other matter the Parties consider appropriate;

and the Contractor shall comply with the provisions of Schedule 14 (Contract Management Provisions) in this regard.

29.7 The Authority reserves the right to verify any aspect of this Contract either with the Contractor or independently including through requesting information, records or data from the Contractor and/or from a third party.

29.8 The Authority may organise regular monitoring and spot checks of the premises at which the Services (or part of them) are being performed, at any time to ensure that the Contractor is complying with its obligations under the Contract and the Contractor shall co-operate fully, at its own cost, with the Authority. The Authority shall use all reasonable endeavours to ensure that the onsite monitoring will not interfere with the delivery of the Services by the Contractor.

29.9 The Authority may appoint an assessor (which may be an internal or an external assessor, subject (in the case of an external assessor) to the external assessor entering into a non-disclosure arrangement and having the relevant expertise and competence), to participate in the monitoring of the Contractor's performance of the Services and the Contractor will co-operate with the assessor and take all reasonable and necessary steps to implement recommendations made. Any changes to any Services made as a result of a recommendation of any such persons shall be made in writing and in accordance with Schedule 6 (Change Control).

29.10 The Contractor shall ensure that the Authority (and its authorised representatives) have access upon reasonable notice to all relevant property, including the premises, and information (and where requested are given a copy of such information) necessary to carry out the monitoring referred to in this Clause including putting in place arrangements to permit legal access to information as may be required.

29.11 From the Effective Date of the Contract, the Authority and the Contractor shall meet at the times and with such frequency as specified in Schedule 14 (Contract Management Provisions) or as notified by the Authority to the Contractor from time to time. Such meetings shall be convened by the Authority upon the Authority giving reasonable notice to the Contractor.

Performance Levels

- 29.12 The Contractor shall ensure that the Services meet or exceed the Key Performance Indicators and Subsidiary Performance Indicators at all times from the Service Commencement Date.
- 29.13 The Authority shall conduct regular Contract Performance Review meetings ("CPRs") in accordance with Schedule 14 (Contract Management Provisions) to monitor and review the performance of the Contract, the achievement of the Key Performance Indicators and Subsidiary Performance Indicators and the provision of the Services.
- 29.14 The Contractor shall comply with the provisions of Schedule 14 (Contract Management Provisions) in relation to the review, monitoring and reporting of its performance against the Key Performance Indicators and Subsidiary Performance Indicators.
- 29.15 If there is a Service Failure, the Contractor shall:
- 29.15.1 take all reasonable steps to notify the Authority immediately of the Service Failure (and in any event as soon as the Contractor becomes aware that the Service Failure has occurred);
- 29.15.2 provide the Authority with a Performance Improvement Plan in accordance with Clause 29.21;
- 29.15.3 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Failure from recurring; and
- 29.15.4 carry out the actions identified in the Performance Improvement Plan in accordance with its terms.
- 29.16 The Authority may, at its sole discretion, elect to make changes to the Performance Indicators from time to time. If the Authority elects to make changes to the Performance Indicators, the Authority shall propose such variation by serving a Change Control Notice on the Contractor, and the Contractor shall promptly comply with the Change Control Procedure as detailed in Schedule 6.

Performance Improvement Process

- 29.17 In the event that:
- 29.17.1 there is, or is reasonably likely to be, a Service Failure; or
- 29.17.2 the Contractor commits a Default that is capable of remedy,
- the Authority may at any time (in its absolute discretion) elect to issue a Performance Improvement Notice to the Contractor in respect of such Service Failure or Default and thereby initiate the Performance Improvement Process in accordance with this Clause and the following Clauses.
- 29.18 A Performance Improvement Notice given in accordance with this Clause shall indicate:
- 29.18.1 that it is a Performance Improvement Notice;
- 29.18.2 the Service Failure;
- 29.18.3 the Default;
- 29.18.4 the actions the Authority in its absolute discretion requires the Contractor to take to satisfy the Authority that the Contractor can ensure compliance with its contractual obligations in relation to the matter of the Service Failure, which for the avoidance of doubt, may include the requirement to remedy the Service Failure where it is capable of remedy; and

- 29.18.5 the Performance Improvement Period which will start on the date of issue of the Performance Improvement Notice and will end on the Performance Improvement End Date specified in the Performance Improvement Notice.
- 29.19 For the avoidance of doubt, the Authority may issue a Performance Improvement Notice and initiate the Performance Improvement Process at any time after the occurrence of a Service Failure and any delay in exercising its right to issue a Performance Improvement Notice and/or initiate the Performance Improvement Process shall not constitute a waiver or cause of diminution of the Authority's right to do so.
- 29.20 For the avoidance of doubt, the Authority shall be under no obligation to initiate the Performance Improvement Process including, without limitation, if it serves notice to terminate the Contract pursuant to any other termination rights under the Contract.
- 29.21 Within such timescales as notified by the Authority to the Contractor (taking into account all relevant circumstances in relation to the subject matter and nature of the Service Failure) but in any event no less than ten (10) Business Days following receipt of a Performance Improvement Notice the Contractor shall either:
- 29.21.1 submit a draft Performance Improvement Plan, or
- 29.21.2 inform the Authority that it does not intend to submit a Performance Improvement Plan.
- 29.22 In the event that the Contractor either fails to submit a draft Performance Improvement Plan or the Contractor informs the Authority that it does not intend to submit a draft Performance Improvement Plan the Authority shall be entitled to terminate the Contract by giving written notice to the Contractor.
- 29.23 The Authority shall either approve the draft Performance Improvement Plan within ten (10) Business Days (or such other period as notified by the Authority to the Contractor) of its receipt pursuant to Clause 29.21 or it shall inform the Contractor why it cannot accept the draft Performance Improvement Plan. In such circumstances, the Contractor shall address all such concerns in a revised Performance Improvement Plan, which it shall submit to the Authority within a minimum period of ten (10) Business Days (or such greater period as notified by the Authority to the Contractor) of its receipt of the Authority's comments. If no such notice is given, the Contractor's draft Performance Improvement Plan shall be deemed to be agreed.
- 29.24 The Authority and the Contractor may agree temporary variations to the Contract in relation to the subject matter and nature of the Service Failure as part of the Performance Improvement Plan.
- 29.25 Once agreed, the Contractor shall immediately implement the Performance Improvement Plan.
- 29.26 If, despite the measures taken under Clause 29.23 a revised Performance Improvement Plan cannot be agreed within the minimum period of ten (10) Business Days (or such greater period as notified by the Authority to the Contractor) of receipt by the Contractor of the Authority's comments in respect of the Contractor's draft Performance Improvement Plan then the Authority may elect to end the Performance Improvement Process and (a) refer the matter for resolution by the dispute resolution procedure set out in Clause 39 (Dispute Resolution) or (b) terminate the Contract by giving written notice to the Contractor with immediate effect and without liability.
- 29.27 If a Performance Improvement Plan is agreed between the Parties, but the Contractor fails to implement the Performance Improvement Plan in accordance with its terms and by the Performance Improvement End Date as specified in the Performance Improvement Notice such that the Contractor fails to rectify the Service Failure and/or

undertake all the actions specified by the Authority in the Performance Improvement Notice by the Performance Improvement End Date (a "Performance Improvement Plan Failure"), the Authority may, at its absolute discretion, but shall not be obliged to:

29.27.1 terminate the Contract by giving written notice to the Contractor;

29.27.2 give the Contractor a further opportunity to resume full implementation of the Performance Improvement Plan; or

29.27.3 escalate any issues arising out of the failure to implement the Performance Improvement Plan in accordance with the dispute resolution procedure set out in Clause 39 (Dispute Resolution).

29.28 Any subsequent Service Failure, which the Authority regards, at its sole discretion, as being substantially the same in character to a Service Failure in respect of which a Performance Improvement Notice has been issued in accordance with this Clause 29 which occurs not less than six (6) months of the Performance Improvement End Date shall entitle the Authority to terminate the Contract by giving written notice to the Contractor.

Provision of Management Information

29.29 The Contractor shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times deliver timely and accurate Management Information to the Authority in accordance with the provisions of this Clause 29 and Schedule 16 (Records Provision and Management Information).

30 ENTIRE AGREEMENT

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

30.2 Nothing in this Clause 30 shall exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

31 PARTNERSHIP

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

32 WAIVER

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

33 CHANGE CONTROL

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

34 COUNTERPARTS

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

35 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

35.1 The provisions of Clauses 7.5 and 13.6 confer benefits on a Replacement Contractor and are intended to be enforceable by a Replacement Contractor by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").

35.2 Subject to Clause 35.1, a person who is not a Party has no right under CRTPA to enforce provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

35.3 A Replacement Contractor may not enforce or take steps to enforce the provisions of Clauses 7.5 or 13.6 without the Authority's prior written consent.

35.4 The Parties may amend the Contract without the consent of any Replacement Contractor.

36 CONFLICTS OF INTEREST

36.1 The Contractor shall:

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

36.1.2 take appropriate steps to ensure that neither the Contractor nor any of the Contractor Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or any of the Contractor Staff and the duties owed to the Authority under the provisions of the Contract in either case, referred to in this Clause 36 as a "**Conflict of Interest**".

36.2 If the Contractor becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this Clause 36 the Contractor shall forthwith provide full particulars to the Authority.

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

36.4 Without prejudice to the foregoing provisions of this Clause 36.1, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Contractor shall:

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

36.4.2 give the Authority a comprehensive and detailed written statement of the action it had taken.

36.5 If the Authority is not satisfied with the Contractor's actions, the Contractor shall, on request by the Authority promptly end any relationship it may have with any third party.

where that relationship has given rise to the Conflict of Interest (or potential Conflict of Interest).

36.6 Without prejudice to any other right or remedy it may have, the Authority may terminate the Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is any continuing breach by the Contractor of the provisions of this Clause 36.

37 FURTHER ASSURANCE

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

38 NOTICES

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

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

- 38.2.1 if delivered by hand, when left at the proper address for service;
- 38.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;
- 38.2.3 if given or made by facsimile or e-mail, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post or (where being sent to an address in a different country to where posted) airmail to the other Party within 24 hours after transmission and that, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

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

39 DISPUTE RESOLUTION

39.1 Any Dispute shall be dealt with in accordance with this Clause 39.

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

39.3 If a Dispute cannot be resolved by negotiation as referred to in Clause 39.2 within 30 days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution, the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs.

40 GOVERNING LAW AND JURISDICTION

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

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

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

41 DUE DILIGENCE

41.1 The Contractor acknowledges that:

41.1.1 The Authority has delivered or made available to the Contractor all of the information and documents that the Contractor considers necessary or relevant for the performance of its obligations under this Contract;

41.1.2 It has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;

41.1.3 It has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Effective Date) of all relevant details relating to:

- (a) The Authority Requirements;
- (b) The suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
- (c) The operating processes and procedures and the working methods of the Authority;
- (d) The ownership, functionality, capacity, condition and suitability for use in the services of the Authority Property; and
- (e) The existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence information which may be novated to, assigned to or managed by the Contractor under this Contract and/or which the Contractor will require the benefit of for the provision of the Services; and

41.1.4 It has advised the Authority in writing of:

- (a) Each aspect, if any, of the Operating Environment that is not suitable for the provision of the services;
- (b) The actions needed to remedy each such unsuitable aspect; and
- (c) A timetable for and, to the extent that such costs are to be payable to the Contractor, the costs of those actions,
- (d) And such actions, timetable and costs are fully reflected in this Contract, including the Specification as applicable.

41.2 The Contractor shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor, subject to clause 41.3, shall the Contractor be entitled to recover any additional costs or charges, arising as a result of:

41.2.1 Any unsuitable aspects of the Operating Environment;

- 41.2.2 Any misinterpretation of the Authority Requirements; and/or
- 41.2.3 Any failure by the Contractor to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

SCHEDULE 3 FINANCIALS

1 DEFINITIONS

1.1 In this Schedule, the following terms shall have the meanings set out below:

Phase	Meaning
"Applicable Charges"	means the component parts of the payment as set out in the Applicable Charges column of Table 2 in Schedule 4 (Performance Levels);
"Forecast Contingency Costs"	means the costs which the Contractor forecasts may be incurred in relation to the risks and contingencies that are identified in the Risk Register, such costs being those set out in the column headed 'Forecast Contingency Costs' in the Risk Register (as such costs are updated from time to time);
"Gainshare Payment"	has the meaning set out in paragraph 2.9 of this Schedule;
"Interim Payment"	means an advance payment made to the Contractor in order to support the cash-flow requirements of the Contract;
"Operating Surplus"	means any sum identified as the Operating Surplus in the Pricing Model;
"Output"	means the successful completion of specific deliverables per Participant as set out in Table 1 of Schedule 4 (Performance Levels).
"Output Payment"	means the price the Authority will pay the Contractor per Output achieved in accordance with Paragraph 2.4
"Paragraph"	means a paragraph of this Schedule 4 unless expressly indicated to the contrary.
"Pricing Model"	means the spreadsheet populated by the Contractor with its prices and costs as set out in Annex 1 of Schedule 3, as may be amended by the Parties from time to time in accordance with the Change Control Procedure, Financial Reports and/or the Risk Premium provisions;
"Profit Margin"	means any sum identified as the Profit Margin in the Pricing Model.
"Service Fee"	means a monthly fee paid with effect from the Service Commencement Date calculated in accordance with Paragraph 2.3
"Set Up Costs"	means costs incurred by the Contractor during the Mobilisation Period and other period(s) defined by the Contractor in their Implementation Plan, to establish the necessary infrastructure to enable

operational delivery calculated in accordance with Paragraph 2.1 of this Schedule.

"Total Contract Value"

means the total value of the Services to be delivered during the Term as included in the Pricing Model by the Contractor.

2 APPLICABLE PRICING METHODOLOGY

2.1 General

The Charges payable to the Contractor by the Authority shall consist of:

- 2.1.1 The Set up Costs;
- 2.1.2 The Service Fee;
- 2.1.3 The Output Payment;
- 2.1.4 Profit Margin or Operating Surplus; and
- 2.1.5 Incentive Payment.

All subject to and in accordance with the provisions of this Contract.

2.2 Set Up Costs

- 2.2.1 The Contractor is not entitled to be reimbursed for any Set Up Costs under this Contract.

2.3 Service Fee

- 2.3.1 Subject to the terms of the Contract, the Service Fee will be paid to the Contractor on a monthly basis, with effect from the Service Commencement Date on the basis set out in Paragraphs 2.3.2 and 2.3.3 for a period of between 24 and 36 months, as determined by the Contractor within the Pricing Model.

- 2.3.2 The Service Fee is capped at 25% of the Total Contract Value.

- 2.3.3 The Service Fee will be a fixed amount per month, based on the total Service Fee sum in the Pricing Model, divided by the period for which the Contractor has requested in accordance with Paragraph 2.3.1.

- 2.3.4 Table 1 as referred to in Clause 8.20 is as follows:

Table 1 – Maximum School Fees

QTS Subject	Fees per Participant (exclusive of VAT)	
	Year 1	Year 2
Secondary:		
Tier 1 (Maths, physics, chemistry, biology, computing)	7,000	7,000
Tier 2 (Modern languages, geography)	6,700	6,700
Tier 3 (English)	6,200	6,200

Tier 4 - All other subjects	5,700	5,700
Primary & Early Years	4,100	4,100

2.4 Output Payment

- 2.4.1 Subject to the terms of the Contract, the Authority shall pay the Contractor the applicable Output Price for each Output that is achieved in accordance with the requirements of the Contract. The applicable Output Price shall be ascertained by reference to the mechanism described in Paragraphs 2.4.2, 2.5 and 3 below.

- 2.4.2 The applicable Output Price shall be calculated on a unit price basis in accordance with Paragraph 3 and Table 2.

- 2.4.3 The total Output Price made in respect of performance against each KPI is capped at 2000 Outputs.

- 2.4.4 For the avoidance of doubt, payment of the aggregate of Output Prices calculated as payable to the Contractor in any payment period pursuant to this Schedule 3 are subject to the rights of the Authority to reduce such total payment by levying Service Credits in accordance with Paragraph 4 of Schedule 4 (Performance Levels).

2.5 Charges for Output Prices

- 2.5.1 Payment will be made based upon the successful delivery of each individual output as set out in Table 1 (Key Performance Indicators) of Schedule 4 (Performance Levels).

- 2.5.2 The Output Payment to be made for each of the KPIs as referred to in Paragraph 2.4 are set out in Table 2 of this Schedule.

Table 2

Output Payments for KPIs 1 to 4

The following Output Payments shall apply during the Contract:

Output Number	Output Payment by Outcome (per Participant)
KPI 1	£
KPI 2	£
KPI 3	£
KPI 4	£

2.6 Profit Margin or Operating Surplus

- 2.6.1 If the Pricing Model includes a fixed percentage Profit Margin or Operating surplus this will apply only to the Set-Up Costs, Service Fee and Output Payment.

- 2.6.2 The Profit Margin or Operating Surplus will be paid alongside other regular invoices and purchase orders and will remain subject to recovery for under-delivery as one of the Applicable Charges as set out in the column entitled

"Applicable Charges" in Table 2 (Service Credits) in Schedule 4 (Performance Levels).

2.7 Incentive Payment

- 2.7.1 The Authority will make an Incentive Payment to the Contractor if it achieves a retention rate in relation to second year Participants that exceeds KPI 4 as set out in Table 1 of Schedule 4 (in excess of 86%), subject to the provisions of the following paragraphs.
- 2.7.2 The Contractor will only be eligible for the Incentive Payment if the Contractor has achieved at least 100% in relation to KPI 1 as set out in Table 1 of Schedule 4 in relation to 1,750 Participants.
- 2.7.3 If, in accordance with Paragraphs 2.7.1 and 2.7.2, the Incentive Payment is payable, it shall be calculated on the basis of it being £4,000 per Participant subject to a maximum Incentive Payment of £1,000,000.

2.8 Interim Payments

- 2.8.1 Where the Contractor requests an Interim Payment to assist its cashflow, the Authority shall give such a request its consideration.
- 2.8.2 If the Authority agrees to a request made by the Contractor in accordance with paragraph 2.8.1, the Interim Payment will be calculated as being an amount equivalent to 60% of the maximum estimated total Output Payment for each Output, and it shall be paid as an equal payment in each of the eleven months (i.e. 5.45% of total Output Payment x 11 months) prior to the expected completion date for the Output.
- 2.8.3 The cumulative Interim Payments made in respect of Output Payments for KPI3/22 performance up to and including October 2023, shall be no more than 90% of the actual measured performance recorded in August 2023. The remaining Output Payment for KPI3/22 performance will be made in October 2024 and take account of the final actual measured performance recorded in August 2024.
- 2.8.4 The cumulative Interim Payments made in respect of Output Payments for KPI3/23 performance up to and including October 2024, shall be no more than 90% of the actual measured performance recorded in August 2024. The remaining Output Payment for KPI3/23 performance will be made in October 2025 and take account of the final actual measured performance recorded in August 2025.
- 2.8.5 Where the Contractor fails to successfully deliver the forecast Output by the completion date for that Output, any Interim Payment that has been paid in relation to that Output will be recovered by the Authority. Where possible, the Authority will recover the Interim Payment by deducting and / or setting off the Interim Payment against sums owed by the Authority to the Contractor in accordance with Clause 8.8. Where this is not possible, the Authority will issue an invoice to the Contractor for the recovery of the Interim Payment.

2.9 Gainshare Payment

- 2.9.1 Where it transpires during the Term, whether through an Annual Review carried out in accordance with Clause 23 or through another route, that the cost of delivering the Services is less than those set out in the Pricing Model, a Gainshare Payment will apply on the basis of the Authority and the Contractor sharing equally the savings generated.

- 2.9.2 Savings which may be eligible for a Gainshare Payment may be generated either by way of the Contractor delivering the Services more efficiently through continuous improvement and / or through the Contractor submitting to the Authority a Change Control Note for a Variation through the Change Control Procedure (Schedule 6).
- 2.9.3 For example, if the Contract identifies an efficiency saving that would reduce the cost of the Output Payment 4 per Participant by 15%, the Authority would receive a 7.5% saving as a Gainshare Payment on the per Participant Output Payment cost, and the Contractor would receive the remaining 7.5% saving as a Gainshare Payment.
- 2.9.4 In addition to the provisions of Paragraph 2.9.1, in the event that measures imposed to restrict the spread of Covid 19 affects the ability of the Contractor to deliver the Services in part, the Parties will agree rephased and replacement activity. Subject to this, the Contractor will identify any savings that arise as a result of the agreed rephased and replacement activity and repay the whole amount of any identified savings to the Authority. The Contractor shall:

- 2.9.4.1 provide a financial forecast of the cost of the part of the Services that will be affected. This forecast shall identify any related costs and activities that are subject to change due to the impact of Covid 19;
- 2.9.4.2 provide Open Book Data relating to the actual cost incurred in the delivery of the affected Services and identify and quantify any Covid 19 related savings; and
- 2.9.4.3 repay any savings immediately after the period in which the savings have been realised. For example, any savings that were realised in October 2021 shall be credited to the invoice submitted to the Authority in November 2021.
- 2.9.5 For the avoidance of doubt in accordance with the Change Control Procedure (Schedule 6) the Authority may at its absolute discretion reject any request for a Variation proposed by the Contractor.
- 2.9.6 The Authority will discuss with the Contractor when and how the relevant Gainshare Payment is made.

