

- Design PGDE assessment aligned with the programme curriculum
- Teach the Methodology unit to develop participants' writing at level 7
- Assess and award the PGDE
- Provide relevant professional development for Teach First staff
- Provide cutting-edge research to inform programme development

The proposed model builds on Teach First's successful track record of partnership with schools to deliver high-quality ITT. Evidence for this includes:

- 93% of Headteachers (2019 HT survey) and 84% of School Mentors (2019 Mentor survey) would recommend Teach First
- 89% of Headteachers (2019 HT survey) and 75% (2020 Mentor survey) of School Mentors are satisfied with Teach First's support
- A survey of 45,000 pupils taught by participants showed 74% of pupils agreed with the statement 'my teacher never gives up on me' and 79% of pupils agreed with the statement 'my teacher sets me challenging work'
- Independent research by Renaissance Learning of 2,000 children taught by Teach First participants suggested they are catching up with their wealthier peers – overtaking 4% of their peers from over 6,000 schools across the country.

1.4.4 Ensuring quality and compliance with frameworks and standards

Our strong track record for ensuring ITT quality was recognised by Ofsted's most recent (2015) inspection, which rated the ITT programme 'Outstanding' in 41 of 48 measures, with the remainder 'Good'.

We have worked closely with the DfE to ensure we provide a high-quality QTS accredited programme and in a Recently Accredited Provider visit in February 2020 we received a positive report with no concerns about provision.

A robust process is in place to efficiently complete ITT compliance checks. We will ensure all participants are assessed as suitable to teach from an academic, fitness and safeguarding perspective through rigorous monitoring and review of participant information against the ITT criteria.

Teach First have engaged extensively with the development of the ITTCCF and the new Ofsted Framework, including participation in a pilot of the framework (February 2020). The pilot gave positive feedback about the Teach First model, particularly Development Leads and the responsiveness of the programme to the needs of participants and schools. The precision of the programme intent was demonstrated through interviews with participants, Mentors and headteachers. Teach First designing and delivering all aspects of ITT will further enhance coherence and fidelity of the programme.

All components of the ITT curriculum will be mapped against the ITTCCF and Teachers' Standards to ensure every element of the framework is fulfilled and developed further through the programme.

Instructional coaching is mapped against the Teachers' Standards to ensure progression towards achieving QTS. Through termly assessment, participants will identify areas of strength and areas to develop to achieve QTS.

By aligning the programme with the ITTCCF and cross-referencing against the Teachers' Standards we will ensure participants become excellent teachers and achieve QTS.

The Partnership Agreement between Teach First, schools, and the Academic Awarding Institutions will set out responsibilities of all parties in meeting the requirements of the ITT criteria and how these will be assured.

Through our rigorous quality assurance, monitoring and evaluation, and working with sector leading academic institutions, we are confident our ITT will remain at least Good in future Ofsted inspections. In the unlikely event of being graded less than Good we will write an action plan to address all areas for improvement, use our excellent working relationships with outstanding ITT providers to rapidly improve provision, and learn from others in the sector to ensure a rating of at least Good in subsequent inspections.

1.4.5 Ensuring participants are equipped to work as unqualified trainee teachers

Summer Development (previously Summer Institute) is a significant preparation phase providing opportunities for learning and practise of classroom skills before participants start in schools. Our preparation strategy is based on what we know are 'gatekeeper' skills for those teaching in schools that serve disadvantaged pupils.

Summer Development will ensure participants have clear concrete steps for their development throughout the summer, based on what we know about how novices become competent.

Participants will complete a **Subject Knowledge Assessment (SKA)** designed to test subject-specific knowledge and fundamental English skills, and highlight gaps which might make it difficult to excel. Fundamental knowledge of Mathematics will be tested through the National Numeracy Challenge.

SKAs will generate individual reports detailing bespoke development required to ensure participants are classroom ready in September. These action plans will be picked up throughout Summer Development by Subject Development Leads who will work with participants to address subject knowledge development.

Summer Development is a programme of blended learning to take place across the final half term of the summer. The programme is flexible to meet the needs of participants and focuses on:

- Subject knowledge and pedagogy (building on the SKA and SKEs)
- Essential skills for classroom readiness, e.g. planning, behaviour management, teaching pupils with SEND, safeguarding
- Opportunities to plan, teach and assess groups of pupils, receive feedback and observe outstanding teaching
- Child development
- Understanding the school's community
- Expert input from education leaders

In our 2020 evaluation, 87% felt the programme left them ready for school, despite Covid-19 resulting in Summer Institute being entirely online with no in-school experience. Satisfaction with Summer Institute has increased from 90% in 2016 to 96% in 2020.

"I have felt that the support available has been excellent. The effort that has gone into shifting the entire SI online is evident, and much appreciated. I get a real sense of belonging, and that Teach First really care to ensure all trainees do as well as they can. The workload has been quite intense, but overall, very helpful." 2020 Participant

Moving to a more flexible approach that does not require a four-week residential programme will enable a broader range of participants to access the Training Programme. This maximises the recruitment of participants with the greatest potential to be excellent teachers by removing barriers to programme access, and by working more flexibly around their personal requirements.

1.4.6 Facilitating subject knowledge enhancement

Subject knowledge and pedagogical content knowledge are at the forefront throughout the two-year programme. Our commitment to subject knowledge begins with the SKA which will be marked by Teach First subject experts able to provide precise feedback and recommended next steps in subject knowledge development. Where appropriate, this will include recommending the completion of a Subject Knowledge Enhancement course funded by the Authority to address knowledge gaps and support preparation for teaching.

We have a proven track record of developing excellent teachers who started the Training Programme with subject knowledge gaps, with no significant difference in their QTS outcomes. For example, 91% of 2018 cohort teaching from A-level subject knowledge gained a QTS grade 1 or 2, compared to 88% of those teaching from degree-level knowledge.

1.4.7 Ensure at least 90% of Participants achieve QTS

In the 2019 cohort, 98% of Teach First participants completing year 1 of the programme achieved QTS despite severe disruption caused by Covid-19. This was achieved by rapidly adapting the Programme towards online content delivery and virtual support to meet the needs of participants and schools. We will continue to improve the percentage of participants achieving QTS by:

- Having a more **flexible and tailored** Programme
- **Reducing the workload burden**
- Providing consistent **high-quality subject/phase and practice development and support**
- Identifying and **sequencing the specific foundational skills** for novice teachers
- Creating an **online coaching tool** to develop participants' fluency and expertise.

Formative progress monitoring will enable us to identify and address issues rapidly. Our new blended learning approach enables improved formative assessment with participants receiving instant feedback through online platforms – Iris and Powerful Action Steps – accelerating their development. The new Programme model will increase opportunities for participants to be observed and receive feedback on their practice. This will help us identify barriers to progress more quickly, allowing earlier interventions to put participants on a path to success.

Participants will:

- Be formatively assessed through observations, Mentor discussions, seminars and tasks throughout the ITT year
- Complete termly assessments to assess progress towards QTS and identify next steps for development
- Complete final assessment and recommendation for QTS in June 2023 and 2024

92% of participants that started school on the Programme have achieved QTS and completed their NQT induction year (TF internal data, averaged across 2008-18 cohorts). This is above the sector average of 91% based on DfE data to 2018.

This provides high levels of confidence that at least 90% of participants will achieve QTS by the end of their ITT programme.

[End of Response]

Teach First Response – TQ-1.5

1.5 Leadership Development (13%)

Please set out your approach to the leadership development element of the Programme demonstrating how you will meet the Service requirements set out in paragraph 7 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 leadership development element of the Programme in line with the Specification including aims, objectives, outcomes, content and timetabling;
- 2) Full details of the roles and responsibilities of all the parties involved in the delivery of leadership development element of the Programme; and
- 3) How your proposed approach meets the Authority's requirements for the leadership development element of the Programme.

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.

Teach First Response [2,245 words]:

Excellent leadership creates high-performing schools and education systems (Leithwood et al, 2019). Teach First teachers are seven times more likely to progress into leadership positions early in their careers than other teacher training routes, and more likely to lead challenging and disadvantaged schools (Allen et al, 2016b).

Chris Fairbairn, Headteacher at Totteridge Academy (improved from 'Requires Improvement' to 'Good') taught in disadvantaged schools since completing the Programme and says: "I have seen first-hand how the organisation and teachers it trains help schools progress, become great centres of learning, and transform children's lives. High-quality Teach First trainees make significant contributions towards improving our progress and outcomes."

There are **88** Headteachers, **414** senior leaders, and **1,758** middle leaders in UK schools trained by Teach First through HPITT.

We will build on this success for 2022 by:

- Interweaving leadership curriculum content with **specific domain knowledge** (e.g. participants learn how to **collaborate** within a department on a scheme of work, or **implement** and **evaluate** a **plan** to tackle disengagement in home learning)
- Opportunities to connect with **50+ leadership networks** across the curriculum leading local and system change
- **Subject-specific instructional coaching** through Subject Development Leads

By involving participants in vibrant education networks and offering whole-school leadership training, we build a **culture of leadership** in schools and develop future leaders in situ. DfE can benefit from our **powerful movement of leaders** committed to improving education outcomes.

1.5.1 Proposal for delivering leadership development

Our two-year leadership development programme creates participants who are:

- Excellent practitioners and emerging leaders committed to ending educational inequality
- Research-informed educators applying learning to practice and engaging in sector developments
- Creating impact beyond their classroom
- Prepared for diverse careers in education, including school leadership

We provide participants with direct, practical leadership experience and time for guided reflection and critical thought. Leadership development should be contextual, experiential and transfer knowledge, skills and attitudes to practice (Daniëls et al, 2019).