3 PRICING OF VARIATIONS

- 3.1 The provisions of this Paragraph 3 shall apply to the pricing of any Variation (or proposed Variation) and the calculation of any change to the Charges consequent upon a Variation (or proposed Variation).
- 3.2 The Parties acknowledge that a Variation or proposed Variation may have an impact on the Charges in one or more of the following ways –
- 3.2.1 One-off cost, in which case Paragraph 3.5 shall apply;
- 3.2.2 Subject to the Contractor's obligation to mitigate increases in the Charges, a Process Variation may result in an amendment to the Output Prices on which the Charges are based, in which case Paragraph 3.6 shall apply;
- 3.2.3 The cost of any up-front investment by the Contractor in order to achieve a Variation as set out in Paragraph 3.2.2, in which case Paragraph 3.7 shall apply.

- 3.3 In any of the cases referred to in Paragraphs 3.2.1 to 3.2.3 above, and without prejudice to Paragraph 4, the Contractor shall use the finance template provided by the Authority to demonstrate and justify any claim for additional or reduced Charges and/or proposed revisions to the Output Payment on which the Charges are based arising as a result of any proposed Variation.
- 3.4 Where a Variation is requested by either Party under the Change Control Procedure then, subject to the terms of the Change Control Procedure, the Contractor shall at its own cost prepare, populate and submit for the Authority's approval a specific version of the Finance Template (a "**Contractor Finance Template Submission**") demonstrating the impact of the proposed Variation which shall:
- 3.4.1 Be based on and reflect the principles of the Pricing Model having regard to any assumptions stated in the Pricing Mode which affect the Charges;
- 3.4.2 Include estimated volumes of each type of resource to be employed and the applicable average annual salary for resource employed specified in the Pricing Model;
- 3.4.3 Include full disclosure of any assumptions underlying such a quotation. The Authority reserves the right to request further clarity around these assumptions and the underlying calculations until it is satisfied as to their validity; and
- 3.4.4 Include evidence of the cost of any assets required for the Variation.
- 3.5 Where Paragraph 3.2.1 applies:
- 3.5.1 The Contractor shall be paid in full upon completion, or by an agreed schedule of milestone payments (both payment options subject to meeting specified acceptance criteria agreed at the outset).
- 3.5.2 The Authority shall issue a separate purchase order and the Contractor shall raise a separate invoice or credit note in respect of the one-off cost.
- 3.6 Where Paragraph 3.2.2 applies:
- 3.6.1 Any necessary changes to the Output Prices for any or all of the Output Numbers shall be effected by means of changes to the relevant Output Prices set out in Table 2.
- 3.6.2 Any necessary changes to the Output Prices will be in accordance with the original requirements for the completion of the Pricing Schedule as set out in the Invitation to Tender, for example the maximum cap on Service Fee will still apply.
- 3.6.3 The Output Prices shall not be adjusted more than once a quarter. The date any Output Price adjustment ("Price Adjustment Effective Date") takes effect shall be at the start of the quarter (1 January, 1 April, 1 July, and 1 October) immediately following implementation of the Variation in question. For example, where a Process Variation is implemented during the month of September in a Contract Year: the relevant Output Prices shall be adjusted with effect from 1 October in that Contract Year. If there are several adjustments in one quarter, these will be aggregated to make one adjustment at the start of the next quarter.
- 3.6.4 The Authority shall provide the Contractor with a revised Table 2 of this Schedule by the date any such Variation takes effect (1 January, 1 April, 1 July, 1 October).
- 3.6.5 A Process Variation shall be implemented timeously and such implementation shall not await the Price Adjustment Effective Date.

- 3.6.6 If a Process Variation is implemented and there is a demonstrable financial loss to a Party due to the relevant Output Payment(s) not being adjusted until the Price Adjustment Effective Date (first day of next quarter), then the Party impacted in this way can seek recovery of the amount due in the following manner:
- 2.9.4.4 If it is the Contractor, by submitting a separate invoice and supporting documentation; or
- 2.9.4.5 If it is the Authority, by issuing a credit note request and supporting documentation.
- 3.6.7 Any request to seek recovery of such an amount must be submitted within 3 Months of the Price Adjustment Effective Date.
- 3.7 Where Paragraph 3.2.3 applies, the Process Variation element shall be dealt with in accordance with Paragraph 3.6 above and any up-front investment required to implement such a Process Variation shall itself be dealt with through an adjustment to the relevant Output Price(s) under Paragraph 3.6 above or treated as a one-off cost in accordance with Paragraph 3.5 above.
- 3.8 Following implementation of a Variation, the Authority shall make any necessary consequential changes and/or updates to Table 2 of this Schedule 3.
- 4 INDEXATION**
- 4.1 Indexation shall not apply to the Charges at any point during the Term.
- 5 RISK PREMIUM**
- 5.1 The Contractor set out on the Profit and Risk Premium tab (tab 9) of the Pricing Model a risk relating to insourcing which may result in redundancy costs for the Contractor in transitioning to its delivery model for this Contract.
- 5.2 The Risk Premium attributed to the risk set out in Paragraph 5.1 as £499,615 as set out in cell P12 of tab 9 of the Pricing Model and this sum has been included in the Charges.
- 5.3 Within twelve months of the Effective Date, the Contractor shall inform the Authority whether the risk as set out in Paragraph 5.1 has materialised or not and if it has materialised the Contractor shall state the financial impact that this has had. The Contractor must support its assertion by information and evidence to the Authority's satisfaction.
- 5.4 If the said risk has materialised and the Authority is satisfied with the supporting information and evidence adduced by the Contractor in support of the financial impact, the impact of the Risk Premium on the Pricing Model shall be treated as follows:
- 5.4.1 Where the financial impact of the risk materialising equals £Redacted, there shall be no adjustment to the Charges or the Pricing Model;
- 5.4.2 Where the financial impact of the risk materialising is less than £Redacted the Charges as set out in the Pricing Model will be reduced by the difference between £Redacted and the agreed sum that equals the financial impact of the risk materialising;
- 5.4.3 Where the financial impact of the risk materialising exceeds the sum of £Redacted, the risk premium shall remain capped at that figure and there shall be no Change to the Charges or the Pricing Model.

5.5 Where Changes to the Pricing Model are required, the Authority shall implement these within 10 Working Days of it establishing to its satisfaction the actual position relating to the risk set out in Paragraph 5.1.

6 RISK REGISTER

The Parties shall review the Risk Register set out in Annex 3 from time to time and as otherwise required for the purposes of Schedule 14 (*Contract Management*).

Annex 1 Pricing Model

Redacted

Annex 2

Allowable Assumptions

NOT USED

Annex 3

Risk Register

Redacted

SCHEDULE 4 PERFORMANCE LEVELS

2 OBJECTIVES

- 2.1 The objectives of the Performance Indicators are to:
- 2.1.1 ensure that the Services delivered by the Contractor are of a consistently high quality and meet the requirements of the Authority;
 - 2.1.2 provide a mechanism whereby the Authority can, without prejudice to its other rights and remedies, attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the level of Service in relation to particular Performance Indicators which it has contracted to deliver; and
 - 2.1.3 incentivise the Contractor to meet the Performance Indicators and to remedy any failure to meet the Performance Indicators expeditiously.

3 PERFORMANCE INDICATORS

- 3.1 This Schedule 4 sets out the Performance Indicators against which the Contractor shall measure its performance.
- 3.2 The Contractor shall provide the Services in such a manner so as to meet or exceed the Performance Indicators from the Service Commencement Date.
- 3.3 The Contractor shall monitor its performance against each of the Performance Indicators and send the Authority MI Reports detailing the Performance Indicators which were achieved in accordance with the provisions of Schedule 16 (Records Provision and Management Information).
- 3.4 The Contractor shall achieve or better the standards specified for each identified Performance Indicator as set out in Table 1, Table 2 and Table 3 below within the agreed Service Period.
- 3.5 Where a Performance Indicator is stated with reference to percentages, it shall be calculated, and rounded up or down to the nearest 0.1%.
- 3.6 If the Contractor fails to achieve four or more Key Performance Indicators in any three (3) consecutive Service Periods, this will constitute a Default and the Authority may terminate the Contract and/or seek damages in addition to any Service Credits which have already been accrued by the Contractor and are payable by the Contractor to the Authority.

4 SERVICE CREDITS

- 4.1 Service Credits are a reduction of the Charges payable in respect of the Service (or relevant part of the Service) to reflect the reduced value of the Service actually received and are stated exclusive of VAT.
- 4.2 If during a Service Period the Contractor achieves a Key Performance Indicator, no Service Credit will accrue to the Contractor in respect of that Key Performance Indicator
- 4.3 In the event of a failure by the Contractor to achieve any Key Performance Indicator, the Service Credits shall be applied to the Charges payable to the Contractor as prescribed in this Schedule 4.

- 4.4 The Contractor shall monitor the performance of its obligations under this Contract, at no additional cost to the Authority, and shall provide the Authority with Management Information in order for the Authority to determine the Service Credits applicable.
 - 4.5 Following agreement of the Service Credit, the Contractor will process the credit against the next invoice (in accordance with the offset provisions detailed in Clause 8.8 until such time as the full amount of the Service Credit is paid.
 - 4.6 In the event of a dispute arising between the Authority and the Contractor over any matter relating to Service Credits under this Schedule, such dispute shall be dealt with in accordance with the Dispute Resolution Procedure set out in Clause 39.
 - 4.7 In the event that new Performance Indicators are introduced, the Authority and the Contractor shall agree the Service Credits which will apply for failures to meet such Performance Indicators. In the event of a dispute arising in matters relating to the introduction of new Service Credits such dispute shall be dealt with in accordance with the Dispute Resolution Procedure set out in Clause 39 of the Contract.
 - 4.8 The Parties acknowledge and agree that the Performance Indicators and Service Credits set out in this Schedule 4 represent a fair and reasonable method to adjust the Charges to account for the Contractor's underperformance against the Performance Indicators.
 - 4.9 The maximum value of Service Credits to be paid by the Contractor in the Initial Contract Period shall not exceed the value of the total Profit Margin or Operating Surplus for this Contract (the "Service Credit Cap"). If the Contract is extended in accordance with Clause 1.1, the Service Credit Cap will be reset.
- ### 5 SERVICE THRESHOLDS
- 5.1 The Authority reserves the right to exercise its remedies under Clause 24.1.2 and Clause 25.18 in the event that the Service Threshold is not reached or exceeded by the Contractor in relation to any individual Performance Indicator.
- ### 6 ANNUAL REVIEW
- 6.1 The Performance Indicators may be revised each Contract Year in accordance with the Annual Review process as set out in Clause 23.
 - 6.2 The Contractor shall submit to the Authority by the tenth (10th) Business Day of November in each Contract Year an Annual Review Report that includes the content as set out in Schedule 16 (Records Provision and Management Information).

Table 1 – Key Performance Indicators

KPI Reference	KPI Description and Standard	Service Threshold
KPI1/22	2022 Cohort Participant Starts 1750 Participants will Start Year 1 of the Programme	1000
KPI1/23	2023 Cohort Participant Starts 1750 Participants will Start Year 1 of the Programme	1200
KPI2/22	2022 Cohort Participant Year 1 Retention 90% of Participants who start Year 1 of the Programme will complete Year 1 of the Programme	70%
KPI2/23	2023 Cohort Participant Year 1 Retention 90% of Participants who start Year 1 of the Programme will complete Year 1 of the Programme	75%
KPI3/22	2022 Cohort Participant Achievement of QTS 90% of Participants who start Year 1 of the Programme will achieve QTS by the end of the Programme	70%
KPI3/23	2023 Cohort Participant Achievement of QTS 90% of Participants who start Year 1 of the Programme will achieve QTS by the end of the Programme	75%
KPI4/22	2022 Cohort Participant Year 2 Retention 86% of Participants who start Year 1 of the Programme will complete Year 2 of the Programme	70%
KPI4/23	2023 Cohort Participant Year 2 Retention 86% of Participants who start Year 1 of the Programme will complete Year 2 of the Programme	75%

N.B The treatment of a Participant that defers for a period of time will be considered on a case by case basis depending on the timing and duration of the deferral. If a Participant defers from one cohort to another cohort, the Participant will be viewed as being part of the cohort the Participant has joined from the date on which the Participant joined the cohort for the purposes of Performance Indicators and payments.

Table 2 – Service Credits

KPI Reference	Monitoring Method	Service Credit Reference	Service Credit Description	Applicable Charges	Payment Date
KPI1-22	Measure is taken at the start of Year 1 of the 2022 Cohort Programme on 30 September 2022 Success will be measured against the validated total number of Starts on Year 1 of the Programme taken from the Authority's Database of Trainee Teachers and Providers	SC1-22	If Performance is 100% of the 1750 target, then no Service Credit will be levied If Performance is between 95.0% and 99.9% of the 1750 target (i.e.1682-1749), then 3% of the Applicable Charges will be levied as a Service Credit If Performance is below 95.0% of the 1750 target (i.e. 1681 and below), then 5% of the Applicable Charges will be levied as a Service Credit	1: The Service Fee charged up to 30 Sept 2022; and 2: The total Output Price charged for 2022 Cohort Output 1; and 3: Profit Margin or Operating Surplus charged up to 30 Sept 2022	Once – 31 October 2022
KPI1-23	Measure is taken at the start of Year 1 of the 2023 Cohort Programme on 30 September 2023 Success will be measured against the validated total number of Starts on Year 1 of the Programme taken from the Authority's Database of Trainee Teachers and Providers	SC1-23	If Performance is 100% of the 1750 target, then no Service Credit will be levied If Performance is between 95.0% and 99.9% of the 1750 target (i.e. 1682-1749), then 3% of the Applicable Charges will be levied as a Service Credit If Performance is below 95.0% of the 1750 target (i.e. 1681 and below), then 5% of the Applicable Charges will be levied as a Service Credit	1: The Service Fee charged between 1 Oct 2022 and 30 Sept 2023; and 2: The total Output Price charged for 2023 Cohort Output 1; and 3: Profit Margin or Operating Surplus charged between 1 Oct 2022 and 30 Sept 2023.	Once – 31 October 2023

KPI Reference	Monitoring Method	Service Credit Reference	Service Credit Description	Applicable Charges	Payment Date
KPI2-22	Measure is taken at the end of Year 1 of the 2022 Cohort Programme on 31 August 2023. Success will be measured against the validated total number of Participants who complete Year 1 of the Programme taken from the Authority's Database of Trainee Teachers and Providers	SC2-22	If 90% or more of Participants who start Year 1 of the Programme complete Year 1 of the Programme, then no Service Credit will be levied If between 81.1% and 89.9% of Participants who start Year 1 of the Programme complete Year 1 of the Programme, then 3% of the Applicable Charges will be levied as a Service Credit If 81% or less of Participants who start Year 1 of the Programme complete Year 1 of the Programme, then 5% of the Applicable Charges will be levied as a Service Credit	1. The Service Fee charged between 1 October 2023 and 31 August 2024; 2. The total Output Price charged for 2022 Cohort Output 2; and 3. The Profit Margin or Operating Surplus charged between 1 October 2023 and 31 August 2023.	Once – 31 October 2023
KPI2-23	Measure is taken at the end of Year 1 of the 2023 Cohort Programme on 31 August 2024. Success will be measured against the validated total number of Participants who complete Year 1 of the Programme taken from the Authority's Database of Trainee Teachers and Providers	SC2-23	If 90% or more of Participants who start Year 1 of the Programme complete Year 1 of the Programme, then no Service Credit will be levied If between 81.1% and 89.9% of Participants who start Year 1 of the Programme complete Year 1 of the Programme, then 3% of the Applicable Charges will be levied as a Service Credit If 81% or less of Participants who start Year 1 of the Programme complete Year 1 of the Programme, then 5% of the Applicable Charges will be levied as a Service Credit	1. The Service Fee charged between 1 Oct. 2023 and 31 August 2024; and 2. The total Output Price charged for 2023 Cohort Output 2; and 3. The Profit Margin or Operating Surplus charged between 1 October 2023 and 31 August 2024.	Once – 31 October 2024

KPI Reference	Monitoring Method	Service Credit Reference	Service Credit Description	Applicable Charges	Payment Date
KPI3-22	Measure is taken at the end of Year 2 of the 2022 Cohort Programme on 31 August 2024. Success will be measured against the validated total number of Participants who achieve QTS at the end of the Programme taken from the Authority's Database of Qualified Teachers	SC3-22	If 90% or more of Participants who start Year 1 of the Programme achieve QTS by the end of the Programme, then no Service Credit will be levied If between 81.1% and 89.9% of Participants who start Year 1 of the Programme achieve QTS by the end of the Programme, then 3% of the Applicable Charges will be levied as a Service Credit If 81% or less of Participants who start Year 1 of the Programme achieve QTS by the end of the Programme, then 5% of the Applicable Charges will be levied as a Service Credit	1. The Service Fee charged between 1 September 2023 and 30 Sept 2024; and 2. The total Output Price charged for 2022 Cohort Output 3; and 3. The Profit Margin or Operating Surplus charged between 1 September 2023 and 30 September 2024.	Once – 31 October 2024
KPI3-23	Measure is taken at the end of Year 2 of the 2023 Cohort Programme on 31 August 2025. Success will be measured against the validated total number of Participants who achieve QTS at the end of the Programme taken from the Authority's Database of Qualified Teachers	SC3-23	If 90% or more of Participants who start Year 1 of the Programme achieve QTS by the end of the Programme, then no Service Credit will be levied If between 81.1% and 89.9% of Participants who start Year 1 of the Programme achieve QTS by the end of the Programme, then 3% of the Applicable Charges will be levied as a Service Credit If 81% or less of Participants who start Year 1 of the Programme achieve QTS by the end of the Programme, then 5% of the Applicable Charges will be levied as a Service Credit	1. The Service Fee charged between 1 September 2024 and 30 Sept 2025; and 2. The total Output Price charged for 2023 Cohort Output 3; and 3. The Profit Margin or Operating Surplus charged between 1 September 2024 and 30 September 2025.	Once – 31 October 2025

KPI Reference	Monitoring Method	Service Credit Reference	Service Credit Description	Applicable Charges	Payment Date
KPI4.22	Measure is taken at the end of Year 2 of the 2022 Cohort Programme on 31 August 2024. Success will be measured against the validated total number Participants who complete Year 2 of the Programme taken from the Authority's Database of Trainee Teachers and Providers	Not Applicable	Not Applicable	Not Applicable	Not Applicable
KPI4.23	Measure is taken at the end of Year 2 of the 2023 Cohort Programme on 31 August 2025. Success will be measured against the validated total number Participants who complete Year 2 of the Programme taken from the Authority's Database of Trainee Teachers and Providers	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Table 3 – Subsidiary Performance Indicators

SPI No.	SPI Title	SPI Description and Standard	Monitoring Period	Monitoring Method
SPI1/22	Priority Subjects	At least 600 (or 34 % whichever is higher) Participants will start Year 1 of the 2022 Cohort Programme in Priority Subjects as defined in Schedule 2 – Specification	Measured in September 2022	MI to be submitted in the November 2022 Annual Review Report. The data will be validated on the Authority's Database of Trainee Teacher and Providers
SPI2/22	Participant University	At least 60% of Participants that start Year 1 of the 2022 Cohort Programme will hold a degree from a Russell Group University	Measured in September 2022	MI to be submitted in the November 2022 Annual Review Report.
SPI3/22	Participant Degree Class	At least 80% of Participants that start Year 1 of the 2022 Cohort Programme will have a 2:1 or higher degree classification	Measured in September 2022	MI to be submitted in the November 2022 Annual Review Report.
SPI4.1/22	Placement of Participants in Eligible Schools	No less than 90% of Participants in London that start Year 1 of the 2022 Cohort Programme will be placed in and will remain working in Eligible Schools for the full duration of the Programme	Measured in September 2022 and annually until August 2024.	MI to be submitted in the November 2022 Annual Review Report and annually thereafter.
SPI4.2/22	Placement of Participants in Eligible Schools	Ensure that outside London, no less than 70% of Participants that start Year 1 of the 2022 Cohort Programme will be placed in and will remain working in Eligible Schools for the full duration of the Programme	Measured in September 2022 and annually until August 2024.	MI to be submitted in the November 2022 Annual Review Report and annually thereafter.
SPI5/22	Geographical Placement of Participants	At least 5% of Participants who start Year 1 of the Programme will be placed in each English Region (as defined in Schedule 2 – Specification) and a maximum of 40% of Participants who start Year 1 the 2022 Cohort Programme will be placed in London (as defined in Schedule 2 – Specification)	Measured in September 2022	MI to be submitted in the November 2022 Annual Review Report.