The outcomes will be participants who can:

1. Lead themselves
2. Make informed professional judgements
3. Set and communicate a vision
4. Translate a vision into a strategic plan, implement and evaluate it successfully
5. Collaborate with others to achieve a shared goal
6. Understand the power of networks and how to engage in them

Five academically rigorous modules lead to a Postgraduate Diploma in Education (PGDE) with an optional post-Programme Master's degree. The qualification will seamlessly complement the Early Career Framework's focus on in-class expertise. Distinctive features include:

- Content selected to meet needs of developing teachers and emerging leaders working with disadvantaged pupils, in schools which need them most
- Development of critical reflection skills (at Level 7) to successfully navigate complexities of the classroom, school and sector
- Sustained application of theory to practice, through participants' classroom practice and leadership development

This produces an accelerated leadership trajectory for participants who impact on pupil outcomes during the programme. For example, a participant undertook action research using the research-proven Lexia Core5 reading intervention with low-attaining KS2 pupils in their class. These pupils made significant progress in reading levels and demonstrated increased confidence when reading 1:1 with an adult. This action research has impacted wider school policy: the intervention will go school-wide, targeting lowest-attaining readers.

This early experience of success is critical to retaining motivated teachers and emerging leaders confident in their ability to contribute to educational change: 82% of 2017 cohort (first cohort to complete PGDE) have remained teaching and leading in schools.

We will sequence other high-quality leadership content across the Programme, set out below.

Outcome 1: Lead oneself		Leadership content	Timetabling
Participant objectives			Taught during Summer Development
- Understand importance of wellbeing and its relevance to school context - Prioritise common teacher tasks - Develop peer support systems	- Strategies for managing workload and maintaining wellbeing - Signs of stress and what to do if stress becomes maladaptive		
Understand emotional flexibility and how to make changes to help them work and feel at their best	- Emotional regulation systems - Prioritising recovery - Values - Internal narratives - Positive psychology interventions	Year 1 & 2 Online wellbeing module	
- Learn to critically reflect on teaching practice - Identify specific goals to improve teaching practice - Adjust teaching practice in response to feedback	- Instructional coaching with support roles - Deliberate practice of specific teaching skills - Collaborate with support roles in shared goal of improving their practice	Year 1: Module Reflective Practice 3a Year 2: Module Reflective Practice 3b	

Develop understanding of the value of collaboration		
Outcome 2: Make informed professional judgements		
Outcome 3: Set and communicate a vision		
- Understand how their experiences and research inform their decisions - Understand the value of setting a vision - Learn to critically analyse current research and its impact on teaching practice - Develop critical awareness of self	- Exploration of biases and importance of using critical analysis before implementing strategies - Role of purpose and vision in leading learning - Systematic and critical approaches to subject knowledge/pedagogies required to successfully teach and assess - How to engage with emerging research and evidence	Taught during Summer Development Year 1: Module 1a Subject/Phase Theory and Practice Year 2: Module 1b Subject/Phase Theory and Practice
- Develop an emerging philosophy of teaching and learning - Set and communicate a vision informed by a philosophy of teaching and learning	- Influencing factors such as values, tacit knowledge and cognitive bias - Exploration of different theories and philosophies of teaching and learning - Effective decision-making in complex situations	Year 1: Module 2 Core Theory and Practice Year 2: Module 4 Leading Learning in Communities Year 2: Module 5 Extending Impact and Influencing Others
Outcome 4: Translate a vision into a strategic plan, implement and evaluate it successfully		
Outcome 5: Collaborate with others to achieve a shared goal		
- Identify opportunities to improve pupil success and design/implement action research - Effectively communicate rationale, progress and impact of action	- Opportunities for leading learning of pupils and potential challenges/assets to doing so within the school's community - How to increase pupils' cultural capital - How to design, implement and evaluate a teaching	Year 2: Module 4 Leading Learning in Communities Year 2: Module 5 Extending Impact and Influencing Others

- research to influence change - Understand how to engage with and lead networks - Consider different future pathways and how to get there	- improvement plan drawing on community knowledge - How to engage and work with a school's community - How to plan for impact in the classroom and beyond	
Outcome 6: Understand the power of networks and how to engage in them		
- Understand educational disadvantage - Understand individual and collective roles in building a fair education for all - Use networks for knowledge, resources and support	- How to connect with peers on the programme - How to use digital channels to engage with other organisations and sector-wide discussions - Introduction to Teach First networks (subject, phase, leadership level, affinity)	Summer Development Year 1 & 2: Modules 3a & 3b Reflective Practice Year 2: Module 4 Leading Learning in Communities and Module 5 Extending Impact and Influencing Others
Additional optional leadership content		
Summer projects - Participants apply for 1-4-week projects across a range of sectors during summer holidays - Participants build links between schools and leading organisations such as Accenture, Bloomberg, PWC, Institute of Physics, National Literacy Trust, The Big Issue and The Brilliant Club		
Coaching from senior leaders In Year 2, we will offer optional coaching from senior leaders outside education, exploring challenges of leadership practice. 72% of 2019 participants who chose leadership coaching agreed that it had positively impacted them as a teacher, and therefore their pupils.		
Master's degree Participants can gain a Master's degree through a third year of study.		

Our leadership programme goes above the Authority's requirements through:

- **Personalised support to accelerate acquisition of leadership skills:** instructional leadership coaching using deliberate, context-specific practice to reach goals
- **Opportunities for stretch and challenge in becoming a leader,** through Summer Projects, senior leader coaching, linking into extensive networks, and a Master's degree
- **Business connections** which raise the status of the Programme, add corporate leadership perspective, and actively support leaders

1.5.2 Roles and responsibilities

Teach First will continue to design and deliver the leadership component of the programme. We will sub-contract **Redacted** to validate and award the PGDE.

We use our network of corporate and third sector partners to source Summer Projects and experienced, volunteer leadership coaches. Our specialist team ensure proposed projects meet programme guidelines and align with DfE and Teach First values.



1.5.3 Meeting DfE's requirements for leadership development

Our proposed two-year leadership programme takes a **forward-looking, whole-school and systemic approach**. We understand what helps schools serving disadvantaged communities to thrive; building a programme to equip participants with the knowledge and skills to make an impact and firing their determination to keep challenging educational inequality in leadership positions. Teach First provides pathways into our leadership programmes, membership to our 10,000+ community of Ambassadors (alumni) and access to thriving networks to enable leaders to sustainably build a fairer education for all. We will recruit and support the best talent, increasing the diversity of future leaders of education: for example 8% of our Ambassador Headteachers are from BAME backgrounds and we are committed to increasing this.

Building a fair education for all

Our teachers are twice as likely to teach in schools serving low-income communities compared to teachers from other training routes three years after qualifying. They also lead some of the most impressive schools in the country, including Reach Academy, School 21, Kensington Aldridge, Wembley High, Yate Academy and King Solomon Academy, and are contributing to wider education reform. There are 2,480 schools in total with a TF Ambassador (819 primary, 1,661 secondary).

Creating systemic change

Our leadership programme links the ITT Core Content Framework with the Early Career Framework and new Headship standards, supporting an individual from their first step into the classroom to headship. The programme dovetails with a portfolio of programmes for emerging and established school leaders and teams, funded outside this Programme, including:

- **Leading Together** – focused on whole school improvement, with entire leadership teams:
 - 67 whole-school leadership teams are taking part in Leading Together (17 have completed it)
 - 95% of senior leaders and Headteachers who completed cohort 1 rated their satisfaction as good/very good
- **Careers Leaders Programme** – ensuring every school has an expert leader developing a strategy to meet the Gatsby benchmarks:
 - 165 schools have participated, 156 careers leaders are currently on cohort 4
 - 94% of respondents from 2018 said they would recommend the programme to other school leaders (summer 2019). 94% felt confident in using the Gatsby Benchmarks to assess progress.
- **NPQs** – accredited provision of middle and senior leadership and headship programmes:

- 700 participants have participated in our NPQs (253 in cohort 1, 296 in cohort 2, 151 in cohort 3)
- 81% of cohort 2 respondents were satisfied with their experience on the programme
- 88% of cohort 2 said it helped them progress their careers

Networks

Understanding the power of networks and how to engage is integrated throughout our HPITT programme. We have developed expertise in building authentic connections online. Our programme will support participants to make trusted connections with each other, our networks, and the wider Ambassador community. Our community will serve as an additional source of subject and wellbeing support for participants during the programme and throughout their career. Participants join and lead networks within and outside the education sector at no extra cost. The benefits are well evidenced:

- 'Sharing effective practice between schools is key to closing the gap' (EEF, Jan2019)
- 'High-quality collegial support is crucial for [teachers'] job satisfaction and intrinsic motivation to teach' (Thomas et al. 2019).
- Research by the Relationships Foundation found that trainee teachers with more relationships were more likely to complete training

We support over 50 active networks of leaders covering topics like delivery of summer schools in the North East, subject leadership of modern foreign languages or our affinity networks, such as the Teach First BAME Network, supporting teachers, leaders and aspiring leaders from underrepresented backgrounds. These networks keep people teaching by developing members' skills and perspectives, and uniting leaders to solve problems.