SPI No.	SPI Title	SPI Description and Standard	Monitoring Period	Monitoring Method
SP16/22	Participant Exit Reviews	At least 90% of Participants that start the 2022 Cohort Programme will receive an Exit Review on leaving the Programme	Measured Quarterly each year in October, January, April and July until October 2024.	MI to be submitted in each Quarterly Performance Report
SP17/22	Participant Satisfaction	At least 80% of 2022 Cohort Participants rate their experience as good or better measured by the Satisfaction Survey and at their Exit Review.	Satisfaction Survey measured at the end of Year 1 (July 2023). Exit reviews measured quarterly each year at the end of October, January, April, and July until October 2024.	MI to be submitted in each Quarterly Performance Report
SP18/22	School Satisfaction	At least 80% of schools rate their experience of the 2022 Cohort Programme as good or better	Measured Annually in September until September 2024	MI to be submitted in the November 2022 and November 2023 Annual Review Reports
SP19/22	Placement Participants in Opportunity Areas	At least 215 2022 Cohort Participants that start the Programme will be placed in Opportunity Areas (as defined in Schedule 2 - Specification)	Measured in September 2022	MI to be submitted in the November 2022 Annual Review Report
SP11/23	Priority Subjects	At least 600 (or 34 % whichever is higher) Participants will start Year 1 of the 2023 Cohort Programme in Priority Subjects as defined in Schedule 2 - Specification	Measured in September 2023	MI to be submitted in the November 2023 Annual Review Report. The data will be validated on the Authority's Database of Trainee Teacher and Providers
SP12/23	Participant University	At least 60% of Participants that start Year 1 of the 2023 Cohort Programme will hold a degree from a Russell Group University	Measured in September 2023	MI to be submitted in the November 2023 Annual Review Report
SP13/23	Participant Degree Class	At least 90% of Participants that start Year 1 of the 2023 Cohort Programme will have a 2:1 or higher degree classification	Measured in September 2023	MI to be submitted in the November 2023 Annual Review Report

SPI No.	SPI Title	SPI Description and Standard	Monitoring Period	Monitoring Method
SP14/23	Placement Participants in Eligible Schools	No less than 90% of Participants in London Cohort Programme will be placed in and will remain working in Eligible Schools for the full duration of the Programme	Measured in September 2023 and annually until August 2025.	MI to be submitted in the November 2023 Annual Review Report and annually thereafter.
SP14/23	Placement Participants in Eligible Schools	Ensure that outside London, no less than 70% of Participants that start Year 1 of the 2023 Cohort Programme will be placed in and will remain working in Eligible Schools for the full duration of the Programme	Measured in September 2023 and annually until August 2024.	MI to be submitted in the November 2022 Annual Review Report and annually thereafter.
SP15/23	Geographical Placement of Participants	At least 5% of Participants who start Year 1 of the Programme will be placed in the Region (as defined in Schedule 2 - Specification) and a maximum of 40% of Participants who start Year 1 the 2023 Cohort Programme will be placed in London (as defined in Schedule 2 - Specification)	Measured in September 2023	MI to be submitted in the November 2023 Annual Report
SP16/23	Participant Exit Reviews	At least 90% of Participants that start the 2023 Cohort Programme will receive an Exit Review on leaving the Programme	Measured Quarterly each year in October, January, April and July until October 2025.	MI to be submitted in each Quarterly Performance Report
SP17/23	Participant Satisfaction	At least 80% of 2023 Cohort Participants rate their experience of being on the Programme as good or better measured by the Satisfaction Survey and at their Exit Review.	Satisfaction Survey measured at the end of Year 1 (July 2024). Exit reviews measured quarterly each year at the end of October, January, April, and July until October 2025	MI to be submitted in the November 2024 and November 2025 Annual Review Reports
SP18/23	School Satisfaction	At least 80% of schools rate their experience of the 2023 Cohort Programme as good or better	Measured Annually in September until September 2025	MI to be submitted in the November 2024 and November 2025 Annual Review Reports

SPI No.	SPI Title	SPI Description and Standard	Monitoring Period	Monitoring Method
SPI9/23	Placement Participants in Opportunity Areas	At least 215 2023 Cohort Participants that start the Programme will be placed in Opportunity Areas (as defined in Schedule 2 - Specification)	Measured in September 2023	MI to be submitted in the November 2023 Annual Review Report.

SCHEDULE 5 IMPLEMENTATION PLAN

1. The Contractor shall provide the Services in accordance with the Implementation Plan set out at Annex 1 to this Schedule 5 (Implementation Plan)
2. The Implementation Plan shall be sufficiently detailed (and in accordance with paragraph 16.1 of the Specification as is necessary to manage the Services and any proposed changes are subject to the Change Control Procedure.
3. The Contractor shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that from the Service Commencement Date the Contractor is able to provide the Services:
 - 3.1. in accordance with the provisions of the Contract; and
 - 3.2. in a manner that maintains the continuity of Services to the Authority.
4. The Contractor shall monitor its performance against the Implementation Plan and report to the Authority monthly (or more frequently if so required by the Authority) on its performance.

Annex 1 Implementation Plan

Redacted

SCHEDULE 6 CHANGE CONTROL PROCEDURE

1. The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.
2. The Contractor shall use reasonable endeavours to incorporate minor changes requested by the Authority within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.
3. Either Party may request a Variation provided that such Variation does not amount to a material change.
4. The Contractor must request a Variation where it anticipates not delivering or is not delivering the Services or a part of the Services on an ongoing basis for a period that exceeds 5 (five) Business Days.
5. The Authority may request a Variation by completing the Change Control Note and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the Authority. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
6. If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the Authority may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with Clause 39.
7. If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on the Authority.
8. The Authority shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.
9. In relation to the pricing of Variations, the provisions of Paragraph 3 of Schedule 3 (Financials) shall apply.
10. The Authority shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.
11. The Authority may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

Contract Number		Authority Contract / Programme Manager
Contractor		Original Contract Value (£)
Contract Start Date		Contract Expiry Date

Variation Requested	
Originator of Variation (tick as appropriate)	Authority ☐ Contractor ☐
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, Term)	
Date of Variation commencement	
Date of Variation expiry (if applicable)	
Total Value of Variation £ (if applicable)	
Payment Profile (if applicable) e.g. milestone payments	
Revised daily rate (if applicable)	

SCHEDULE 7
KEY CONTRACTOR STAFF AND KEY SUB CONTRACTORS

Key Contractor Staff

The individuals listed in the table below are Key Contractor Staff:

Name	Role	Period of Involvement
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Impact on original contract (if applicable)	
Supporting Information (please attach all supporting documentation for this Change Control)	
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.
Variation Agreed	
For the Contractor:	For the Authority:
Signature.....	Signature.....
Full Name.....	Full Name.....
Title.....	Title.....
Date.....	Date.....

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

To be entered by the Commercial department:	
Commercial Contact	Reference Number
Date received	EC Reference

Key Sub-Contractors

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

Key Sub-Contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Geographical Cover	Sub-contract expressed as a percentage of total projected Charges over Term	Price as a percentage of total projected Charges over Term	Role in delivery of the Services
Redacted	Redacted	Multiple regions across England	Circa 6% of the total contract value	Circa 6% of the total contract value	- Validate and Award PGDE - Academic writing support - Train Teach First staff
Redacted	Redacted	Multiple regions across England	Circa 6% of the total contract value	Circa 6% of the total contract value	- Validate and Award PGDE - Academic writing support - Train Teach First staff

SCHEDULE 8 DATA, SYSTEMS HANDLING AND SECURITY

1. Definitions

"Control"

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" are interpreted accordingly;

"Data Loss Event"

any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

"DPA"

Data Protection Act 2018;

"Data Protection Impact Assessment"

an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

"Data Protection Legislation"

(i) the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

"Data Subject Request"

a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Controller", "Processor", "Data Subject", "Personal Data Breach", "Data Protection Officer", "Processing"

shall have the meanings given in the UK GDPR;

"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 Processor is bound to comply;

"LED"

Law Enforcement Directive (Directive (EU) 2016/680);

“Processor Contractor Staff”

employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;

“Protective Measures”

appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those set out in the Contract;

“Sub-processor”

any third Party appointed to process Personal Data on behalf of the Processor related to this Contract;

“UK GDPR”

the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).

1.1.

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor unless otherwise specified in this clause and Schedule 8 Annex 2. *Schedule 8 Annex 2* describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Contractor may process to fulfil the purposes specifically set out in that Schedule 8 Annex 2. The only such processing that the Processor is authorised to do is listed in Schedule 8 Annex 2 by the Controller and may not be determined by the Processor. The Parties recognise that:

- (a) (except for paragraph (b) below) any reference in this Schedule to the Processor processing Personal Data in connection with, or in breach of, this Contract shall be deemed to mean processing the relevant Personal Data as set out in that Schedule 8 Annex 2; and
- (b) the Processor may wish to use the same Personal Data as set out in Schedule 8 Annex 2 for purposes not set out in that Annex or may wish to process other Personal Data of the same Data Subjects, in each case in connection with this Agreement. In this case, the Processor shall be the Controller of that Personal Data.

Where paragraph 1.1 (b) applies, the Contractor shall seek relevant permission from the Data Subjects to process the Personal Data and ensure it is processed in accordance with the UK GDPR, DPA and the Contractor's privacy policy.

1.2.

The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3.

The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;

- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4.

The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 8 Annex 2, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Contractor Staff do not process Personal Data except in accordance with this Contract (and in particular this Schedule 8);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Contractor Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 1.5. Subject to Clause 1.6, the Processor shall no ify the Controller immediately if it:
- receives a Data Subject Request (or purported Data Subject Request);
 - receives a request to rectify, block or erase any Personal Data;
 - receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - receives any communication from the Information Commissioner or any other regulatory Authority in connection with Personal Data processed under this Contract;
 - receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - becomes aware of a Data Loss Event.
- 1.6. The Processor's obligation to notify under Clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- the Controller with full details and copies of the complaint, communication or request;
 - such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - assistance as requested by the Controller following any Data Loss Event; and
 - assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 Staff, unless:
- the Controller determines that the processing is not occasional;
 - the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
 - the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 1.9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10. Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- notify the Controller in writing of the intended Sub-processor and processing;
 - obtain the written consent of the Controller;
 - enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1 such that they apply to the Sub-processor; and
 - provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12. The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13. The Controller may, at any time on not less than 30 Business Days' notice, revise this Clause by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Business Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

SCHEDULE 8 – ANNEX 1

AUTHORITY SECURITY STANDARDS

1. DEFINITIONS

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

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

"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
"HMG"	means Her Majesty's Government
"ICT"	means Information and Communications Technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)" "IT Health Check (IHC)" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL" "OFFICIAL-SENSITIVE"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.
"Secure Sanitisation"	Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure

	sanitisation was previously covered by "Information Assurance Standard No. 5 - Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can now be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media
	The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpn.gov.uk/secure-destruction
"Security and Information Risk Advisor" "CCP SIRA" "SIRA"	the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme
"SPF" "HMG Security Policy Framework"	This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework
"Tailored Assurance" [formerly called "CTAS", or, "CESG Tailored Assurance"]	is an 'information assurance scheme' which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks. https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology

- 1.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following paragraphs.
- 1.2. If the Contractor is providing a Technology Solution and / or as the Contractor will be handling information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that "contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme". The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 1.3. The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the

event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

- 1.5. Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or Sub-Contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any Sub-Contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.
- 1.6. The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas.
- 1.7. The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised Staff have access to Departmental Data.
- 1.8. The Contractor shall have in place and shall maintain procedural, Staff, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and 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.
- 1.9. Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 1.10. Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Paragraph 1.11 and 1.12 below.
- 1.11. Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.12. All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or Sub-Contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.13. Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 1.14. When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept

under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

- 1.15. At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or Sub-Contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 1.16. Access by Contractor or Sub-Contractor Staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Contractor Staff Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or Sub-Contractor Staff must complete this process before access to Departmental Data is permitted.
- 1.17. All Contractor or Sub-Contractor Staff who handle Departmental Data must have annual awareness training in protecting information.
- 1.18. The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19. Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 1.20. The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 1.21. The Contractor or Sub-Contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or Sub-Contractor will not go ahead with any such proposal without the prior written agreement from the Department.

- 1.22. The Department reserves the right to audit the Contractor or Sub-Contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any Sub-Contractors, compliance with the clauses contained in this Section.
- 1.23. The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, Sub-Contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 1.24. Contractor and Sub-Contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and Sub-Contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the Authority Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and Sub-Contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA)

SCHEDULE 8- ANNEX 2

Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

- 1 The contact details of the Controller's Data Protection Officer are: Emma Wharram, DataProtection.OFFICE@education.gov.uk, 0207 340 7000
- 2 The contact details of the Processor's Data Protection Officer are: Rasheda Nicholson, dataprotection@teachfirst.org.uk, 020 3862 8118
- 3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Schedule 8 Paragraph 1.1.
Subject matter of the processing	The processing is needed for the delivery of the Contract as follows: (a) in order to ensure that the Contractor can effectively deliver the Contract to provide the Programme and in order that the Authority can effectively manage the delivery of the Contract by the Contractor, in each case specifically only for the purposes of delivering management information reports, invoicing and for the Authority to resolve and be made aware of queries relating to specific Participant circumstances; (b) for the purposes of the Authority's teacher recruitment and retention statistics. The data provided will give an insight and quantitative description of Candidate and Participant diversity and Participant teaching outcomes in terms of entry into teaching, retentions, career progression and contribution to shortage subjects and schools in areas of disadvantage; (c) if the data subject consents, to register data subjects with the Controller's "Get Into Teaching" service. The references to (a), (b) and (c) below reflect this same distinction in order to identify the personal data.
Duration of the processing	As a minimum, the Processing will take place throughout the Term of the Contract but data must be retained for longer in accordance with the retention period noted below.

Description	Details
Nature and purposes of the processing	<u>Legal Basis for Processing:</u> (a)/(b): Non special category data: Personal Data is shared and processed on the legal basis that the processing is necessary for the performance of a task in the public interest pursuant to Section 14 of the Education Act 2002. Special category data: [Personal data is processed on the legal basis that it is necessary for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes] (c): (i) Personal Data is shared and processed on the legal basis that the processing is necessary for the performance of a task in the public interest pursuant to Section 14 of the Education Act 2002. (iii) Personal Data shared for the purposes of the Get Into Teaching Service is shared on the basis that the Data Subject has given consent to the sharing. <u>Data Minimisation:</u> For (a) and (b): all Candidate and Participant data will be processed. When shared with the Authority, the Processor shall anonymise data unless explicitly instructed otherwise by the Authority. For (c): only that data required for the "Get Into Teaching" service to make contact with Data Subjects for the purposes of the Get into Teaching Service will be shared. <u>Frequency of Sharing</u> For (a) and (b): Data will be shared with the Controller in accordance with the provisions set out in Schedule 16 (Records Provision and Management Information). For (c): Data will be shared with the Get Into Teaching Service at least once per calendar month during the recruitment phase for each cohort and prior to start of Summer Institute, subject to Data Subject consent. <u>Method and Format of Transferring the Data</u> (a)/(b): Process in accordance with the schedules in the Contract relating to reporting and performance. (c): Process as per existing practice between the Parties (upload to Authority's secure SharePoint site). The Controller's and the Get Into Teaching Service's standard data protection protocols will be followed. This Annex 2 will be reviewed on a yearly basis.

Description	Details
Type of Personal Data	(a) and (b) Non special category data: (collected at recruitment stage) ITT subject; Programme start year; Title; First name; Middle name; Last name; Address; Postcode; Nationality; Email address; Telephone number; Date of birth; Gender; Degree stage; Degree subject; Degree class; University; Undergrad degree date obtained; Educational qualifications; Status of application; National insurance number; Previous consideration of teaching as a career; Candidate type (student, career finder or career changer); Previous consideration of teaching in a school with challenging circumstances, and Placement region. (collected at later stage during Programme) ITT provider; Employing school; Employing school URN; QTS achievement; and Participant deferral or withdrawal. Special category data: Ethnicity and; Disability (as reported on the application form on an optional basis). (c) Non special category data: First name; Last name; Date of birth; Address; Post code; Telephone number;

Description	Details
	Email address; Degree stage; Degree subject; Degree class; and Stage in recruitment process in which Data Subject is unsuccessful or has withdrawn. Special category data: none.
Categories of Data Subject	• Candidates and Participants. • Candidates and Participants. • Candidates who are unsuccessful or withdraw during recruitment phase.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data may be retained (in a restricted folder) by the Controller and the Processor as long as is required for the purpose(s) of this Contract; this period shall not exceed 7 years. All data will be deleted or destroyed after this period unless the Controller wished to keep the data for longer period for research and statistical purposes only. Confirmation of destruction will be provided by the Processor to the Controller, within 15 Business Days of a request being made.

SCHEDULE 9 COMMERCIALLY SENSITIVE INFORMATION

Commercially Sensitive Information	For Period Ending on Date Below
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q1.1 Overarching Delivery Method: - 1.1.3 Participant Journey table - 1.1.3 Delivery Partners: The names of the Academic Awarding Institutions only - Annex A "List of proposed supply chain partners" - Annex B x 2 "Agreement in principle with university subcontractors"	Until the Expiry Date or Termination Date, whichever is the earlier, save that: - The names of the Subcontractors (Academic Awarding Institutions) as set out in 1.1.3 Delivery Partners, Annex A and Annex B shall be redacted until 30 September 2021, or if later the date on which the Subcontract is entered into but in any event no later than 30 September 2022. - The table providing an overview of the participant journey set out in 1.1.3 Participant Journey shall be redacted until 30 September 2021. If the Contractor considers that there are grounds for this date to be extended it shall advise the Department in writing by 1 September 2021, including reasons and the proposed new date which may be up to and including, but not later than, 31 December 2021. Where the Department agrees a request for extension the revised date will be recorded in writing as a variation to this, Schedule 9.
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q1.2 Attraction: - 1.2.1 Objectives: Reference to pipeline / conversion rate data contained in row 4 of the response table (column 1 and column 3) - 1.2.2 Audience insight and analysis - 1.2.3 Strategy - 1.2.5 Scoring/evaluation - 1.2.6 Spend	Until the Expiry Date or Termination Date, whichever is the earlier.
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q1.3 Participant Recruitment and Selection: - 1.3.3 Recruiting >1750 participants per cohort: The Contractor's recruitment forecast numbers (the data in the first bulleted list) and the Contractor's named strategic partnership organisations (the organisation names in the first bullet of the second bulleted list only).	Until the Expiry Date or Termination Date, whichever is the earlier.

- 1.3.5 Ensuring >60% Participants from Russell Group Universities: The Contractor's examples of performance with named universities (the third sentence of first paragraph only). - 1.3.6 Ensuring >90% Participants have 2:1 or higher: The Contractor's statistical results (the first sentence only). - 1.3.7 Alignment with subject-specific targets: The Contractor's statistical results (the first paragraph only).	Until the Expiry Date or Termination Date, whichever is the earlier, save that: - The table headed Key features of our ITT and the Contractor's delivery roles set out in 1.4.1 shall be redacted until 30 September 2021. If the Contractor considers that there are grounds for this date to be extended it shall advise the Department in writing by 1 September 2021, including reasons and the proposed new date which may be up to and including, but not later than, 31 December 2021. Where the Department agrees a request for extension the revised date will be recorded in writing as a variation to this, Schedule 9. - The names of the Subcontractors (Academic Awarding Institutions) as set out in 1.4.2 shall be redacted until 30 September 2021, or if later the date on which the Subcontract is entered into but in any event no later than 30 September 2022.
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q1.4 Initial Teacher Training: - 1.4.1 Proposal for delivering ITT: The table headed Key features of our ITT and the Contractor's delivery roles (specified within the penultimate response paragraph and bullet points only). - 1.4.2 Organisations delivering ITT elements: The Contractor's named Academic Awarding Institutions only.	Until the Expiry Date or Termination Date, whichever is the earlier, save that: - The names of the Subcontractors (Academic Awarding Institutions) as set out in 1.5.2 shall be redacted until 30 September 2021, or if later the date on which the Subcontract is entered into but in any event no later than 30 September 2022. - The table detailing roles and responsibilities set out in 1.5.2 shall be redacted until 30 September 2021. If the Contractor considers that there are grounds for this date to be extended it shall advise the Department in writing by 1 September 2021, including reasons and the proposed new date which may be up to and including, but not later than, 31 December 2021.
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q1.5 Leadership Development: - 1.5.2 Roles and Responsibilities: The Contractor's named Academic Awarding Institutions (in first paragraph only) and the table detailing roles and responsibilities. - 1.5.3 Meeting DfE's requirements for leadership development References to named individuals only.	Until the Expiry Date or Termination Date, whichever is the earlier, save that: - The names of the Subcontractors (Academic Awarding Institutions) as set out in 1.5.2 shall be redacted until 30 September 2021, or if later the date on which the Subcontract is entered into but in any event no later than 30 September 2022. - The table detailing roles and responsibilities set out in 1.5.2 shall be redacted until 30 September 2021. If the Contractor considers that there are grounds for this date to be extended it shall advise the Department in writing by 1 September 2021, including reasons and the proposed new date which may be up to and including, but not later than, 31 December 2021.