Redacted is a member of **Heads Forward**, a network of Ambassador Headteachers helping Programme alumni progress into headship. He says: "My school benefits so much from the Teach First Ambassador Network. It's where we get challenged. For example: a review by an Ambassador who's an Ofsted inspector helped us think about how we improve our school."

Our 10,000+ Ambassadors, are Leaders across sectors and collaborate on initiatives beyond the Programme. Ambassadors include thought leaders influencing the education system in the UK and beyond, like:

Redacted

We engage Ambassadors throughout their teaching career, funded through voluntary income. Our continuous support, and access to our thriving networks, is unparalleled in

1.6 Participant Retention & Ongoing Support (13%)

Please set out your approach to Participant retention and the ongoing support you will provide to Participants while they are on the Programme demonstrating how you will meet the Service requirements set out in paragraph 8 of the Specification.

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

- 1) How you will ensure schools effectively support Participants and that the support they receive remains in step with government policy on teacher training and early career teachers;
- 2) The support package that you will offer and how this will maximise Participant retention on the Programme and ensure the achievement of QTS;
- 3) Your approach to monitoring Participant engagement and progress;
- 4) How you will identify and support Participants at risk of non-completion of the Programme, including the management of Participant withdrawals;
- 5) How you will manage underperforming Participants and any subsequent removals from the Programme;
- 6) Your approach to handling deferrals for those Participants who require time out of the Programme;
- 7) How you will ensure Participants have a balanced and sustainable workload while they are on the Programme;
- 8) Your approach to ensuring that Participants have a positive experience while on the Programme; and
- 9) How you will collect and measure participant satisfaction throughout the life of the programme and how you will act on this feedback.

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.

Teach First Response [2239 words]:

Teach First teachers are more likely to remain teaching in disadvantaged schools: 82% of our 2017 cohort have remained in the classroom for a third year, with 76% of those teachers remaining in eligible schools. The proportion of our teachers teaching one year after QTS is significantly higher than other ITT routes (Allen et al, 2016) despite being placed in the most challenging schools. We deliver this unparalleled support and retention through:

- **Relationships with schools**, ensuring high-quality training environments.
- **Subject-specific support packages** by Development Leads and School Mentors
- **Regular and responsive in-person and online support**
- **Voluntary support from a network of 13,000+ Ambassadors and participants**

Key innovations:

- **Highly flexible blended delivery model:** building on record 98% satisfaction among 2020 participants with online Summer Institute
- **New Teach First Subject Development Leads** to accelerate participant progress (Sims and Fletcher-Wood, 2018). Analysis of induction programmes on first-year teacher retention (Ingersoll & Smith, 2004) found having a subject mentor reduced risk of leaving by 30%

On average, 90% of participants who start school complete Year 1 and gain QTS; of those, 98% complete Year 2.

1.6.1 Ensuring effective school support

We will work closely with schools to ensure they provide suitable training environments aligned with government policy and ITT criteria. We will prepare schools to support participants by risk assessing them on factors including previous experience, retention track record and Ofsted reports. We will regularly refine the risk rating framework based on data and experience.

We will continue to support schools effectively through:

- Increased joint observations and feedback with Mentors
- Engagement between participants and Headteachers at Development Centre and training in schools during Summer Development
- Sharing Participant Action Plans from Summer Development with School Mentors
- Providing Mentor selection criteria which are led by SLT leads and introduced through SLT lead induction

- Providing a Mentor grant to ensure protected time for Mentors to carry out their role effectively
- Face-to-face induction for the school's leaders and Mentors to establish expectations and alignment
- School Mentor training to become expert subject teacher educators
- Providing frontline support through our school relationships team

Our Programme fits seamlessly with the Early Career Framework, building in principles such as explicit practice. We address workload and wellbeing through reduced portfolios and assessments, enabled by our blended approach.

Our **Partnership Agreement** will ensure alignment with the ITT Criteria, Core Content Framework, and the Early Career Framework:

- Participants' timetables will not exceed 80% of a qualified teacher in Year 1, and 90% in Year 2, teaching across the age range
- Participants teach in a contrasting school during Year 1

Our Development Leads will review timetables, ensuring participants can develop against the Teachers' Standards and ITT criteria.

If necessary, we agree school action plans to identify improvements. For example, we implemented our Leading Together programme in a West Midlands school following a school action plan and the school improved to become a suitable training environment. In Hastings, we initiated a school action plan when two schools merged, retaining all participants.

If schools are graded less than 'Good' by Ofsted before/during placement we will agree a Memorandum of Understanding identifying issues and mitigations. In exceptional circumstances, a school will be de-selected if it no longer meets criteria.

1.6.2 Support package

Our support package is intended to maximise retention – ensuring at least of 90% of participants who start school complete Year 1 and gain QTS and 98% of those who complete Year 2. By contrast, <70% of teachers trained through HEI-led/SCITT routes are in teaching three months after achieving QTS (Allen et al, 2016).

Over a 10-year period, on average, Teach First teachers spend 6 years in the classroom with most remaining in schools serving disadvantaged communities. 30 Ambassador headteachers returned to the profession having worked in other sectors, showing how a period outside the classroom can add significant long-term value.

Our comprehensive support package is key to ensuring participants who work in turbulent schools serving disadvantaged communities get the support they need to thrive.

Redacted

- Develop Mentors as subject experts (including SEND)
- Integrate current research into all Mentor training and align interactions with participants to our curriculum
- Provide differentiated Mentor support tailored to experience

Redacted

We will recognise School Mentors who successfully complete the Development Programme with formal accreditation.

Redacted

1.6.3 Monitoring participant engagement and progress

We will rigorously monitor participant progress through interactions with DLs (see 1.6.2) and harness technology such as IRIS Connect to track progress. Research suggests a strong alliance between teacher and coach (DL/mentor) establishes a solid foundation for subsequent work (Wehby et al, 2012).

Attendance and engagement tracking	Online platforms track engagement and attendance, informing DL interactions and predicting where intervention is needed.
Formative assessments	Regular progress reviews by support roles identify areas of strength and development. Regular low stakes testing quickly identifies misconceptions (Picardo 2017).
Instructional coaching tool	Redacted identifies and tracks actions for development from a bank of specifically sequenced actions and practice suggestions for novice teachers.
Participant progress trackers	We will monitor progress through assessment data and identifying key risks to progression. Where risk is identified, DLs will use the Support Framework Process (1.6.6).

Our improved quality assurance and School Mentor Development Programme, aligned to the ITT Core Content Framework and ECF, will:

- Provide targeted and sequential development to Mentors
- Offer Mentors blended learning, including flexible self-directed study
- Develop Mentors' use of instructional coaching (Kraft et al, 2016)

1.6.4 Identifying and supporting participants at risk of non-completion

Having supported over 15,000 participants, we are well placed to identify known retention risks, e.g. quality of participant-School Mentor relationships.

DLs will have on average four interactions per half term in Year 1. They will use these to rate retention risks, enabling rapid action to resolve issues through our **Support Framework Process**. We will increase interactions in the first half-term, when withdrawal risk is highest.

Some participants are at risk of withdrawal each year due to health, particularly mental health. DLs will work with Mentors to identify issues and work with regional colleagues (e.g. Mental Health First Aiders) to introduce interventions including:

- Our online **Wellbeing course**
- An **Employee Assistance Programme**, **Redacted**

Redacted

Through our support, aligned with the school, participants at risk of withdrawing work through a Support Plan and are awarded QTS. Where withdrawal risk is significant, mitigating actions can include:

- Changing the participant's Mentor
- Implementing a School Action Plan
- Transfer to a different placement school
- Optional move to QTS-only route (<5% to support retention and wellbeing)

Where it is appropriate for a participant to leave the Programme, we have a formal process of school support and a participant exit review, ensuring lessons are learnt. For example, in a recent case, the DL and Programme Manager met with the Headteacher, School Mentor and participant, to agree next steps and support pupils when their teacher left. In rare cases where participants are asked to leave the Programme, the decision is reviewed and agreed by the National Assessment Board and participants have the right to appeal.

1.6.5 Managing underperforming participants

Underperforming participants will be offered a **tailored Participant Support Plan**: we retained 96% of those on a Support Plan in 2019. For 2022, in-house support roles will provide more rapid support and reduce burden on schools.

A Support Plan has four stages from informal bespoke support through to formal 'Sustained Concern' for participants at risk of not achieving QTS. Each stage lasts four weeks. If participants do not meet requirements at Sustained Concern, we will initiate their withdrawal.

1.6.6 Handling deferrals

We will ensure participants requiring interruptions to the Programme, e.g. for sickness or maternity leave, can pause and return later. The Practice DL will request and discuss deferral on the participant's behalf with the school and confirm with the DfE. Participants

return to the same school where possible, and the Academic Awarding Institution will grant them an extension.

1.6.7 Ensuring a balanced and sustainable workload

Increased focus on a balanced participant workload over the past three years has led to increased participant satisfaction with their workload **Redacted** and perception of job sustainability **Redacted**

We will improve this further through:

- Aligning participant training and assessments with teaching responsibilities
- Reducing administrative work by insourcing all support roles
- Ensuring precise next steps are identified, enabling targeted actions and wellbeing support

• Streamlining assessment and minimising evidence collation. For example, **Redacted**

Redacted will provide evidence against the Teachers' Standards

• Influencing school practice to reduce workload through Mentor training and the school partnership agreement

• Increasing promotion of our Wellbeing module and the DfE's Workload and Wellbeing Toolkits

• Providing user-friendly, accessible and flexible online tools

Our Wellbeing course is an online module we designed to support participants. It is optional and was accessed by >500 participants in 2019. This additional resource is part of a range of tools, such as our retention toolkit, to support wellbeing and long-term retention.