December 2021. Where the Department agrees a request for extension the revised date will be recorded in writing as a variation to this, Schedule 9.	Until the Expiry Date or Termination Date, whichever is the earlier, save that: - The references to the Contractor's delivery roles in 1.6.2 only shall be redacted until 30 September 2021. If the Contractor considers that there are grounds for this date to be extended it shall advise the Department in writing by 1 September 2021, including reasons and the proposed new date which may be up to and including, but not later than, 31 December 2021. Where the Department agrees a request for extension the revised date will be recorded in writing as a variation to this, Schedule 9. - The Contractor's named coaching tool referenced in 1.6.2 and 1.6.3 shall be redacted until 30 September 2021. If the Contractor considers that there are grounds for this date to be extended it shall advise the Department in writing by 1 September 2021, including reasons and the proposed new date which may be up to and including, but not later than, 31 December 2021. Where the Department agrees a request for extension the revised date will be recorded in writing as a variation to this, Schedule 9.
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q1.6 Participant Retention and Ongoing Support: - 1.6.2 Support Package: The Contractor's delivery roles (within the response table and paragraphs 4, 5, 6, 8 and 10 only) and reference to coaching tool (in paragraph 8 only). - 1.6.3 Monitoring participant engagement and progress: The Contractor's coaching tool only. - 1.6.4 Identifying and supporting participants at risk of non-completion: The Contractor's Employee Assistance Programme statistics (second bullet of response) only. - 1.6.7 Ensuring a balanced and sustainable workload: The Contractor's statistical performance references within paragraph one and its coaching tool (4th bullet) only. - 1.6.8 Ensuring a positive participant experience: The Contractor's statistical performance only. - 1.6.9 Engaging participants in Programme improvements: The Contractor's statistical performance figures only.	Until the Expiry Date or Termination Date, whichever is the earlier, save that: - The Contractor's named coaching tool referenced in 1.6.2 and 1.6.3 shall be redacted until 30 September 2021. If the Contractor considers that there are grounds for this date to be extended it shall advise the Department in writing by 1 September 2021, including reasons and the proposed new date which may be up to and including, but not later than, 31 December 2021. Where the Department agrees a request for extension the revised date will be recorded in writing as a variation to this, Schedule 9.
Schedule 15: Contractor's Solution The Contractor's Response to Q1.7 School Retention and Placement in its entirety.	Until the Expiry Date or Termination Date, whichever is the earlier.
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q2.1 Contract and Performance Management: - 2.1.6 Financial management: Reference to the Contractor's charity auditor role (5th bullet) and the second paragraph only. - 2.1.7 Key Data Protection Risks.	Until the Expiry Date or Termination Date, whichever is the earlier.
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q2.2 Continuous Improvement: - 2.2 From the beginning of sentence three of the response introduction to the end of the introduction.	Until the Expiry Date or Termination Date, whichever is the earlier.

- 2.2.1 Processes to continually improve delivery of Services: The Contractor's reference to statistical performance in paragraph 4 only. - 2.2.2 Processes to gather feedback from participants and partners. - 2.2.3 Benchmarking against graduate recruitment programmes. - 2.2.4 Capturing intelligence and best practice. - 2.2.5 Mechanisms to impact findings, lessons learned, and insights gathered. - 2.2.6 Innovations to enhance participant experience. - 2.2.7 Timetable for measurable improvements.	
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q2.3 Implementation: - Annex E "Implementation Plan and Critical Path". - 2.3.4 Critical Dependencies.	Until the Expiry Date or Termination Date, whichever is the earlier.
Schedule 15: Contractor's Solution The following parts of the Contractor's Response to Q2.1: - Annex D: Business Continuity Management System Manual	Indefinitely.
Schedule 15: Contractor's Solution The Contractor's Response to Q2.4 in its entirety, including: Resourcing - Annex G "Key Contractor Staff" - Annex H "Organisational Chart"	Indefinitely, save that: The names of the Subcontractors (Academic Awarding Institutions) as set out in 2.4 shall be redacted until 30 September 2021, or if later the date on which the Subcontract is entered into but in any event no later than 30 September 2022.
Schedule 3: Financials Paragraph 2.5, Table 2 "Output Payments for KPIs 1 – 4". Paragraph 5.4: the sums pertaining to the Risk Premium only.	Until the Expiry Date or Termination Date, whichever is the earlier.
Schedule 3: Financials Annex 1 "Pricing Model" save for the Total Contract Value which shall not be Commercially Sensitive Information.	Until the Expiry Date or Termination Date, whichever is the earlier.
Schedule 3: Financials Annex 3 "Risk Register".	Until the Expiry Date or Termination Date, whichever is the earlier.

Schedule 5: Implementation Plan Attached Implementation Plan.	Until the Expiry Date or Termination Date, whichever is the earlier.
Schedule 7: Key Contractor Staff and Key Sub-Contractors	Until the Expiry Date or Termination Date, whichever is the earlier, save that: - The names of the Subcontractors in Table 2 shall be redacted until 30 September 2021, or if later the date on which the Subcontract is entered into but in any event no later than 30 September 2022.

SCHEDULE 10 STAFF TRANSFER

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Acquired Rights Directive”	the European Council Directive 2001/23/EC on the approximation of the laws of the member states of the European Union relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;	“New Fair Deal”	the revised Fair Deal position set out in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; (ii) any similar pension protection in accordance with the Annexes D1 to D3 inclusive to Part D of MSA Schedule 9.1 as notified to the Contractor by the Authority.
“Contractor’s Final Staff List”	a list provided by the Contractor of all Staff who will transfer under TUPE on the relevant Service Transfer Date;	“Old Fair Deal”	HM Treasury Guidance “Staff Transfers from Central Government: A Fair Deal for Staff Pensions” issued in June 1999 including the supplementary guidance “Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues” issued in June 2004.
“Contractor’s Provisional Staff List”	a list prepared and updated by the Contractor of all Contractor Staff 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 Contractor;	“Programme”	the High Potential Initial Teacher Training Programme to be operated for the Authority by the Contractor under the Contract;
“Employee”	has the meaning given to that term in regulation 2(1) of TUPE;	“Relevant Transfer”	a transfer of employment to which TUPE applies.
“Fair Deal Employees”	any of: (i) Transferring Former Contractor Employees; (ii) employees who are not Transferring Former Contractor Employees but to whom TUPE applies on the Relevant Transfer Date to transfer their employment to the Contractor or a Sub-Contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Part A or 1.4 of Part B of this Schedule 10; or (iii) where a Former Contractor becomes the Contractor, employees, who at the Service Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Authority.	“Relevant Transfer Date”	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.
“Former Contractor”	a contractor supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services), including Teach First, and shall include any Sub-Contractor of such contractor;	“Replacement Sub-Contractor”	a Sub-Contractor of any Replacement Contractor to whom Transferring Contractor Employees will transfer on a Service Transfer Date.
“WSC Schedule 9.1”	Schedule 9.1 in v1.08A (England & Wales) of the Model Services Contract Combined Schedules issued by the Cabinet Office on 4 June 2019 as published online, as amended or revised and published online as so amended or revised as a new version by or with the authority of the	“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any Sub-Contractor to a Replacement Contractor or a Replacement Sub-Contractor.
		“Service Transfer Date”	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer, as the context requires.
		“Statutory Schemes”	means the CSPS, NHSPS or LGPS, as defined in the Annexes to Part D of MSC Schedule 9.1.
		“Teach First”	Teach First, a private limited company by guarantee without share capital incorporated and registered in England and Wales with company number 04478840 whose registered office is at 6 Milre Passage, Greenwich Peninsula, London, England, SE10 0ER, and being a Former Contractor;

“Transferring Contractor Employees”

those employees of the Contractor or the Contractor’s Sub-Contractors to whom TUPE will apply on the relevant Service Transfer Date;

“Transferring Former Contractor Employees”

in relation to a Former Contractor, those employees of the Former Contractor to whom TUPE will apply on the Relevant Transfer Date; and

“TUPE Information”

in relation to all persons identified on the Contractor’s Provisional Staff List or the Contractor’s Final Staff List, as the case may be, all information that the Authority may reasonably request, including the following:

- (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, workers, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and all other terms and conditions of their employment or engagement, including all other terms relating to the termination of their employment or engagement, including redundancy procedures and redundancy and any other severance payments, and their job titles and qualifications;
- (e) their wages, salaries, bonuses, profit sharing arrangements and any other remuneration, and any future pay settlements;
- (f) details of all other employment-related benefits, including (without limitation) pension or any other retirement benefits or entitlements, medical insurance, life assurance, share option schemes and company car or similar benefits;
- (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 engagement (or relevant standard contracts if applied generally in respect of such employees);
- (j) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened;

- (k) details of all collective agreements with a brief summary of the current state of negotiations with any relevant trade unions or other representative bodies and details of any current industrial disputes or claims for recognition by any trade union; and
- (l) any other “employee liability information” as such term is defined in regulation 11 of TUPE.

2 INTERPRETATION

Where a provision in this Schedule or (if applicable) in Part D of MSC Schedule 9.1 imposes an obligation on the Contractor to provide an indemnity, undertaking or warranty, the Contractor shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Contractor, Replacement Contractor or Replacement Sub-Contractor, as the case may be.

PART A: TRANSFERRING FORMER CONTRACTOR EMPLOYEES AT COMMENCEMENT OF SERVICES

1 RELEVANT TRANSFERS

1.1 The Contractor agrees that:

- (a) 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 relevant Transferring Former Contractor Employees;
- (b) in performing the Contract, the Contractor will, unless otherwise required or permitted in writing by the Authority, commence those parts of the Services listed in sub-paragraphs (i), (ii), (iii) and (iv) below in four phases as set out in the said sub-paragraphs and that, in each case, this will require the Contractor to commence carrying out activities on behalf of the Authority that are the same, or fundamentally the same, as activities carried out on behalf of the Authority by Teach First in its capacity as a Former Contractor immediately prior to such commencement, and that accordingly paragraph (a) above will apply in respect of the commencement of each phase, and that the date of commencement of each phase will be a Relevant Transfer Date:

- (i) data and financial management services dedicated to the Programme, on or within [1 month] after the Effective Date;
 - (ii) recruitment and marketing services dedicated to the Programme, on or within [1 month] after the Effective Date;
 - (iii) programme delivery services dedicated to Year 1 of the Programme, on or within [1 month] after the first anniversary of the Effective Date; and
 - (iv) programme delivery services dedicated to Year 2 of the Programme, on or within [1 month] after the second anniversary of the Effective Date;
- (c) as a result of the operation of TUPE, the contracts of employment between each Former Contractor and the Transferring Former Contractor Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of TUPE) shall have effect on and from the Relevant Transfer Date as if originally made between the Contractor or any relevant Sub-Contractor and each such Transferring Former Contractor Employee.

1.2

The Authority shall procure that each Former Contractor shall comply with all its obligations under TUPE and shall perform and discharge all its obligations in respect of all the Transferring Former Contractor 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 Contractor shall make, and the Authority shall procure that each Former Contractor makes, any necessary apportionments in respect of any periodic payments.

2 FORMER CONTRACTOR INDEMNITIES

2.1

Subject to Paragraph 2.2, the Authority shall procure that each Former Contractor shall indemnify and keep indemnified the Contractor and any relevant Sub-Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which they may suffer or incur as a result of or in connection with:

- (a) the provision of any TUPE information by the Former Contractor;

- (b) any claim or demand by any Transferring Former Contractor Employee (whether in contract, tort, under statute, pursuant to EU law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Former Contractor or any of its Sub-Contractors in respect of any Transferring Former Contractor Employee in the period up to (but not including) the Relevant Transfer Date relating to that Transferring Former Contractor Employee;
- (c) any failure by the Former Contractor or any of its Sub-Contractors to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE;
- (d) any court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Transferring Former Contractor Employees arising from or connected with any failure by the Former Contractor or any of its Sub-Contractors to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Former Contractor to the Contractor who has not, prior to the Relevant Transfer Date, been identified to the Contractor as a Transferring Former Contractor Employee.

2.2

The indemnities in Paragraph 2.1 shall not apply to the extent that the relevant liabilities arise from or are attributable to any act or omission of the Contractor or any Sub-Contractor, whether occurring or having its origin before, on or after the Relevant Transfer Date, including any such liabilities:

- (a) arising out of the resignation of any Transferring Former Contractor Employee before the Relevant Transfer Date on account of substantial detrimental changes to his or her working conditions proposed by the Contractor or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
- (b) arising from any failure by the Contractor or any Sub-Contractor to comply with its obligations under TUPE.

2.3

If any person who is not identified by the Authority as a Transferring Former Contractor Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Contractor Employee, that his or her contract of employment has been transferred from a Former Contractor to the Contractor or any Sub-Contractor pursuant to TUPE or the Acquired Rights Directive then:

- (a) the Contractor shall, or shall procure that the relevant Sub-Contractor shall, within 5 Business Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Contractor; and
- (b) the Former Contractor may offer (or may procure that a third party may offer) employment to such person within 15 Business Days of the notification by the Contractor or the Sub-Contractor (as the case may be) or take such other reasonable steps as the Former Contractor considers appropriate to deal with the matter, provided always that such steps are in compliance with any applicable law.

2.4

If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Contractor or the Authority, the Contractor shall, or shall procure that the relevant Sub-Contractor shall, immediately release the person from his or her employment or alleged employment.

- 2.5 If by the end of the 15 Business Day period specified in Paragraph 2.3(b)
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,
- the Supplier or the Sub-Contractor (as appropriate) may within 5 Business Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Contractor or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in law, the Authority shall procure that the Former Contractor indemnifies the Contractor or the relevant Sub-Contractor (as the case may be) against all liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5, provided that the Contractor takes, and procures that the relevant Sub-Contractor takes, all reasonable steps to minimise any such liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- (a) shall not apply to:
 - (i) any claim for:
 - (A) 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
 - (B) 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 Contractor or any Sub-Contractor; or
 - (ii) any claim that the termination of employment was unfair because the Contractor or any Sub-Contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Contractor or the relevant Sub-Contractor (as appropriate) to the Authority and, if applicable, the Former Contractor, within 6 months of the Relevant Transfer Date.
- 2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Contractor nor dismissed by the Contractor or the relevant Sub-Contractor within the time-scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Contractor or the relevant Sub-Contractor and the Contractor shall, or shall procure that the relevant Sub-Contractor shall, comply with such obligations as may be imposed upon it under law.

3 CONTRACTOR INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to Paragraph 3.2, the Contractor shall indemnify the Authority and any Former Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which they may suffer or incur as a result of or in connection with:
- (a) any act or omission by the Contractor or any Sub-Contractor in respect of any Transferring Former Contractor Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Contractor Employee whether occurring before, on or after the Relevant Transfer Date;

- (b) the breach or non-observance by the Contractor or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Contractor Employee;
 - (ii) any custom or practice in respect of any Transferring Former Contractor Employees which the Contractor or any Sub-Contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Former Contractor Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Contractor or any 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 Contractor Employees to their material detriment on or after their transfer to the Contractor or any 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 Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(g) of TUPE) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated by the Contractor or any Sub-Contractor to, or any action undertaken by the Contractor or any Sub-Contractor in respect of, any Transferring Former Contractor Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority in writing;
- (f) any proceeding, claim or demand by HMRC or any other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Contractor Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his or her employment from the Former Contractor to the Contractor or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- (g) any failure of the Contractor 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 Contractor Employees in respect of the period from (and including) the Relevant Transfer Date; and
- (h) any claim made by or in respect of a Transferring Former Contractor Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Contractor Employee relating to any act or omission of the Contractor or any Sub-Contractor in relation to obligations under regulation 13

of TUPE, except to the extent that the liability arises from the Former Contractor's failure to comply with its obligations under regulation 13 of TUPE.

3.2 The indemnities in paragraph 3.1 shall not apply to the extent that the relevant liabilities arise or are attributable to any act or omission of the Former Contractor, whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any such liabilities arising from the Former Contractor's failure to comply with its obligations under TUPE.

3.3 The Contractor 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 Contractor 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 any Admission Agreement (as the same is defined in Part D of MSC Schedule 9.1) 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 Contractor and the Former Contractor.

4 INFORMATION

The Contractor shall, and shall procure that each Sub-Contractor shall, promptly provide to the Authority and, at the Authority's direction, the Former Contractor, in writing such information as is necessary to enable the Authority and the Former Contractor to carry out their respective duties under regulation 13 of TUPE.

5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Contractor shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Contractor Employee as set down in:

- (a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- (b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" of 1999;
- (c) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and
- (d) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6 PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part A, where in this Part A the Authority accepts an obligation to procure that a Former Contractor 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 Contractor 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 Contractor.

7 PENSIONS

7.1 The Contractor shall, and shall procure that each Sub-Contractor shall, comply with:

- (a) 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; and
- (b) Part D of MSC Schedule 9.1, which shall apply mutatis mutandis as if it formed part of this Schedule.

PART B: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1 PROCEDURE IN THE EVENT OF TRANSFER

1.1 The Authority and the Contractor agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority or any Former Contractor.

1.2 If any employee of the Authority or a Former Contractor claims, or it is determined in relation to any employee of the Authority or a Former Contractor, that his or her contract of employment or engagement has been transferred from the Authority or the Former Contractor to the Contractor or any Sub-Contractor pursuant to TUPE or the Acquired Rights Directive, then:

- (a) the Contractor shall, or shall procure that the relevant Sub-Contractor shall, within 5 Business Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Contractor; and
- (b) the Authority or the Former Contractor may offer (or may procure that a third party may offer) employment to such person within 15 Business Days of the notification by the Contractor or the Sub-Contractor (as the case may be) or take such other reasonable steps as the Authority or Former Contractor (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with any applicable law.

1.3 If an offer referred to in Paragraph 10.2(b) is accepted or if the situation has otherwise been resolved by the Authority or the Former Contractor, the Contractor shall, or shall procure that the Sub-Contractor shall, immediately release the person from his or her employment or alleged employment.

1.4 If by the end of the 15 Business Day period specified in Paragraph 10.2(b):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved,

the Contractor or the Sub-Contractor (as appropriate) may within 5 Business Days give notice to terminate the employment or alleged employment of such person.

2 INDEMNITIES

2.1 Subject to the Contractor or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable law and subject also to Paragraph 2.4, the Authority shall:

- (a) indemnify the Contractor or the relevant Sub-Contractor (as the case may be) against all liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 10.4, provided that the Contractor takes, and procures that the relevant Sub-Contractor takes, all reasonable steps to minimise any such liabilities; and
- (b) procure that the Former Contractor indemnifies the Contractor or the relevant Sub-Contractor against all liabilities arising out of the termination of the employment of the employees of the Former Contractor referred to in Paragraph 10.2 made pursuant to the provisions of Paragraph 10.4, provided

that the Contractor takes, and procures that the relevant Sub-Contractor takes, all reasonable steps to minimise any such liabilities.

2.2 If any such person as is described in Paragraph 10.2 is neither re-employed by the Authority or the Former Contractor as appropriate nor dismissed by the Contractor or the relevant Sub-Contractor within the 15 Business Day period referred to in Paragraph 10.4, such person shall be treated as having transferred to the Contractor or the Sub-Contractor (as appropriate) and the Contractor shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under law.

2.3 Where any person remains employed by the Contractor and/or any Sub-Contractor pursuant to Paragraph 11.2, all liabilities in relation to such employee shall remain with the Contractor or the relevant Sub-Contractor (as the case may be) and the Contractor shall indemnify the Authority and any Former Contractor, and shall procure that the Sub-Contractor shall indemnify the Authority and any Former Contractor, against any such liabilities that either of them may incur in respect of any such employees of the Contractor or any relevant Sub-Contractor.

2.4 The indemnities in Paragraph 11.1:

- (a) shall not apply to:
 - (i) any claim for:
 - (A) 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
 - (B) 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 Contractor or any Sub-Contractor; or
- (ii) any claim that the termination of employment was unfair because the Contractor or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Contractor or the relevant Sub-Contractor to the Authority and, if applicable, the Former Contractor within 6 months of the Relevant Transfer Date.

3 PROCUREMENT OBLIGATIONS

Where in this Part B the Authority accepts an obligation to procure that a Former Contractor 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 Contractor 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 Contractor does or does not act accordingly.

4 PENSIONS

4.1 The Contractor shall, and shall procure that each Sub-Contractor shall, comply with:

- (a) 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, if and to the extent that the same shall apply to any transferring staff; and

- (b) Part D of MSC Schedule 9.1, which shall apply mutatis mutandis as if it formed part of this Schedule, if and to the extent that the same shall apply to any transferring staff.

PART C: EMPLOYMENT EXIT PROVISIONS

1 PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Contractor agrees that within 20 Business Days of the earliest of:
- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
 - (b) receipt of the giving of notice of early termination or any Partial Termination of this Contract;
 - (c) the date which is [18] months before the end of the Term; and
 - (d) receipt of a written request by the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),
- it shall provide in a suitably anonymised format so as to comply with applicable Data Protection Legislation, the Contractor's Provisional Staff List, together with the TUPE Information in relation to the Contractor's Provisional Staff List and it shall provide an updated Contractor's Provisional Staff List at such intervals as are reasonably requested by the Authority.
- 1.2 At least 20 Business Days prior to the Service Transfer Date, the Contractor shall provide to the Authority or at the direction of the Authority to any Replacement Contractor or any Replacement Sub-Contractor:
- (a) the Contractor's Final Staff List, which shall identify which members of the Contractor's Staff are Transferring Contractor Employees; and
 - (b) the TUPE Information in relation to the Contractor's Final Staff List (insofar as such information has not previously been provided).
- 1.3 The Authority shall be permitted to use and disclose information provided by the Contractor under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Contractor or Replacement Sub-Contractor.
- 1.4 The Contractor warrants, for the benefit of the Authority, any Replacement Contractor and any Replacement Sub-Contractor, that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraphs 1.1(a), 1.1(b) and 1.1(c), the Contractor agrees that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Staff List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
- (a) replace or re-deploy any member of the Contractor Staff listed on the Contractor's Provisional Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he or she replaces;
 - (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of any of the Contractor Staff (including any payments connected with the termination of employment);
 - (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Contractor Staff, save for fulfilling assignments and projects previously scheduled and agreed;

- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Staff List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or terminate or give notice to terminate the employment or engagement of any persons on the Contractor's Provisional Staff List save by due disciplinary process, and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Contractor and any Replacement Sub-Contractor of any notice to terminate employment given by the Contractor or relevant Sub-Contractor or received from any persons listed on the Contractor's Provisional Contractor Staff List regardless of when such notice takes effect.
- 1.6 During the Term, the Contractor shall provide, and shall procure that each Sub-Contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised and provided, which shall include:
- (a) the numbers of employees engaged in providing the Services;
 - (b) the percentage of time spent by each employee so engaged in providing the Services;
 - (c) the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable (as defined in Paragraph 1 of Part D of MSC Schedule 9.1) scheme set up pursuant to the provisions of any of the annexes to Part D of MSC Schedule 9.1 (as appropriate); and
 - (d) a description of the nature of the work undertaken by each employee by location.
- 1.7 The Contractor shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Contractor and any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Contractor Employees on the Service Transfer Date, including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Contractor Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Business Days following the Service Transfer Date, the Contractor shall provide, and shall procure that each Sub-Contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Contractor or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Contractor's Final Staff List who is a Transferring Contractor Employee:
- (a) the most recent month's copy pay slip data;
 - (b) details of cumulative pay for tax and pension purposes;
 - (c) details of cumulative tax paid;
 - (d) tax code;
 - (e) details of any voluntary deductions from pay; and
 - (f) bank/building society account details for payroll purposes.