1.6.8 Ensuring a positive participant experience

The percentage of participants satisfied or very satisfied with the Programme has improved from a high base:

Year 1s (Summer):

- 2017: **Redacted**
- 2018: **Redacted**
- 2019: **Redacted**

Year 2s (Summer)

- 2017: **Redacted**
- 2018: **Redacted**

We will continue improvement through:

Tailored support and advice	Provided in-school by DLs and School Mentors. Consistent curriculum input and support.
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Careers support, advice and development pathways	Development sessions and informally via DLs, School Mentors and Leadership.
Opportunities to share practice	Ambassador network and additional development programmes provide a range of career pathways, supporting participants to thrive. Access to a vibrant community of Ambassadors, subject-specific communities, geographic and school leadership networks (56 teacher network events this year, 3300 attendees).
Resolving disputes and issues	Strong partnerships with schools and frequent, bespoke interactions with participants to proactively identify and resolve issues quickly. Disputes can be raised with the Appeals Board and the Office for Independent Adjudicators through a formal complaints process . Participants can raise complaints through our complaints policy and procedure.
Meeting individual participant needs	Our Reasonable Adjustments and Programme Modifications Guidance outlines processes to consider any additional requirements, and reasonable adjustments implemented. Our flexible allocation strategy will remove geographical limitations, allowing more targeted placement to meet school and participant demand. We act on qualitative feedback on participants' experience of EDI. In 2019, cohort analysis found no significant difference between QTS outcomes for BAME and non-BAME participants.

1.6.9 Engaging participants in Programme improvements

We solicit and implement feedback from participant surveys, focus groups and exit reviews.
For example:

- DLs were introduced following feedback that we needed a role focused on one-to-one deliberate practice. Satisfaction with the Programme support role improved from [REDACTED] in 2015/16 to [REDACTED] in 19/20
- We improved participant satisfaction with primary reading and phonics training by 13pp between 2017 and 2019, after setting the expectation that participants teach and receive feedback on a phonics lesson and use a phonics tracker with their DL
- We responded to feedback about flexibility and access to resources by developing our blended approach. Bringing support roles and subject training in-house will reduce the complexity that some participants currently report.

We will gather feedback from participants:

- After each curriculum module
- End of Summer Development
- Middle and end of Years 1 and 2

All participants will be offered exit reviews (90%+ of participants currently have these), providing insights to help improve.

Our new model builds insights into our blended approach, and DLs will also use informal participant feedback to continuously improve the Programme. Responding to more feedback more rapidly will enable us to increase participation satisfaction rates beyond 90% from 2022.

[End of Response]

Teach First Response – TQ-1.7

1.7 School Recruitment and Placement (14%)

Please set out your approach to the recruitment of Eligible Schools and the placement of Participants in Eligible Schools demonstrating how you will meet the Service requirements set out in paragraph 9 of the Specification.

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

- 1) Your approach to identifying, generating and managing sufficient demand for Participants from Eligible Schools including in hard to reach areas, strategies for maximising take up and contingency plans in the event of low interest;
- 2) How you will work in partnership with Eligible Schools throughout the Programme to ensure the provision of high-quality employment placements and ITT that is in accordance with the relevant criteria as set out in the ITT Criteria and Supporting Advice;
- 3) How you will ensure that Participants are matched to the most appropriate posts in Eligible Schools; including how you will take account of the individual needs of Participants when identifying and selecting school placements
- 4) How you will ensure the Programme is delivered across all regions in England and that at least 5% of each cohort are placed in Eligible Schools in each English region with a maximum of 40% in London;
- 5) How you will ensure that 90% of Participants in London are placed in Eligible Schools and remain working within Eligible Schools for the duration of the Programme;
- 6) How will you 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 you will not place trainees in selective schools such as grammar or independent schools or Sixth Form Colleges
- 7) How you will ensure that no more than 10% of Participants in each cohort are placed in schools with above average attainment;
- 8) How you will ensure at least 215 Participants that start the Programme are placed in Opportunity Areas in each cohort;
- 9) How you will ensure at least 90% of schools rate their experience of the Programme as good or better; and

10) Your contingency arrangements in the event of any issues with partner schools and Participant placements linked to the delivery of the Programme.

A response to this question is limited to 2,250 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.