2 TUPE EXIT PROVISIONS

- 2.1 The Authority and the Contractor acknowledge that, subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services or the relevant part of the Services being undertaken by a Replacement Contractor or a Replacement Sub-Contractor. Such change in the identity of the Contractor or a services may constitute a Relevant Transfer to which TUPE or the Acquired Rights Directive will apply. The Authority and the Contractor further agree that, as a result of the operation of TUPE, where a Relevant Transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor Employees (except in relation to any contract terms disapplied through the operation of regulation 10(2) of TUPE) will have effect on and from the Service Transfer Date as if originally made between the Replacement Contractor or the relevant Replacement Sub-Contractor (as the case may be) and each such Transferring Contractor Employee.
- 2.2 The Contractor shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Contractor Employees arising under TUPE in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor Employees arising in respect of the period up to (and including) the Service 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 all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Contractor or the Sub-Contractor (as appropriate); and (ii) the Replacement Contractor or Replacement Sub-Contractor (as appropriate).
- 2.3 Subject to Paragraph 2.4, the Contractor shall indemnify the Authority and any relevant Replacement Contractor and Replacement Sub-Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which they may suffer or incur as a result of or in connection with:
- (a) any act or omission of the Contractor or any Sub-Contractor in respect of any Transferring Contractor Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Contractor Employee whether occurring before, on or after the Service Transfer Date;
 - (b) the breach or non-observance by the Contractor or any Sub-Contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees; or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Contractor Employees which the Contractor or any Sub-Contractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

- (d) any proceeding, claim or demand by HMRC or any other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising on or before the Service Transfer Date; and
 - (ii) in relation to any employee who is not identified in the Contractor's Final Staff List, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his or her employment from the Contractor to the Authority or Replacement Contractor or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) any failure of the Contractor 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 Contractor Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Contractor or any Sub-Contractor other than a Transferring Contractor Employee identified in the Contractor's Final Staff List for whom it is alleged the Authority or the Replacement Contractor or any Replacement Sub-Contractor may be liable by virtue of this Contract or TUPE or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Contractor Employee relating to any act or omission of the Contractor or any Sub-Contractor in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Authority or Replacement Contractor to comply with regulation 13(4) of TUPE.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the relevant liabilities arise or are attributable to any act or omission of the Replacement Contractor or any Replacement Sub-Contractor, whether occurring or having its origin before, on or after the Service Transfer Date, including any such liabilities:
- (a) arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his or her working conditions proposed by the Replacement Contractor or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
 - (b) arising from any failure by the Replacement Contractor or any Replacement Sub-Contractor to comply with their obligations under TUPE.
- 2.5 If any person who is not identified in the Contractor's Final Staff List claims, or it is determined in relation to any person who is not identified in the Contractor's Final Staff List that his or her contract of employment or engagement has been transferred from the Contractor or any Sub-Contractor to the Replacement Contractor or any Replacement Sub-Contractor pursuant to TUPE or the Acquired Rights Directive, then:
- (a) the Authority shall procure that the Replacement Contractor shall, or any Replacement Sub-Contractor shall, within 5 Business Days of becoming aware of that fact, give notice in writing to the Contractor; and

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- 2.6 (b) the Contractor may offer (or may procure that a Sub-Contractor may offer) employment to such person within 15 Business Days of the notification by the Replacement Contractor or the relevant Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter, provided always that such steps are in compliance with all applicable law.
- If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or any Sub-Contractor, the Authority shall procure that the Replacement Contractor shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his or her employment or alleged employment.
- 2.7 If after the 15 Business Day period specified in Paragraph 2.5(b) has elapsed:
 - (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved
 the Authority shall advise the Replacement Contractor or Replacement Sub-Contractor, as appropriate, that it may within 5 Business Days give notice to terminate the employment or alleged employment of such person.
 - 2.8 Subject to the Replacement Contractor or the relevant Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable law, the Contractor shall indemnify the Replacement Contractor or the Replacement Sub-Contractor against all liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7, provided that the Replacement Contractor takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such liabilities.
 - 2.9 The indemnity in Paragraph 2.8:
 - (a) shall not apply to:
 - (i) any claim for:
 - (A) 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
 - (B) 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 Replacement Contractor or Replacement Sub-Contractor; or
 - (ii) any claim that the termination of employment was unfair because the Replacement Contractor or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Contractor or Replacement Sub-Contractor to the Contractor within 6 months of the Service Transfer Date.
 - 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Contractor or any Sub-Contractor nor dismissed by the Replacement Contractor or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Contractor Employee.
 - 2.11 The Contractor shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under TUPE and shall perform and discharge, and shall procure

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that each Sub-Contractor shall perform and discharge, all its obligations in respect of any person identified in the Contractor's Final Staff List before and on the Service 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 such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Contractor or any relevant Sub-Contractor; and
- (b) the Replacement Contractor or the relevant Replacement Sub-Contractor.

2.12

The Contractor shall, and shall procure that each Sub-Contractor shall, promptly provide to the Authority and any Replacement Contractor and Replacement Sub-Contractor in writing such information as is necessary to enable the Authority, the Replacement Contractor and any Replacement Sub-Contractor to carry out their respective duties under regulation 13 of TUPE. The Authority shall procure that the Replacement Contractor and any relevant Replacement Sub-Contractor shall promptly provide to the Contractor and each Sub-Contractor in writing such information as is necessary to enable the Contractor and each Sub-Contractor to carry out their respective duties under regulation 13 of TUPE.

2.13

Subject to Paragraph 2.14, the Authority shall procure that the Replacement Contractor indemnifies the Contractor on its own behalf and on behalf of any Replacement Sub-Contractor and its Sub-Contractors against any liabilities arising from or as a result of:

- (a) any act or omission of the Replacement Contractor or any Replacement Sub-Contractor in respect of any Transferring Contractor Employee identified in the Contractor's Final Staff List or any appropriate employee representative (as defined in TUPE) of any such Transferring Contractor Employee;
- (b) the breach or non-observance by the Replacement Contractor or any Replacement Sub-Contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees identified in the Contractor's Final Staff List; or
 - (ii) any custom or practice in respect of any Transferring Contractor Employees identified in the Contractor's Final Staff List which the Replacement Contractor or any Replacement Sub-Contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees identified in the Contractor's Final Staff List arising from or connected with any failure by the Replacement Contractor or any Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Contractor or any Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Contractor Employees identified in the Contractor's Final Staff List on or after their transfer to the Replacement Contractor or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date or to change the terms and conditions of employment or working conditions of any person identified in the Contractor's Final Staff List who would have been a Transferring Contractor Employee but for their

resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

- (e) any statement communicated by the Replacement Contractor or any Replacement Sub-Contractor to, or action undertaken by the Replacement Contractor or any Replacement Sub-Contractor in respect of, any Transferring Contractor Employee identified in the Contractor's Final Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Contractor in writing;
- (f) any proceeding, claim or demand by HMRC or any other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Contractor Employee identified in the Contractor's Final Staff List, to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Contractor Employee identified in the Contractor's Final Staff List, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his or her employment from the Contractor or Sub-Contractor to the Replacement Contractor or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or such other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Contractor or Replacement 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 Contractor Employees identified in the Contractor's Final Staff List in respect of the period after the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Contractor Employee identified in the Contractor's Final Staff List or any appropriate employee representative (as defined in TUPE) of any such Transferring Contractor Employee relating to any act or omission of the Replacement Contractor or Replacement Sub-Contractor in relation to obligations under regulation 13 of TUPE.

2.14

The indemnities in Paragraph 2.13 shall not apply to the extent that the relevant liabilities arise or are attributable to an act or omission of the Contractor or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any such liabilities arising from the failure by the Contractor or any Sub-Contractor (as applicable) to comply with its obligations under TUPE.

SCHEDULE 11 FINANCIAL DISTRESS

1 FINANCIAL DISTRESS

- 1.1 The Contractor acknowledges and agrees that the financial stability and solvency of the Contractor, its Affiliates and its Key Sub-Contractors is critical to the successful delivery of the Services and that any deterioration, or potential deterioration, of their financial position may have an adverse effect on the performance by them of the Contract including the Services.
- 1.2 The Contractor must annually submit a completed Economic and Financial Standing assessment for the Contractor and each of its Key Sub-Contractors, in the format specified by the Authority, along with their last two sets of audited accounts. If the Authority deems, from the assessment and audited accounts submitted, that there is a risk to continued performance of the Services, the Authority may ask the Contractor to submit a Financial Distress Service Continuity Plan, in line with paragraph 1.9.
- 1.3 The Contractor shall monitor its own financial standing and that of its Key Sub-Contractors on a regular basis throughout the Term using a Financial Monitoring Plan and shall report on this to the Authority.
- 1.4 The Financial Monitoring Plan shall be designed by the Contractor and agreed with the Authority to ensure that the Authority has an early and clear warning indicator of any Financial Distress Event affecting the Contractor and/or Key Sub-Contractors which may affect the Services. This should include the timeline for the annual submission of the Economic and Financial Standing assessment as referred to in paragraph 1.2. Such design is to be proportionate for the circumstances taking into account the nature of the Services and the identity of the Contractor.
- 1.5 Except where the Authority has agreed otherwise, the Contractor shall within four (4) weeks of the Contract Date, prepare and submit for Approval by the Authority, a Financial Monitoring Plan which shall set out the Contractor's proposals for the monitoring and reporting of its financial stability, and the financial stability of its Key Sub-Contractors, to the Authority on a regular basis throughout the Term.
- 1.6 The Financial Monitoring Plan must include (but shall not be limited to):
 - (i) A summary of the Contractor's and Key Sub-Contractors' financial positions at the date of submission of the Financial Monitoring Plan and on a regular basis thereafter report to the Authority (including but not limited to credit ratings, financial ratios, details of current liabilities, value of marketable securities, cash in hand and bank, account receivables, Trustees' reports, routine management accounts etc);
 - (ii) An objective means of measuring the Contractor and Key Sub-Contractors' financial standing on a regular basis throughout the Term against historical financial standing to show trend (including use of credit ratings, financial ratios and/or other financial indicators);
 - (iii) The Contractor's proposals for reporting financial standing to the Authority (including the template reporting forms which the Contractor intends to use);
 - (iv) The frequency of monitoring and reporting activity;
 - (v) Provision of reporting lines for the supply chain to notify the Authority of incidents of non-payment of valid and undisputed invoices;
 - (vi) Any other provisions which in the reasonable opinion of the Contractor may be required by the Authority to assess current financial standing of the Contractor and Key Sub-Contractors and which enable quick and easy assessment of any

movement in financial standing.

- 1.7 The Contractor shall make any reasonable amendments to the Financial Monitoring Plan as may be requested by the Authority and shall resubmit it for Approval. If approved by the Authority, the Contractor shall promptly implement the Financial Monitoring Plan throughout the Term.
- 1.8 In addition to its obligations under the Financial Monitoring Plan, the Contractor shall promptly notify the Authority in writing if any of the following Financial Distress Events occur in respect of the Contractor or a Key Sub-Contractor:
 - there is a material deterioration of its financial standing;
 - the appointment of an administrator or receiver;
 - late filing of statutory accounts with Companies House;
 - it issues a profits warning or other similar public announcement about a deterioration in its finances or prospects;
 - it is being publicly investigated for improper financial accounting and reporting, fraud or any other financial impropriety;
 - it commits a material breach of covenant to its lenders;
 - a key sub-contractor not being paid any sums properly due under a specified invoice that is not subject to a genuine dispute;
 - it is subject to any claims, litigation, investigations, actions or decisions in respect of financial indebtedness;
 - in the auditor's opinion the Contractor or Key Sub-Contractor is no longer a 'going concern';
 - there is a sudden and/or unexpected change in the Chief Executive Officer and/or the Finance Director (or equivalents).
- 1.9 In the event of a Financial Distress Event occurring, then the Contractor shall, and shall procure that any affected Key Sub-Contractor shall, as soon as reasonably practicable, review the effect of the Financial Distress Event on the continued performance of the Services under this Contract and provide a report to Authority. Where the Authority reasonably believes that the Financial Distress Event is likely to adversely impact on the performance of the Services, or on the Authority's request in accordance with paragraph 1.2, the Contractor shall submit to the Authority for Approval a Financial Distress Service Continuity Plan as soon as is reasonably practicable and shall provide any further financial information as the Authority may reasonably require to assess financial standing and risks.
- 1.10 If the Authority acting reasonably considers that the Financial Distress Service Continuity Plan is insufficient to remedy the effects of the Financial Distress Event on the Service, then it may require the Contractor (and/or key sub-contractor) to redraft and resubmit an improved and updated plan or may require the issue to be escalated via the Dispute Resolution Procedure.
- 1.11 If the Authority approves the Financial Distress Service Continuity Plan, then the Contractor shall execute and continue to review the plan (with submissions to the Authority for Approval where it is updated).
- 1.12 Where the Parties agree that the Financial Distress Event no longer adversely affects the delivery of the Services, the Contractor shall be relieved of its obligations in respect of the current Financial Distress Service Continuity Plan.
- 1.13 The Authority shall be entitled to terminate this Contract for material Default if:

**SCHEDULE 12
GUARANTEE**

- (i) The Contractor fails to notify the Authority of a Financial Distress Event in accordance with para 1.8 above;
- (ii) the Authority and the Contractor fail to agree a Financial Distress Service Continuity Plan or any updates to a plan within a reasonable timescale (taking into account the effects of the Financial Distress Event on the Services);
- (iii) the Contractor fails to comply with the terms of the Financial Distress Service Continuity Plan or any updates to the plan;
- (iv) the Financial Distress Event means the Contractor will no longer be able to deliver the Services to the required standard and it is not practicable to put in place a Financial Distress Service Continuity Plan.

[Insert the name of the Guarantor]
- and -
[Insert the name of the Beneficiary]

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 2021
BETWEEN:

- (1) [Insert the name of the Guarantor] [a company incorporated in England and Wales with number [] whose registered office is at [insert details of the Guarantor's registered office here]] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("Guarantor"); in favour of
- (2) [Insert the name of the public sector Party to the Guaranteed Agreement] whose principal office is at [] ("Beneficiary")

WHEREAS:

- [(A) It is a condition of the Beneficiary entering into the Guaranteed Agreement that the Guarantor executes and delivers this Deed of Guarantee to the Beneficiary.
- (B) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Contractor, to guarantee all of the Contractor's obligations under the Guaranteed Agreement.
- (C) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees with the Beneficiary as follows:

1 DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:
- (a) "Contractor Termination Event" means grounds under the Guaranteed Agreement that relate to the Contractor that give the Authority the right to terminate the Guaranteed Agreement.
- (b) "Financial Distress Event" means an event of Financial Distress under the Guaranteed Agreement;
- (c) "Guaranteed Agreement" means the [insert details of main contract] made between the Beneficiary and the Contractor on [insert date]; and
- (d) "Guaranteed Obligations" means all obligations and liabilities of the Contractor to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Contractor to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2 GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Contractor duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Contractor to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Contractor to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Contractor shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
- (a) fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - (b) as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Contractor to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Contractor under the Guaranteed Agreement.

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- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Contractor's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3 OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Contractor, or if the Guaranteed Agreement is disclaimed by a liquidator of the Contractor or the obligations of the Contractor are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4 DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:
- (a) [Address of the Guarantor in England and Wales]
 - (b) [Facsimile Number]
 - (c) For the Attention of [insert details]
- or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.
- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
- (a) if delivered by hand, at the time of delivery; or
 - (b) if posted, at 10.00 a.m. on the second Business Day after it was put into the post; or
 - (c) if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Business Day, and in any other case at 10.00 a.m. on the next Business Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

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5 BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Contractor and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- (a) it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Contractor of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - (b) it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Contractor, the Beneficiary, the Guarantor or any other person;
 - (c) if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Contractor for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
 - (d) the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach by the Contractor of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Contractor or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Contractor or any third party, or to take any action whatsoever against the Contractor or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6 GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7 RIGHTS OF SUBROGATION

The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Contractor and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 7.1 of subrogation and indemnity;
- 7.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Contractor's obligations; and
- 7.3 to prove in the liquidation or insolvency of the Contractor, only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights up to such amount as the Beneficiary determines in its sole discretion represents the amount of the Guarantor's liabilities under this Deed of Guarantee (the "**Guarantee Estimate Amount**") on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor may retain for its own account or otherwise deal with any such amounts recovered in excess of the Guarantee Estimate Amount as the Guarantor may determine in its sole discretion. The Guarantor hereby confirms that it has not taken any security from the Contractor (other than cross-indemnities or other security taken in the ordinary course of its financial arrangements with its Affiliates) and agrees not to do take any further security until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8 DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Contractor under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
- (a) claim any contribution from any other guarantor of the Contractor's obligations under the Guaranteed Agreement; or
 - (b) take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement.

- 8.2 Until all amounts which may be or become payable by the Contractor under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not following the occurrence of a Financial Distress Event or Contractor Termination Event:
- (a) exercise any rights it may have to be indemnified by the Contractor;
 - (b) demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Contractor; or
 - (c) claim any set-off or counterclaim against the Contractor.
- 8.3 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9 REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants to the Beneficiary that:

- 9.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
- 9.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
- 9.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee; and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10 PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law,

the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11 GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12 ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13 SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14 THIRD PARTY RIGHTS

A person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15 GOVERNING LAW

- 15.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

- 15.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

- 15.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 15.5 **[Provision dealing with the appointment of English process agent by a non English incorporated Guarantor]** [The Guarantor hereby irrevocably designates, appoints and empowers [the Contractor] **[a suitable alternative to be agreed if the Contractor's registered office is not in England or Wales]** either at its registered office or facsimile number **[insert fax no.]** from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a **DEED** by
[Insert name of the Guarantor])
 acting by **[Insert/print names]**)

Director

Director/Secretary

SCHEDULE 13 FINANCIAL REPORTS AND AUDIT RIGHTS

1

DEFINITIONS

In this Schedule, the following definitions shall apply:

"Annual Contract Report"	the annual contract report to be provided by the Contractor to the Authority pursuant to Paragraph 1 of Part B;
"Audit Agents"	(a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their 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;
"Contract Amendment Report"	the contract amendment report to be provided by the Contractor to the Authority pursuant to Paragraph 1 of Part B;
"Contract Inception Report"	the initial Pricing Model in a form agreed by the Contractor and the Authority in writing on or before the Effective Date;
"Final Reconciliation Report"	the final reconciliation report to be provided by the Contractor to the Authority pursuant to Paragraph 1 of Part B;
"Financial Model"	the Contract Inception Report, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently approved by the Authority in accordance with Paragraph 2 of Part B;
"Financial Reports"	the Contract Inception Report and the reports listed in the table in Paragraph 1.1 of Part B;
"Financial Representative"	a reasonably skilled and experienced member of the Contractor's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;
"Financial Transparency Objectives"	has the meaning given in Paragraph 1 of Part A;
"Material Change"	a Change which:

	(a) materially changes the profile of the Charges; or (b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by: (i) 5% or more; or (ii) £1m or more;	contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and (h) the actual Costs profile for each Service Period.
"Onerous Contract"	a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37;	
"Onerous Contract Report"	means a report provided by the Contractor pursuant to Paragraph 3 of Part A to this Schedule;	
"Open Book Data"	complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to: (a) the Contractor's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; (b) operating expenditure relating to the provision of the Services including an analysis showing: (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of all Contractor Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; (iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Contractor's Profit Margin; and (iv) Reimbursable Expenses; (c) Overheads; (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; (e) the Contractor Profit achieved over the Term and on an annual basis; (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Contractor; (g) an explanation of the type and value of risk and	

PART A: Financial Transparency Objectives and Open Book Data

1 FINANCIAL TRANSPARENCY OBJECTIVES

The Contractor acknowledges that the provisions of this Schedule are designed (inter alia) to facilitate, and the Contractor shall co-operate with the Authority in order to achieve, the following objectives:

Understanding the Charges

- (a) for the Authority to understand any payment sought from it by the Contractor including an analysis of the Costs, Overhead recoveries (where relevant), time spent by Contractor Personnel in providing the Services and the Contractor Profit Margin;
- (b) for both Parties to be able to understand the Financial Model and Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
- (c) to facilitate the use of the pricing mechanisms;

Agreeing the impact of Change

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

Continuous improvement

- (f) for the Parties to challenge each other with ideas for efficiency and improvements; and
 - (g) to enable the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices,
- (together the "Financial Transparency Objectives").

2 OPEN BOOK DATA

2.1 The Contractor acknowledges the importance to the Authority of the Financial Transparency Objectives and the Authority's need for complete transparency in the way in which the Charges are calculated.

2.2 During the Term, and for a period of 7 years following the end of the Term, the Contractor shall:

- (a) maintain and retain the Open Book Data; and
- (b) disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

3 ONEROUS CONTRACTS

3.1 If the Contractor publicly designates the Agreement as an Onerous Contract (including where the Contractor has identified the Agreement as such in any published accounts or public reports and announcements), the Contractor shall promptly notify the Authority of the designation and shall prepare and deliver to the Authority within the timescales agreed by the Parties (an in any event, no later than 2 months following the publication of the designation) a draft Onerous Contract Report which includes the following:

- (a) An initial root cause analysis of the issues and circumstances which may have contributed to the Agreement being designated as an Onerous Contract;
 - (b) An initial risk analysis and impact assessment on the provision of the Services as a result of the Contractor's designation of the Agreement as an Onerous Contract;
 - (c) the measures which the Contractor intends to put in place to minimise and mitigate any adverse impact on the provision on the Services;
 - (d) details of any other options which could be put in place to remove the designation of the Agreement as an Onerous Contract and/or which could minimise and mitigate any adverse impact on the provision of the Services.
- 3.2 Following receipt of the Onerous Contract Report, the Authority shall review and comment on the report as soon as reasonably practicable and the Parties shall cooperate in good faith to agree the final form of the report, which shall be submitted to the Authority, such final form report to be agreed no later than 1 month following the Authority's receipt of the draft Onerous Contract Report.
- 3.3 The Authority shall meet within 14 Business Days of the final Onerous Contract Report being agreed by the Parties to discuss the contents of the report; and the Parties shall procure the attendance at the meeting of any key participants where reasonably required (including the Cabinet Office Markets and Contractor's team where the Contractor is a Relevant Supplier; representatives from any Monitored Suppliers; and the project's senior responsible officers (or equivalent) for each Party).
- 3.4 The Contractor acknowledges and agrees that the report is submitted to the Authority on an information only basis and the Authority's receipt of and comments in relation to the report shall not be deemed to be an acceptance or rejection of the report nor shall it relieve the Contractor of any liability under this Agreement. Any Changes to be agreed by the Parties pursuant to the report shall be subject to the Change Control Procedure.

PART B: Financial Reports

1 PROVISION OF THE FINANCIAL REPORTS

- 1.1 The Contractor shall provide
- the Contract Inception Report on or before the Effective Date; and
 - during the Term the following financial reports to the Authority, in the frequency specified below:

Financial Report	When to be provided
Contract Amendment Report	Within 1 month of a Material Change being agreed between the Contractor and the Authority
Quarterly Contract Report	Within 1 month of the end of each Quarter
Annual Contract Report	Within 1 month of the end of the Contract Year to which that report relates
Final Reconciliation Report	Within 6 months after the end of the Term

1.2 The Contractor shall provide to the Authority the Financial Reports in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Authority to the Contractor on or before the Effective Date for the purposes of this Agreement. The Authority shall be entitled to modify the template for any Financial Report by giving written notice to the Contractor, including a copy of the updated template.

1.3 A copy of each Financial Report shall be held by both the Authority and the Contractor. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

1.4 Each Financial Report shall:

- be completed by the Contractor using reasonable skill and care;
- incorporate and use the same defined terms as are used in this Agreement;
- quote all monetary values in pounds sterling;
- quote all Costs as exclusive of any VAT; and
- quote all Costs and Charges based on current prices.

1.5 Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Contractor's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Financial Report), acting with express authority, as:

- being accurate and not misleading;
- having been prepared in conformity with generally accepted accounting principles within the United Kingdom;
- being a true and fair reflection of the information included within the Contractor's management and statutory accounts; and

- compliant with the requirements of Paragraph 1.6.

1.6 The Contractor shall:

- prepare each Financial Report using the same methodology as that used for the Contract Inception Report;
- ensure that each Annual Contract Report and each Contract Amendment Report (if any) is a true and fair reflection of the Costs and Contractor Profit Margin forecast by the Contractor;
- the Final Reconciliation Report is a true and fair reflection of the Costs; and
- not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

1.7 During the Term, and for a period of 18 months following the end of the Term, the Contractor shall make available the Financial Representative at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the Financial Reports and/or Open Book Data.

1.8 If the Contractor becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:

- the Costs incurred (or those forecast to be incurred) by the Contractor; and/or
- the forecast Charges for the remainder of the Term,

the Contractor shall, as soon as practicable, notify the Authority in writing of the event in question detailing the actual or anticipated effect. For the avoidance of doubt, notifications provided in accordance with this Paragraph 1.8 shall not have the effect of amending any provisions of this Agreement.

2 FINANCIAL MODEL

2.1 Following the delivery by the Contractor of each Annual Contract Report and any Contract Amendment Report:

- the Parties shall meet to discuss its contents within 10 Business Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting;
- the Contractor shall make appropriate Contractor Personnel and advisers available to discuss any variations between the relevant Financial Report and the Contract Inception Report or immediately preceding Annual Contract Report or Contract Amendment Report (as the case may be) and to explain such variations (with reference to supporting evidence) to the satisfaction of the Authority; and
- the Authority shall either within 10 Business Days of the meeting referred to in Paragraph 2.1(a) notify the Contractor that:
 - the relevant Financial Report contains errors or omissions or that further explanations or supporting information is required, in which event the Contractor shall make any necessary modifications to the Financial Report and/or supply the Authority with such supporting evidence as is required to address the Authority's concerns within 10 Business Days of such notification and the Authority shall following receipt of such amended Financial Report and/or supporting information, approve or reject such Financial Report; or
 - the Authority has approved the relevant Financial Report.

2.2 Following approval by the Authority of the relevant Financial Report in accordance with Paragraph 2.1(c), that version shall become, with effect from the date of such approval, the current approved version of the Financial Model for the purposes of this Agreement, a version of which shall be held by both the Authority and the Contractor. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

2.3 If the Parties are unable to reach agreement on any Financial Report within 30 Business Days of its receipt by the Authority, the matter shall be referred for determination in accordance with the Dispute Resolution Procedure set out in Clause 39.

3 DISCUSSION OF QUARTERLY CONTRACT REPORTS AND FINAL RESOLUTION REPORT

3.1 Following the delivery by the Contractor of each Quarterly Contract Report, the Parties shall meet to discuss its contents within 10 Business Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

3.2 Following the delivery by the Contractor of the Final Reconciliation Report, the Parties shall meet to discuss its contents within 10 Business Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

4 KEY SUB-CONTRACTORS

4.1 The Contractor shall, if requested by the Authority, provide (or procure the provision of) a report or reports including the level of information set out in the Financial Reports in relation to the costs and expenses to be incurred by any of its Key Sub-Contractors.

4.2 Without prejudice to Paragraph 1.1 of Part C, the Contractor shall:

- (a) be responsible for auditing the financial models/reports of its Key Sub-Contractors and for any associated costs and expenses incurred or forecast to be incurred; and
- (b) on written request by the Authority, provide the Authority or procure that the Authority is provided with:
 - (i) full copies of audit reports for the Key Sub-Contractors. The Authority shall be entitled to rely on such audit reports; and
 - (ii) further explanation of, and supporting information in relation to, any audit reports provided.

PART C: Audit Rights

1 AUDIT RIGHTS

1.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Contractor and/or its Key Sub-Contractors of the Contractor's obligations under this Agreement, including for the following purposes:

- (a) to verify the integrity and content of any Financial Report;
- (b) to verify the accuracy of the Charges and any other amounts payable by the Authority under this Agreement (and proposed or actual variations to such Charges and payments);
- (c) to verify the Costs (including the amounts paid to all Sub-Contractors and any third party suppliers);
- (d) to verify the Certificate of Costs and/or the Open Book Data;
- (e) to verify the Contractor's and each Key Sub-Contractor's compliance with this Agreement and applicable Law;
- (f) to identify or investigate actual or suspected fraud, 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 Contractor of the purpose or objective of its investigations;
- (g) to identify or investigate any circumstances which may impact upon the financial stability of the Contractor, the Guarantor and/or any Key Sub-Contractors or their ability to perform the Services;
- (h) to 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;
- (i) to review any books of account and the internal contract management accounts kept by the Contractor in connection with this Agreement;
- (j) to 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;
- (k) to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (l) to verify the accuracy and completeness of any Management Information delivered or required by this Agreement;
- (m) to review any Performance Monitoring Reports and/or other records relating to the Contractor's performance of the Services and to verify that these reflect the Contractor's own internal reports and records;
- (n) to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (o) to review the accuracy and completeness of the Registers;
- (p) to review any records created during the design and development of the Contractor System and pre-operational environment such as information relating to Testing;

- (q) to review the Contractor's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
 - (r) to review the Contractor's compliance with the Standards;
 - (s) to inspect the Authority Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date; and/or
 - (t) to review the integrity, confidentiality and security of the Authority Data.
- 1.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Contractor has not complied with its obligations under this Agreement, the Authority may not conduct an audit of the Contractor or of the same Key Sub-Contractor more than twice in any Contract Year.
- 1.3 Nothing in this Agreement shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Contractor and/or any of the Key Sub-Contractors for the purposes of and pursuant to applicable Law.

2 CONDUCT OF AUDITS

- 2.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 2.2 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-Contractors) in relation to each audit, including:

- (a) all information requested by the Authority within the permitted scope of the audit;
- (b) reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
- (c) access to the Contractor System; and
- (d) access to Contractor Personnel.

- 2.3 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services against the applicable Performance Indicators at a level of detail sufficient to verify compliance with the Performance Indicators.

- 2.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 Business Days' notice of its intention to conduct an audit.

- 2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 2, unless the audit identifies a material Default by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

3 USE OF CONTRACTOR'S INTERNAL AUDIT TEAM

- 3.1 As an alternative to the Authority's right pursuant to Paragraph 1.1 to exercise an audit either itself or through its Audit Agents, the Authority may require in writing that an

audit is undertaken by the Contractor's own internal audit function for any of the purposes set out in Paragraph 1.1.

- 3.2 Following the receipt of a request from the Authority under Paragraph 3.1 above, the Contractor shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Authority has unfettered access to:

- (a) the resultant audit reports; and
- (b) all relevant members of the Contractor's internal audit team for the purpose of understanding such audit reports.

4 RESPONSE TO AUDITS

- 4.1 If an audit undertaken pursuant to Paragraphs 1 or 3 identifies that:

- (a) the Contractor has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Contractor to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;
 - (b) there is an error in a Financial Report, the Contractor shall promptly rectify the error;
 - (c) the Authority has overpaid any Charges, the Contractor shall pay to the Authority:
 - (i) the amount overpaid;
 - (ii) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Contractor; and
 - (iii) the reasonable costs incurred by the Authority in undertaking the audit,
- the Authority may exercise its right to deduct such amount from the Charges if it prefers; and
- (d) the Authority has underpaid any Charges, the Contractor shall not be entitled to increase the Charges paid or payable by the Authority.

Schedule 14
CONTRACT MANAGEMENT PROVISIONS

1. INTRODUCTION

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

2. MANAGEMENT OF THE SERVICES

- 2.1. The Contractor and the Authority shall each appoint delivery managers for the purposes of this Contract through whom the Services shall be managed day-to-day and each shall notify the other of the identity of its delivery manager.
- 2.2. Each Party shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Schedule 14 (Contract Management Provisions) can be fully realised.

3. CONTRACT PERFORMANCE REVIEWS

- 3.1. The Contractor shall work with the Authority to establish and maintain an effective and beneficial working relationship and to ensure the Contract is delivered to at least the minimum required standard as specified in Schedule 1 (Specification).
- 3.2. The Authority will conduct regular formal Contract Performance Review Meetings ("CPRs") at a frequency (usually monthly) determined by the Authority from time to time to monitor, measure and review the Contractor's performance.

- 3.3. The objectives of the CPRs shall be to manage this Contract and shall include but not be limited to:

- 3.3.1. reviewing the performance of the Contractor against the Performance Indicators set out in Schedule 4 (Performance Levels), the Service Levels in Schedule 19 (Contractor's Technology Solution) and conformance by the Contractor to all other standards and policies set out elsewhere in this Contract;
- 3.3.2. monitoring the Contractor's compliance with its obligations under this Contract;
- 3.3.3. reviewing Performance Improvement Plans;
- 3.3.4. agreeing any changes to this Agreement, which have been raised through the Change Control Procedure as detailed in Schedule 6 (Change Control Procedure);
- 3.3.5. reviewing the Specification set out in Schedule 1 and the Contractor's Solution set out in Schedule 15 of this Contract;
- 3.3.6. resolving operational and contractual problems, which may have been raised using the Dispute Resolution Procedure as detailed in Clause 39 of this Contract or through agreed operational routes; and
- 3.3.7. transferring and exchanging information as required to ensure that all business needs are met.

- 3.4. CPRs shall be held between the Authority and the Contractor to discuss issues related to the objectives described in Paragraph 1.3 to this Schedule 14 (Contract Management Provisions) and any other relevant business. An agenda shall be produced by the Authority and agreed by the Contractor.

- 3.5. The Contractor shall supply all information requested by the Authority for the purposes of conducting the CPRs.

- 3.6. The Contractor shall provide suitable representatives with the necessary authority to consider service performance and to ensure that any issues impacting the Authority are surfaced and resolved.
- 3.7. The Authority shall make, retain, and distribute a record of the meetings.
- 3.8. Each party reserves the right to change its nominated representative(s) with staff of the appropriate authority and responsibility and shall notify the other party as soon as practicable of any changes.

4. COMPLIANCE MONITORING

- 4.1. The Authority will undertake Compliance Monitoring evidence-based checks at a frequency determined by the Authority from time to time to;
- 4.1.1. identify if the Contractor is adhering to the Contractor's Solution set out in Schedule 15 of this Contract; and
 - 4.1.2. sample Participant records held by the Contractor for evidence of eligibility; and
 - 4.1.3. confirm whether Participant engagement is in line with the Specification as detailed in Schedule 1 of this Contract and the Contractor's Solution in Schedule 15; and
 - 4.1.4. observe a range of activities, including recruitment processes and ITT provision at the Contractor's and Sub-Contractors' premises.
- 4.2. The Authority will specify the location where such checks will take place.
- 4.3. The Contractor shall supply all information requested by the Authority and must make available the Contractor's systems for inspection.

5. CONTRACTOR'S SYSTEM ASSURANCE

- 5.1. The Contractor shall comply with the Authority's requirements for Contractor's Systems Assurance as described in this Paragraph 5.
- 5.2. The Contractor shall have systems in place to
- 5.2.1. detect and prevent duplicate Charges;
 - 5.2.2. prepare and submit accurate, valid, supported, timely Charges;
 - 5.2.3. monitor, record and manage Participant movement through the Programme;
 - 5.2.4. ensure that Participant eligibility evidence is collected to support the Charges;
 - 5.2.5. identify Participants who have left the Services through withdrawal or deferral to prevent over Charges;
 - 5.2.6. carry out effective monitoring of Sub-contractors; and
 - 5.2.7. respond to PIPs, Compliance Monitoring and Contractor Assurance Reviews ("CARs") with an appropriate action plan.
- 5.3. The Authority will undertake Contractor Assurance Reviews ("CARs") at a frequency determined by the Authority from time to time to provide the Authority with an assurance that payments to the Contractor are in accordance with the Authority's requirements and HM Treasury policies, that public funds are protected and that value for money has been obtained.
- 5.4. The objectives of the CARs shall be to review the Contractor's internal control systems related to
- 5.4.1. Governance Arrangements – Contractor's systems for tracking and reporting performance including anti-fraud measures
 - 5.4.2. Service Delivery – Contractor's systems for starting, ending and moving Participants through the Programme including withdrawals and deferrals

Teach First Response – TQ-1.1

1.1	Overarching Delivery Method (5%)
Please set out your approach and strategy for the delivery of the HPITT Programme demonstrating how you will meet the Service requirements set out in paragraphs 3 – 9 and 18 of the Specification. Your response should cover the following criteria and include supporting evidence and rationale to support the response: 1) An overarching delivery method that meets the Service requirements and the supporting rationale for that delivery method. It should include a clear account of the roles and responsibilities of all organisations, including those of supply chain partners; 2) Details of any proposed Technology Solution that will be used to deliver the Services, including a solutions diagram*; 3) A complete description of the Participant journey throughout the recruitment period and the two-year Programme (including a process map**); 4) Names and details of any proposed supply chain partners that you intend to use for delivery of the HPITT Programme. Where these partners have not yet been formally appointed please provide a provisional list and provide assurance that you will be able to secure the supply chain proposed and that they will have the capability and capacity to successfully support you to deliver the Programme, (responses should include names and details as requested and not simply a list or commentary on those elements of the Services that the Tenderer intends to subcontract). *The solutions diagram will not contribute towards the word count and can be provided as additional annex **The process map can be embedded as a graphic within your response. The words in the process map graphic will not contribute to the word count, however any detailed supporting or explanatory text should be included in the main body of the response and will count towards the word count. Please upload as Annex A a list of named proposed supply chain partners using the template provided in Jaggaer. Please note that Annex A should include any and all proposed supply chain partners, even if these are provisional. Please name this document as follows:	

- 5.4.3. Claim Procedures and Payment – Contractor's systems to support claims for payment, including appropriate segregation of duties
- 6. PERFORMANCE RECORDS**
- 6.1. The Contractor shall keep appropriate documents and records (including but not limited to Participant eligibility records, attendance sheets, training records, complaints received) in relation to the Services being delivered. The records and documents of the Contractor shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 6.2. In addition to the requirement in Paragraph 5.1 to maintain appropriate documents and records, the Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Contractor both before and after the Service Commencement Date.
- 7. PROGRAMME EVALUATION**
- 7.1. The Contractor shall co-operate fully with any evaluation of the Programme that is undertaken by the Authority or a third party acting on behalf of the Authority. This may include but not be limited to:
- 7.1.1. access to Participant and Sub-Contractors' contact details and records; and
- 7.1.2. visits and interviews with Participants and Contractor Staff.
- 8. STRATEGIC MARKETING MEETINGS**
- 8.1. The Contractor shall attend Quarterly Strategic Marketing meetings with the Authority to discuss marketing strategy and planning and shall provide suitable representatives with the necessary responsibility and authority for such meetings.

HPITT Annex A [Your company name] (e.g. ABC Ltd)

Please upload as **Annex B** a document containing signed declarations on letter headed paper for each proposed supply chain partner who will deliver a significant element of the Service, confirming agreement to their proposed involvement. (The Authority will consider a significant element to be the provision of Services with a value that exceeds 10% of the forecast cost base for the Contract). These organisations will be listed as Key Subcontractors in Schedule 7 of the Contract.

Please name this document as follows:

HPITT Annex B [Your company name] (e.g. ABC Ltd)

A response to this question is limited to 1750 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.

Note: Format requirements and word limits do not apply to Annex A and Annex B.

Teach First Response [1750 words]:

Our strategic approach includes:

- Proven model with innovations informed by the best research
- Attracting participants committed to fair education for all
- Selection focused on placing teachers in disadvantaged schools
- Knowledge-rich, sequenced curriculum aligned with Teachers' Standards, tailored to teaching in schools serving disadvantaged communities
- Academic rigour, training teachers to test and share ideas
- Support from Ambassadors (previous participants) and membership of a thriving community.

Over 18 years, our HPITT model has supported 10,000+ participants to become highly skilled teachers and emergent leaders. The Teach First brand attracts candidates into teaching who would not otherwise enter the profession: between 2011 and 2017, only 1 in 4 unsuccessful applicants undertook other ITT routes (DfE analysis, 2018).

Our teachers are more likely to remain in schools serving disadvantaged communities. 92% of participants starting in school achieved QTS and completed their NQT year (Teach First data, averaged 2008-18). This is above the 91% sector average (DfE data, 2018).

- 99% of our 2018 cohort who gained QTS achieved 'Good' or 'Outstanding'
- 98% of 2019s who completed were recommended for QTS
- Our teachers are seven times more likely to progress into leadership early in their careers (Allen, 2016)
- 88 Ambassadors are Headteachers, 414 senior and 1,758 middle leaders

1.1.1 Overarching delivery method

The Authority will benefit from Teach First's in-house expertise, relentless commitment to continuous improvement, powerful brand, and nationwide school relationships.

Our new model uses the ITT Core Content Framework and Carter Review, integrating subject development and linking theory and practice to provide a high-quality Programme benefiting schools serving disadvantaged communities throughout England. Building on our existing in-house Programme, we will satisfy the Authority's requirement for scale, reach and implementation with fidelity.

The Authority can be confident in our proposed model. We currently lead Programme design and sub-contract subject/phase development. In our new model, we will recruit in-house experts to design and deliver the subject-focused Programme, ensuring our teachers access a knowledge-rich, rigorous curriculum. As with other employment-based models, the design, implementation and delivery is in-house, whilst sub-contracted Universities will validate and award the PGDE and provide student support for postgraduate study.

The participant's journey begins with recruitment, selection and placement, including suitability to teach checks. Using strong branding and audience-segmented marketing, we will recruit the brightest and best graduates and career changers, placing them in England-wide primary and secondary schools and early years settings with high numbers of deprived and low attaining pupils.

Through our National Allocation Strategy, we will enlist the most eligible schools, placing participants in any subject right across the country, even in the hardest to reach communities.

Participants prepare for school in September by undertaking Summer Development. Once in school, they undertake research-led, blended learning, receiving in-person support from Practice Development Leads (DL) and online support via Subject DLs. After Year 1, the participant is recommended for QTS and in Year 2 is awarded a PGDE by the Academic Awarding Institution (AAI), with the option of gaining a full Master's.

From 2022, Programme delivery will be **digital, blended learning**, integrating ITT and leadership content and combining online guided learning with in-person training and instructional coaching. This will challenge participants (Gulc, 2006), consolidate learning and enable flexible access to training (Lai et al., 2016). We will motivate participants to learn, seek support (Linder, 2015), and develop networks. Increased use of digital will enable sophisticated reporting for monitoring and managing performance.

New for 2022:

- **Flexible, accessible preparation phase**, Summer Development, to attract greater breadth of graduates and career changers
- **Coherent, sequenced curriculum** offering accelerated development, building on the ITT core content curriculum
- **Smaller, more frequent assessments and different modes of submission**; accelerating progress, reducing workload and improving retention
- **New Subject DL** role providing subject-specific training and instructional coaching. Subject-specific development has greater impact on pupil outcomes than generic CPD (Cordingley et al 2015)
- **National Allocation Strategy** removing geographical limitations, to offer secondary subjects in all regions, responding to school demand
- **Enhanced School Mentor development**, with formal accreditation aligned to Early Career Framework (ECF) mentoring framework.

Roles and Responsibilities

Teach First	• Attract, recruit and place participants in schools needing them most • Participant onboarding and preparation • Design and deliver integrated ITT and Leadership curriculum • Participant development and support • Recruit and train DLs (practice/subject) and School Mentors • Recommend QTS • Ensure compliance • Award PGDE and optional Master's • Train Teach First subject staff
Academic Awarding Institutions (sub-contracted)	
School Mentors	• Selected by placement school against Teach First criteria • Work closely with DLs to ensure participant progression

1.1.2 Technology Solutions

Use of digital technologies will enhance customer experience, delivering excellent outcomes and value for money (Appendix 1). We have secured discounts on low-cost software prices. Our data is secure: with Cyber Essentials Plus accreditation and future ISO 270001 re-accreditation. Data during transit and at rest is encrypted to best practice standards using encrypted storage devices. Our current systems-refresh programme will ensure services meet accessibility standards and assistive technologies.

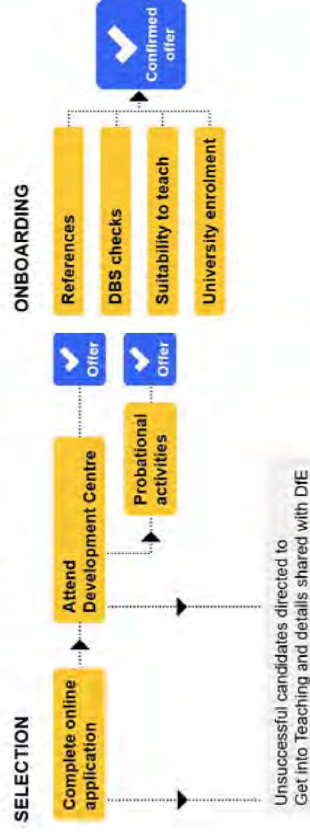
Programme area	Technologies
Underpinning infrastructure	Salesforce – cloud-based CRM software – creates processes and stores customer data centrally, reducing administration and improving efficiency. Microsoft 365 securely stores, organises and shares Programme information. Microsoft Azure (UK hosted) and Amazon S3 (Ireland hosted) enable secure cloud hosting. Candidates will access Programme information via the Teach First website, built with Drupal 8.9.3 (UK hosted) moving to Drupal 9 mid-2021. The candidate portal (linked to Salesforce), developed using .Net framework 4.8, allows candidates to apply, provide references and personal information. Versions will be updated under 2021 systems-refresh programme. Salesforce Marketing Cloud creates and manages marketing relationships/campaigns, providing personalised, coherent customer experiences at scale. Qualtrics hosts the candidate selection Situational Judgement Test.
Attraction and recruitment	Delivered using two portals hosted by Acquia (Drupal) Cloud and integrated to Salesforce: • My Teach First – central access point to learning technologies for participants and Mentors • School Portal, developed using Drupal 8.9.3, for school placement requests, manages placement and Mentor allocation. Agile approach to recruitment, placement and delivery will be supported through PowerBI business analytics providing real-time interactive visualisations of progress. Data is managed through a Data Management Layer and Learning Record Store, using PowerBI and Salesforce, tracking performance and reporting KPIs. My Teach First integrates blended learning tools: • Brightspace – virtual learning management system • Iris Connect – school-based video observation • Powerful Action Steps – guides teachers and Mentors in targeted developmental steps • Microsoft Teams – video coaching/content delivery • Calendly – scheduling tool for participants and DLs • Freshservice – IT Helpdesk ticketing system.
Customer journeys for candidates, participants and schools	
Monitoring participant engagement and progress	
Delivering high-quality blended learning to participants regardless of geography	

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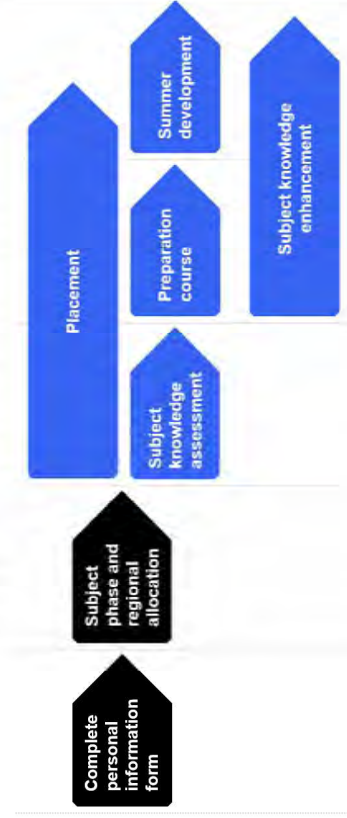
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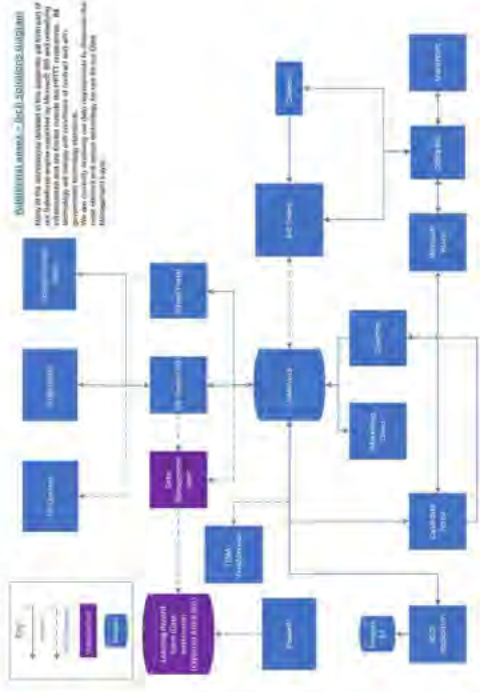
Recruitment overview



Preparation and placement



Additional answers – JEEB solutions diagram



To enhance participant experience progress and impact, Teach First will lead Programme design and delivery, insourcing some activity currently sub-contracted.

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LIST OF PROPOSED SUPPLY CHAIN PARTNERS – TEACH FIRST

Annex A

Name of the organisation involved in service delivery	Nature of relationship with the Potential Supplier (e.g. Sub-contractor, partner, other)	Nature of the Services being delivered	Geographical Coverage	Percentage of the Services being delivered
Redacted	Sub-contractor	• Validate and award PGDE • Academic writing support • Train Teach First staff	Multiple – all 9 regions across England	Selected sub-contractor will deliver c. 6% of total contract value
Redacted	Sub-contractor	• Validate and award PGDE • Academic writing support • Train Teach First staff	Multiple – all 9 regions across England	Selected sub-contractor will deliver c. 6% of total contract value

1.2	Attraction (14%)
Please set out your proposed communications and marketing strategy to attract Candidates to the Programme, and demonstrate how you will meet the Service requirements set out in paragraph 4 the Specification. You should structure your answers 1 to 5 using the GCS OASIS framework details of which can be found here. Your response should cover the following criteria and include supporting evidence and rationale to support the response: 1) COMMUNICATION OBJECTIVES Your communication objectives. These should be specific, measurable, achievable, realistic and time bound (SMART) and explain why these are appropriate to the Services; 2) AUDIENCE INSIGHT AND ANALYSIS –Your audience insight and analysis, including identifying your specific target audience (primary and secondary), their motivations, behaviours etc and the size of market and the channels that you propose to use to reach them (including low or no cost marketing activity and use of key sector influencers). You should identify and segment your primary and secondary audiences using relevant segmentation factors. Please include relevant audience insight – such as motivations and barriers for identified segments. You should also outline how you think this audience differs from the audiences targeted by the Authority's wider "Get into Teaching" campaign. 3) STRATEGY - Your communications strategy, including: • the communications channels you will use. • how will you meet your communications objectives (outlined in response to criteria 1) and intended outcomes; • how you will specifically use communications in achieving the aim of recruiting high quality participants in sufficient volumes to the programme; • your strategic marketing proposition based on key audience insight and the brand identity you intend to associate with the programme. Please explain how this brand identity will sit alongside the Authority's wider teaching brand architecture and how you plan to present this relationship so the audience understand from the outset the range of options available to them and why they may choose one over the other; and • how you will ensure the Programme is marketed effectively to compete alongside other prestigious graduate schemes – such as those that appear in the Times Top 100 Graduate Employers list.	

4) **IMPLEMENTATION** – An explanation as to how you will implement your strategy including the key critical milestones for the communications and marketing activity including critical dependencies, and any contingency arrangements.

5) **SCORING/EVALUATION** – An explanation as to how you will measure the impact and effectiveness of your communications and marketing strategy, including how you will measure the number of Candidates passed to the 'Get Into Teaching Service'.
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6) Marketing spend - a detailed breakdown of your proposed marketing spend covering the Mobilisation Period and the Initial Contract Period. This should be separated into financial years and include a brief description line and approximate spend. The total value of this spending breakdown should match what you have included in your Pricing Model. You should also outline the how your planned spending represents value for money.

A response to this question is limited to 3,250 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.

Teach First Response [3,250 words]:

Teach First is a proven recruiter of the best and brightest graduates and career changers into teaching. Through delivering High Potential Initial Teacher Training (HPITT) for the Authority, together we've made teaching an attractive career choice. Becoming the largest UK graduate recruiter, our deep understanding of target markets for graduates and career changers has informed our use of insight-driven, audience-segmented marketing communications. 76% of graduates from top Universities are aware of the HPITT Programme (High Fliers, 2020) and Teach First has remained in the top ten of the Times Top 100 Graduate Employers for a decade, demonstrating a strong brand and competitiveness over other prestigious graduate schemes.

We'll build on our 2020 attraction performance through:

- Continuing to optimise digital marketing and customer relationship management
- Improving candidate journeys from attraction to placement
- Greater partnership working with the DfE to promote teaching as a career choice

This gives confidence we'll attract at least 1,750 quality participants per cohort and inspire many of the 30,000+ candidates for whom the Programme sparks interest to pursue other routes into teaching.

1.2.1 Objectives

Indicative targets build on our 2020 attraction achievements of 9,889 submitted applications and 3,012 offers. Objectives below are for the 2022 cohort, to be updated based on marketplace data.

Objective	Success measure	Rationale
Increase overall appeal of teaching to graduates and career changers - at least 50% of UK undergraduates to have considered teaching by May 2022	- High Fliers survey data – bespoke to measure change in perceptions over time - Get into Teaching registration data	Increasing appeal and positive perceptions of teaching will increase high potential prospects, and benefit Get Into Teaching.
Maintain awareness of HPITT Programme among graduates of leading Universities at over 76% by May 2022	- High Fliers survey data - Career changer survey data - Website traffic - Advert impressions	In 2022 we'll maintain this and focus on quality conversion through the pipeline.
Generate a robust, high-quality pipeline resulting in 1,750 participants in classrooms by 30 September, of whom: 35% teaching priority subjects 60% from Russell Group Universities	- Event attendance - Lead registrations - Opened applications - Submitted applications - Offers	Pipeline management key to our 2022 approach of maintaining high interest levels and increasing candidate quality.
Maximise conversion rate: - Submitted applications - April 2022 - Offers - May 2022 - Start 2022 Programme 21.9% conversion from submitted application to starting Programme	- Opened > submitted application - Submitted application > Development Centre - Development Centre > Offer - Offer > Starting Programme	Focusing attraction strategy on quality candidates and driving improvements in candidate journey will increase conversion rate for submitted application > starting Programme from (2020) to (2022).

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1.2.3 Strategy

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1.2.4 Implementation

Our successful attraction strategy is driven by the Programme's reputation in target markets, with 9,889 applications submitted and 3,012 offers made (2020 Programme).

We'll build on this success to recruit at least 1,750 high potential participants annually through:

- **Improved digital marketing** – we've brought new skills into the charity and changed third-party suppliers to improve effectiveness of our digital marketing
- **Improved pipeline conversion** – during 2021, we'll invest further in our customer relationship management platform, and tailor interventions at every stage of the candidate journey

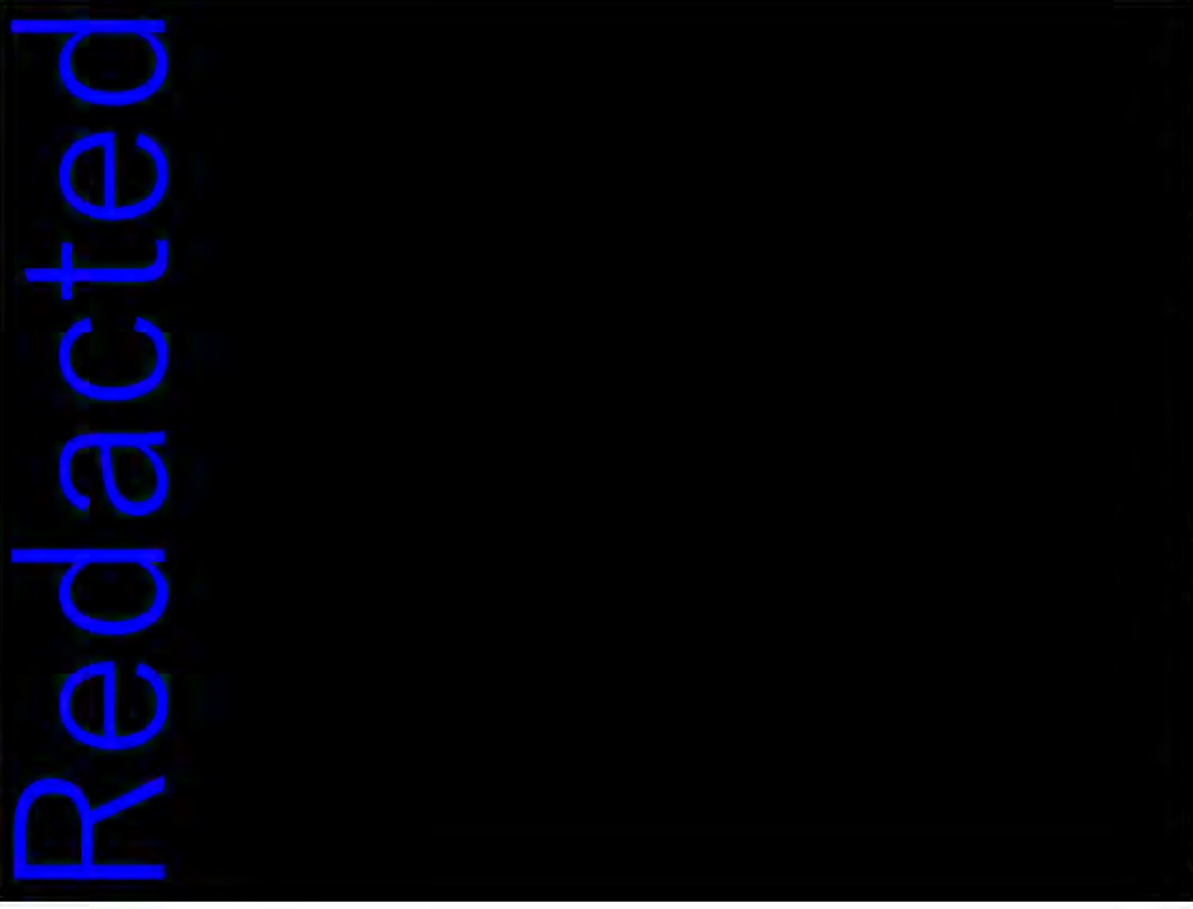
We'll limit risk through staged attraction targets at key points annually and monitor progress through a real-time data dashboard, allowing swift action and reallocation of resources in the event of underperformance.

Strategy delivery (timelines for 2022 cohort; we'll repeat/optimize cycle for future years)

Sub campaign	Detail	Time period	Critical milestone
Summer recruitment	Sourcing of early applicants, including via our database of leads Digital-heavy campaign due to Universities being closed and disparity of career changers	Contract award-August 2021	Setting of summer recruitment KPIs to inform campaign creative and targeting
Campaign launch	2021/22 recruitment campaign launch	August-September 2021	2020/21 campaign evaluation Design/development of 2021/22 annual campaign
Milkround	High-intensity sourcing of graduate segments Aligned with return to University and Fresher's Week	October-November 2021	Planning of integrated digital and in-person activity Design/deployment of suite of events
Career changer focus	Increased digital provision for career changers	October-December 2021	Integrated channel plan for career changers and graduates, ensuring complementary campaigns

New Year campaign	Focused on career changer audience and their appetite for change	January-February 2022	Creation of hero content to appeal to this audience
High-Fliers	High visibility campaign at Universities across UK (integrated digital and in-person)	January-February 2022	Creation of high-visibility installation
Deadline	2022 application deadline announced externally one month before close	Spring 2022	Deadline set; all collateral updated with deadline
Ongoing monitoring and optimising	Review campaign elements to optimise (e.g. increase budget for high-performing channels) and implement new tactics	Monthly/fortnightly/weekly	Reporting framework created

1.2.5 Scoring/evaluation



Redacted

1.2.6 Spend

Redacted

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[End of Response]

Teach First Response – TQ-1.3

1.3 Participant Recruitment and Selection (13%)

Please set out your approach to the recruitment and assessment of Candidates demonstrating how you will meet the Service requirements set out in paragraph 5 of the Specification

Your response should cover the following criteria and include supporting evidence and rationale to support the response:

1. How you will recruit and select eligible Candidates including how your process aligns with the requirements in the [ITT Criteria and Supporting Advice](#) and will ensure that Candidates meet the required entry criteria for ITT;
2. How your selection process will ensure that Participants are suitable to: train to teach; develop the skills, behaviours and resilience needed to succeed as teachers; and have a positive impact on the educational outcomes of disadvantaged pupils;
3. A description of how you will ensure that you meet the requirement to deliver 1,750 Participant starts on the Programme by 30 September 2022 and 1,750 starts by 30 September 2023 as part of this please set out the minimum number of Candidates that you would need to attract in order to achieve the target number of Participant starts;
4. Your approach to maximising the conversion of Candidates into Participants on the Programme;
5. How you will ensure that at least 60% of Participants are from Russell Group universities;
6. How you will ensure that at least 90% of Participants have a 2:1 or higher degree classification; and
7. How you will ensure alignment with and successful delivery of the Authority's subject specific recruitment targets in differing priority subjects.
8. Please explain how you will tailor your recruitment approach to meet the needs of different types of Candidates (e.g. career changers versus new graduates).

Please upload as **Annex C** (using the template provided in Jaggaer) your recruitment pipeline to illustrate the proposed flow of Candidates through the recruitment and selection process.

Please name this document as follows:

HPITT Annex C [your company name] (e.g. ABC Ltd)

A response to this question is limited to 2250 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.

Note: Format requirements and word limits do not apply to Annex C

Teach First Response [2,246 words]:

Teach First has a strong track record of encouraging the brightest and best to teach in low-income areas (High Fliers) and proven capability to recruit at scale at a competitive cost per hire. We have a powerful brand, experienced Recruiters who have strong and established relationships within target markets, and a leading, evidence-based selection approach. We've ranked in the top ten of the Times Top 100 Graduate Employers annually since 2008. Our innovative approach to recruiting career changers and young professionals has grown their intake from 394 in 2018 to 526 in 2020.

This competitive positioning will be vital during the economically uncertain years ahead, allowing us to recruit high volumes and high quality.

We will do this through:

- **Digital innovation:** we piloted virtual selection during Covid-19 with 96% candidate satisfaction
- **Priority subject focus:** established partnerships with Amazon, Bloomberg and Rolls Royce will increase volumes in shortage subjects
- **Matching schools and recruits:** our new national allocation strategy, 18 years' rich data on local school need and technology to match candidate preferences with regionalised school demand
- **Tailored journeys for career changers and graduates:** dedicated recruitment teams focus on our audiences' needs, supported by innovations like **digital work experience** (Insights programme) with capacity for over 600 University students and career changers
- **Improving pipeline efficiency:** we reduced cost per hire over the last two years from £4.9K to £2.6K, against an industry average of £4.7K (Institute of Student Employers 2020), whilst maintaining strong networks to access high-potential candidate pools (e.g. Russell Group University stakeholders)
- **Postcode intelligence** for all English postcodes: We can check candidates are in suitable locations or can relocate to schools at the start of the application process. This will support candidate retention.

We will add further value through:

- 10,000+ national **Ambassador (alumni) Network** directly supporting recruitment efforts
- Proven **priority subject** focused activities, e.g. STEM Work Experience

1.3.1 Recruitment and selection

To recruit and select at least 1,750 high-potential participants annually we will:

1. **Attract the best and brightest graduates and career changers**, through:
 - a. A communications strategy targeted at high-potential candidate pools to attract candidates and raise the profile of the teaching profession
 - b. A corporate network adding prestige to the brand, especially in STEM subjects
 - c. Relationship building with high-potential candidates and leading Universities
 - d. Structured support for career changers to translate professional experiences to teaching and allaying practical barriers (e.g. location, salary)

We received almost 10,000 applications for our 2020 cohort.

2. **Identify, select and develop those most likely to excel in challenging schools** through a robust predictive selection model (see 1.3.2), informed by 18 years' data
3. **Maximise conversion of applicants**, through development (e.g. STEM Top Up course) and support (e.g. pre-Development Centre workshops), informed by local intelligence on school need
4. **Focus on priority subjects earlier** in cycles to identify the best priority subject candidates before other graduate recruiters, offering them additional support at every recruitment stage
5. **Build a future talent pipeline** through our partnerships, taster days and digital work experience (see 1.3.3)

Recruitment will be smooth, compelling, and developmental for candidates. Our recruitment stages are:

- Attraction
- Application
- Development Centre
- Offer
- Onboarding

New in-house application and onboarding processes will ensure ITT entry requirements are met seamlessly, increasing candidate retention.

Entry criteria	Assessment
GCSE Grade 4 equivalent in Mathematics and English (plus Science for Primary teachers)	• Application screening
Fundamental English proficiency	• Application screening • Development Centre tasks
Fundamental Mathematics proficiency	• National Numeracy Challenge

Degree from UK Higher Education Institution	• Application screening • National Recognition Information Centre confirming non-UK degree equivalency to UK degree before offer
Health and physical capacity to teach	• Self-assessment health questionnaire • Referral to occupational health professional where required
Disclosure and Barring Service check	• Record checks against the children's barred list • If candidate has lived overseas, checks undertaken for periods outside UK

We promote equality and diversity: we were an early adopter of blind screening. 47% of the 2020 cohort were first generation University students. 23% were eligible for free school meals and/or Education Maintenance Allowance, whilst 23% are from BAME backgrounds, compared with 19% through other ITT routes.

1.3.2 Ensuring candidate suitability

Our proposed evidence-based selection process offers candidates **support, feedback and development**, adding value to the sector and providing value for money in addition to the selection outcome. It tests candidates':

- **Motivation to teach:** research suggests a close link between motivation to teach and success in teacher training (Carson and Chase, 2009)
- **Skills, behaviours and resilience needed to succeed as teachers and emerging leaders:** we measure ability to respond to feedback, Research suggests novice teachers succeed with opportunities for practice and regular feedback (Allen & Sims, 2018)
- **Ability to thrive in disadvantaged schools:** We use school-based scenarios in our Situational Judgement Test (SJT) and at Development Centre to select those who can thrive in disadvantaged schools. A group case-study tests ability to build relationships with children and adults in intense environments,

Consequently, teachers we recruit are 'much more likely to teach in schools in challenging circumstances', rated by Ofsted as 'Requires Improvement' (Allen et al, 2016b), and seven times more likely to progress to senior positions in early careers than teachers trained through other higher education routes (Education DataLab, 2016).

Phase	Selection methods
1. Application (online; September – April)	- Eligibility checks and academic qualifications - Written answers to competency questions - Situational Judgement Test - Contextual recruitment indicators: factors influencing a candidate's academic success and experience, e.g. refugee status. Supports equality and diversity and enabled us to find 12% (1021) more quality applications in 2019/20.
2. Development Centre (September – May)	Our Development Centre can be held online, in person, at Universities and in schools, ensuring widespread accessibility. The day comprises: 1:1 Interview - Group task to assess behaviours including humility, respect, and interaction - Teaching episode testing skills in planning, organising and adapting to pupil responses; repeated following feedback to assess capacity to improve and ability to explain key concepts – both critical success factors in trainee teacher success - Self-evaluation, testing capacity to reflect and learn. Highly trained assessors (e.g. with QTS) will score candidates against robust performance indicators and offer feedback. Successful candidates receive an offer. Unsuccessful candidates can request feedback aiding development and supporting applications to other teacher training routes. 3,688 candidates attended our Development Centre in 2019/20 with a 96% satisfaction rating.
3. Additional opportunities to demonstrate potential (September – May)	We ask unsuccessful candidates who show promise to complete additional development (e.g. STEM Top Up course). In 19/20 we made 334 offers this way, 134 through STEM Top Up.

4. Pipeline Cultivation (September – June; intensifies January onwards)	We will intensify post-offer support (see 1.3.4) as high-potential graduates typically hold multiple job offers before choosing which to accept.
5. Pre-placement readiness to teach (September – June; intensifies January onwards)	We offer a comprehensive, research-informed preparation package, tailored to candidates' development needs, plus hardship funds for candidates where finance is a barrier.

1.3.3 Recruiting >1750 participants per cohort

Based on modelling recruitment performance over 18 years, we are confident in achieving the following (Annex C) for the 2022 and 2023 cohorts:

- Registrations
- Applications submitted
- Candidates attend Development Centre
- Offers made
- Start in school in September

At all stages, where candidates are unsuccessful or choose not to progress, we will share candidate details with the Authority systematically. This will allow the Authority to easily communicate to already invested candidates about other teaching routes and will add additional value to Get Into Teaching.

Precise month-by-month targets and real-time monitoring allow us to adapt marketing to reach specific subjects, locations or demographics. We will create urgency by setting deadlines. For example, a Spring application deadline set in 2020 generated more applications than any day in the Programme's history: a 45% increase on comparable deadline volume in 2019.

We will assure recruitment of specific demographics/subjects through:

- Strategic partnerships: we attract computer science graduates and outplaced career changers to teach STEM subjects, and 10th STEM post-offer cultivation events with
- Insights programmes: digital work experience for first-year students and career changers and STEM Internships for penultimate-year students (over 400 undergraduates in 2019/20)
- Bespoke support for priority subject candidates between offer and programme start including: a named contact for support at any time, STEM-specific cultivation events, regular contact from recruiters, opportunities to network with programme alumni (Ambassadors) and current participants.

1.3.4 Maximising conversion

Our Application Support Team and Process will rank candidates according to their needs and develop bespoke Support Plans to maximise conversion. Activity to maximise conversion will take place throughout a candidate's application journey:

- Pre-application submission call to answer questions and coach candidates on evidencing experience in relation to competencies
- Application workshops, webinars and conference calls
- Support throughout our online application process via video hints and tips
- Pre-Development Centre call to clarify expectations and ensure candidates perform at their best
- Feedback during Development Centre, allowing candidates to demonstrate immediate improvements, mirroring practice on the Programme
- Feedback and support post-offer on strengths and development areas, including
 - Social media content
 - Online forums and panel discussions with Teach First participants, staff, Ambassadors, schools and others
 - Online events, including STEM-specific events with corporate partners like Amazon and Bloomberg
 - Connection with Regional Teams, and within communities where participants will teach
 - One-to-one meetings, events, and phone/video calls with their Teach First Recruiter

We will increase support for those eligible to teach in priority subjects or locations. All priority subject candidates will be RAG rated according to likelihood of starting the programme. All red and amber candidates will have a bespoke support plan. In 2018 we worked with the Behavioural Insights Unit to improve conversion, including streamlining the entire application form. This drew on research showing small changes reduce pipeline friction. During recruitment of our 2019 cohort, our submission rate rose from 16% to 30% in six weeks.

We also maximise conversion by:

- **Selecting for potential** rather than existing skills; this increased offers after Development Centre from 58% in 2017/18 to 82% in 2019/20
- **Investing in candidates' development** as they apply, converting more applicants to participants, e.g.:
 - SJT scores: if candidates' application forms do not meet requirements but their SJT scores are high, they will proceed to next stage. This delivered an additional 175 candidates in 2019/20. Research by York University shows high correlation of SJT scores with success at Development Centre
 - Post Development Centre tasks: candidates narrowly missing a pass may be offered additional development, including STEM Top Up; candidates spend four days upskilling in school before reassessment, delivering 60 additional STEM offers to our 2020 cohort

1.3.5 Ensuring >60% Participants from Russell Group Universities

Our University Recruiters are present at all Russell Group Universities. These relationships take years to build. For example, from 2017-2020 we grew recruitment from **1,000** to **1,500** through strengthening relationships with students and staff, attending high football events, and working with University societies.

In 2020, 67% of our University Recruitment Team's recruits were from Russell Group Universities.

Our Experienced Hire Recruiters work with Russell Group Universities to market the Programme to alumni. They also target career changers and young professionals through headhunting, online events and cultivating networks in their region. Each Experienced Hire Recruiter will support around 100 candidates to start the Programme. Our Experienced Hire cohort has grown from 326 (20%) in 2015 to 526 (31%) in 2020.

1.3.6 Ensuring >90% Participants have 2:1 or higher

We recruit more candidates with first class degrees than any other route: **85%** of 2019 cohort and **88%** of 2020 cohort hold a 2:1 or 1st class degree, compared to **75%** of entrants across all ITT routes in 2019 and 2020 (Teach First data and ITT Census). We will continue to exceed this target through clear marketing, application screening, and management of expected and obtained grades.

1.3.7 Alignment with subject-specific targets

We increased the number of priority subject applications by **150%** from **100** in 2018/19 to **250** in 2019/20. In 2020 **100%** of participants were in Mathematics and **100%** were Science. The equivalent figures for all ITT routes were 7% and 11%.

To deliver the target of at least 600 participants (or 34% of cohort if higher) linked to priority subjects, we will build on our track record and deliver a differentiated recruitment approach by subject, including subject-specific:

- Marketing campaigns with a focus on STEM
- Undergraduate development courses
- Application support
- Opportunities to develop potential during selection stages e.g. STEM Top Up
- Post-offer cultivation events with corporate partners
- Programme preparation opportunities e.g. Subject Knowledge Assessment and recommendations to undertake Subject Knowledge Enhancement courses

We will maintain a high selection bar for all subjects and phases. We will move this upwards where we identify high candidate demand, allowing us to select the best and brightest in each subject.

1.3.8 Tailored recruitment approach

We will differentiate our recruitment for career changers and new graduates through:

- **Marketing and communications**, with insight-driven, tailored messages for each audience
- Two distinct specialist teams, providing personalised candidate support:
 - **University Recruiters**, each assigned Universities to work with, targeting undergraduates (peak recruitment period: September-December annually)
 - **Experienced Hire Recruiters**, using local labour market knowledge and networks in different regions to target career changers (peak recruitment period: January-March)
- **Differentiated events**:
 - Weekend and evening events for career changers and recent graduates
 - On-campus events, including careers fairs, for undergraduates
- **Weekend Development Centres** offered for career changers, and on-campus **Development Centres** for many undergraduates
- **Bespoke post-offer support** for each audience e.g. childcare and relocation support for career changers.

[End of Response]

	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22
Applications	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
Offers*	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
Acceptances**	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
Applications	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
Offers*	800*	800*	800*	800*	800*	800*	800*	800*	800*	800*	800*	800*
Acceptances**	550*	550*	550*	550*	550*	550*	550*	550*	550*	550*	550*	550*

*Cumulative from previous May

**Number of offers minus all candidates who have declined, withdrawn, or had their offer rescinded (i.e. number of starters)

Teach First Response – TQ-1.4

1.4 Initial Teacher Training (14%)

Please set out your approach to the Initial Teacher Training (ITT) element of the Programme demonstrating how you will meet the Service requirements set out in paragraph 6 of the Specification.

Your response should cover the following criteria and include supporting evidence and rationale to support the response:

- 1) Your proposal for delivering the ITT element of the Programme with rationale to demonstrate that this is appropriate for this Programme;
- 2) Please indicate which organisation(s) will deliver the ITT elements of the Programme and how you will ensure sufficient ITT capacity and flexibility to meet the requirements. If you propose to use supply chain partners for the ITT element, please set out your planned approach to selecting partners and developing partnerships;
- 3) Full details of the roles and responsibilities of all the parties involved in delivery of the ITT element, including who will recommend Participants for the award of QTS with rationale to demonstrate that this is appropriate for this Programme;
- 4) How you will ensure that the accredited ITT provider(s) who is responsible for recommending Participants for the award of QTS are Good or above as defined by Ofsted and that provision is compliant with the ITT Criteria and Supporting Advice and the ITT Core Content Framework (2019) and enables Participants to meet the Teachers' Standards;
- 5) How you will ensure that all Participants are equipped to work as unqualified trainee teachers when they start the Programme with rationale to demonstrate that this is appropriate for the Programme;
- 6) How you will facilitate subject knowledge enhancement (SKE) for Participants where required prior to their commencement of ITT; and
- 7) How you will ensure that at least 90% of Participants achieve QTS by the end of the Programme.

A response to this question is limited to 3250 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.

Teach First Response [3246 words]:

The Training Programme accelerates participant progress from novice to expert, enabling participants to improve pupil achievement and become part of, and lead, networks delivering improvements at classroom, school and system level.

Teach First has an excellent record of ITT delivery. In our most recent inspection (2015) Ofsted rated ten of the twelve partnerships as 'Outstanding'. By contrast, less than 50% of ITT partnerships were 'Outstanding' (Ofsted Annual Report, 2017/18).

We aim to ensure the best and brightest graduates and career changers benefit from world-leading, evidence-based training, to transform education in schools that need them most. The curriculum will combine academic rigour with developing the skills required of a novice teacher. Increased flexibility and a blended approach will attract and retain more talented participants, accelerating them to expertise.

Our model will build on the increased use of technology for our 2019 and 2020 cohorts, necessitated in part by Covid-19. This resulted in excellent satisfaction rates: 89% of 2019 participants (2020) and 89% of Mentors (2020) were satisfied or very satisfied with the quality of our ITT. Our 159 experienced Development Leads – Teach First's expert Teacher Educators – will provide tailored online and in-person support to participants.

We will work closely with schools to deliver an aligned curriculum of school-based teaching practice and academic development. There will be a new, precise focus on the development of subject/phase expertise, with all development applied within the subject context.

Teach First will be the accredited ITT provider for the programme and will design all elements of the curriculum to improve programme alignment, consistency and efficiency.

1.4.1 Proposal for delivering ITT

Our ITT programme will be delivered in England and is driven by the following curriculum principles:

- Sequenced and integrated, with significant components interwoven to create a cognitive framework and place elements into long-term memory (based on Rosenshine's Principles of Instruction)
- Research- and evidence-informed
- Grounded in science of learning

- Focused on developing beginner teachers, teaching in challenging contexts, serving pupils from disadvantaged backgrounds
- Adaptive and responsive to learners, changing educational contexts and new research

The ITT programme will provide:

- A coherent curriculum, integrating subject, phase and leadership training, to achieve a common ambition and vision
- A blended and flexible approach, combining online guided learning with virtual and face-to-face training and coaching to ensure the programme meets needs of both recent graduates and career changers
- Sequenced and interconnected modules integrating theory and practice
- Assessment methods which develop participants' practice, focusing participants on the most important knowledge and skills
- A curriculum that engages with and applies theory, research and evidence
- A curriculum fully integrated with the Initial Teacher Training Core Content Framework (ITTCCF) and aligned with, and complementing, the Early Career Framework
- Evidence-informed whole-child development input to improve participant understanding of how to support pupil's social, emotional and non-cognitive development to enhance learning.

Redacted

Redacted

Redacted

Redacted

The key components of our ITT delivery model are:

Preparation (Spring – September annually)

- Subject Knowledge Assessment (SKAs)
- Subject Knowledge Enhancement (SKE) as required
- Summer Development: A flexible programme adapted to meet needs of both graduates and career changers, including school-centred learning (SCL), online seminars, self-directed learning, input from subject/phase and practice experts and assessment of progress.

ITT programme (September – August annually)

- Participants employed as unqualified teachers with reduced timetable
- ITT curriculum, mapped to the ITTCCF, delivered through: subject/phase training days, online seminars, self-directed learning, online course content delivered by experts, and instructional coaching and mentoring
- Additional school experiences to ensure broad and rich teaching experience
- Award of QTS
- Transition into Year 2 of the Programme and the Early Career Framework, including optional Summer Project.

We will add value through our unique **support system** – including **mentoring and instructional coaching** – to ensure participants' progress, wellbeing and retention. Practice Development Leads are leading the assessment of participant progress on the existing programme, and this expertise will be brought to the assessment and recommendation of

1.4.2 Organisations delivering ITT elements

As an accredited ITT provider, Teach First will recommend QTS across all English regions. This will ensure a consistently high-quality participant experience, regardless of geography. Alignment of all elements of the programme through curriculum design and training for support roles should improve retention on the programme. Greater coherence with programme principles and consistency of approach by experts will lead to quicker progress for participants (Deans for Impact). As a single ITT provider, we can ensure participant administrative workload is minimised, improving wellbeing and focusing on the most effective assessment approach.

Our blended programme model provides flexibility to ensure all participants can achieve QTS. The combination of virtual and in-person support can be flexed to meet the needs of participants and schools and ensure capacity to deliver the ITT programme.

We will use our expertise in recruitment and admissions processes to further streamline the enrolment process and ensure compliance with ITT criteria. A new Suitability to Teach process aligned to organisational safeguarding and Electronic Data Interchange policies will ensure we meet the needs of schools and participants. This process builds on existing admissions processes, overseen by our internal Suitability to Teach Board with expertise in safeguarding. ITT requirements and school requirements, ensuring participant standards are consistently met. Reasonable adjustments will be applied as required to increase access to the programme for all with the potential to be excellent teachers.

The PGDE provides academic development directly aligned to participants' experience in school and further enhances their progress towards becoming an expert teacher. Through the PGDE, participants interrogate academic research and apply this to their practice.

Validation and award of the PGDE will be sub-contracted to the Academic Awarding Institutions. **Redacted**

Through a rigorous, open tender process, these providers have demonstrated the appropriate capability and capacity. Teach First has strong working partnerships with these Universities which will ensure an effective transition and an outstanding programme of academic development. Both institutions are rated Outstanding in the majority of their ITE provision and have demonstrated high-quality implementation of the ITTCCF, relevant expertise in ITT, and experience working with eligible schools and assessing participants through a practice-based course. Through the tender process the Academic Awarding Institutions have evidenced value for money in their approach.

Two Academic Awarding Institutions will guarantee the PGDE is fully integrated into one coherent curriculum delivered by Teach First, whilst mitigating for the risk of having only one institution providing the academic award. They will prepare participants in the academic methodology for assignments and support the development of our staff to ensure alignment with the academic qualification.

We will collaborate with partner schools to develop School Mentors, inform school-based training, and support alignment with the programme to raise teaching standards and create a self-improving system.

1.4.3 Roles and responsibilities

Roles and responsibilities of all involved in ITT delivery will be set out and agreed through the Programme Partnership Agreement based on the framework below:

	Teach First	Schools
Participant enrolment and preparation	- Suitability to teach and enrolment on QTS programme - Design/assess SKAs - Signpost SKE - Deliver and quality assure Summer Development content	- Provide participants with two-year employment contract - Statutory employment checks - Provide SCL during Summer Development.
ITT Curriculum	- Design/lead teaching modules - Instructional coaching - Face-to-face subject development	- Instructional coaching and mentoring - In-school training aligned to the TF programme and ITTCCF
Progress monitoring	Lead goal/objective setting	Contribute to termly progress reviews

and assessment		
	- Oversee participant progress against the curriculum - Final assessment for award of QTS against the Teachers' Standards	Provide feedback on progress including observations of teaching.
Mentoring	- Ensure effective School Mentors through: - Effective preparation with schools to support appropriate Mentor selection - Quality assurance - High-quality subject/phase specific Mentor Development Programme	- Select Mentors with the appropriate knowledge and skills - Ensure expert mentoring and responsive support - Ensure Mentors undertake CPD
School experiences and compliance	Ensure participants: - Teach across four-year age ranges and understand progression - Teach in at least two schools	- Timetable participants appropriately - Arrange additional school experiences.
Support and retention	- High-quality, responsive participant support and risk tracking - Monitor retention weekly	- Contribute to participant support - Escalate risks to Teach First
QTS	Assess and Award QTS	Input for QTS assessment
PGDE	- Ensure curriculum alignment with academic qualification - Ensure programme contributes towards award of qualification	

We will sub-contract some activities to the Academic Awarding Institutions:

- Enrol participants on the academic qualification
- Provide access to institutional facilities e.g. library