Teach First Response [2,243 words]:

Redacted

1.7.1 Identifying, generating, and managing demand from eligible schools

Redacted

1.7.2 Working in partnership with eligible schools

Redacted

1.7.3 Matching participants with eligible schools

Redacted

Redacted

1.7.4 Ensuring regional coverage

Redacted

1.7.5 / 1.7.6 Ensuring placement in eligible schools (London / national) and
1.7.7 in schools with below average attainment

Redacted

Redacted

1.7.8 Ensuring placement in OAs

Redacted

1.7.9 Ensuring schools have positive experiences

Redacted

Redacted

Redacted

[End of Response]

Teach First Response – TQ-2.1

2.1	Contract and Performance Management (5%)
	Please set out how you will effectively monitor and manage your delivery and that of your supply chain partners (where relevant) to successfully deliver the Authority's requirements and secure the best value for money demonstrating how you will meet the Service requirements set out in paragraph 10, 13, 14 and 15 of the Specification. Your response should cover the following criteria and include supporting evidence and rationale to support the response: 1) A description of performance monitoring arrangements (to include where applicable that of supply chain partners) including how you will collect and ensure the accuracy and validity of data and MI as set out in Schedule 16 (Records Provision and Management Information) of Volume 3 Conditions of Contract; 2) A description of performance and contract management arrangements (to include where applicable that of supply chain partners) including how you will manage the achievement of KPIs and SPIs set out in Schedule 4 (Performance Levels) and the fulfilment of contractual obligations. Please also detail your approach to supply chain underperformance; 3) Your approach to contingency management to address any performance issues; 4) Your planned governance structure including escalation routes and, where relevant a description of roles and responsibilities; 5) Your business continuity plan; Please upload as Annex D your business continuity plan. Please name this document as follows: HPITT Annex D [your company name] (e.g. ABC Ltd) 6) Your planned financial management processes and governance arrangements to ensure costs and financial transactions are managed appropriately; and 7) Details of the key data protection risk(s) you foresee with these Services and your proposals for dealing with those risks 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 D

Teach First Response [1,746 words]:

Teach First's high-quality approach to contract and performance management is embedded at all organisational levels. This is evidenced by our proven track record in delivering the HPIJT contract and working with suppliers to achieve 'outstanding' in 41 of 48 areas in the last Ofsted inspection.

In addition to addressing each of the specification requirements we have:

- Robust monitoring and management processes, established and ready to mobilise
- 18 years' experience capturing and reporting high-quality programme data to support evaluation and continuous improvement
- A small number of external suppliers, ensuring delivery control and coherence
- A reputation for transparency and open dialogue

Our proactive and flexible approach has allowed us to continue to deliver and improve the current Programme during Covid-19.

2.1.1 Performance Monitoring

Collaboration, dialogue and high-quality reporting are central to our performance monitoring, demonstrated by reporting in the current HPIJT contract.

Our existing Monitoring and Evaluation Framework meets all aspects of data and management information (MI) requirements in the Specification. A dedicated evaluation specialist will analyse performance and data to:

- Create performance dashboards to ensure early identification/response to issues. E.g. during Summer Institute 2020, Regional Managers reviewed live data about participant progress including completion rates for crucial modules like Safeguarding. This allowed them to target non-completion, ensuring 100% of participants met the deadlines
- Produce quarterly evaluations of internal and external data to improve programme quality

From this data, we will design and monitor performance reports from sub-contractors to identify improvements. The 2022 model reduces the number and activity of external suppliers giving us greater delivery control and Programme coherence. Following a rigorous procurement, we have selected two Academic Awarding Institutions to deliver elements of the Programme (PGDE award/QA, academic writing support, assessment, staff training). Both are existing providers with whom we have strong contractual and delivery relationships. Both demonstrated the capacity, capability and expertise for high-quality delivery and offered the best Value for Money (VFM). A smaller number of sub-contractors, delivering a

leaner set of activities, will enable us to increase efficiencies, reduce administrative burden, robustly manage risk and ensure curriculum sequencing is more consistent and effective.

The Contracts Team will provide high-quality reports using data/MI collected as outlined below. This information will be monitored and analysed by the Data and Performance team and checked by relevant managers. All relevant information will be transferred into spreadsheet reports at required intervals. Current reports fully meet the Authority's requirements as detailed in the Specification and Contract. We are open to discussion on additional inputs which can be incorporated into existing reporting processes.

The Authority can be confident of being fully appraised of progress through open and ongoing dialogue, prompt response to Departmental and FOI queries and escalation of issues. We welcome challenge from the Authority as a mechanism for improving our performance and building on our existing relationship.

Our participation in DfE Working Groups enables us to identify changes in the educational landscape and to adapt our processes and the Programme in response, contributing to continuous improvement.

Data and MI

We have robust processes for ensuring validity and completeness of data and MI. This is collected on an ongoing basis through live dashboards that analyse and summarise internal databases. While some input is manual, increasingly data is collected automatically from candidates/participants engaging with our technology.

We will build a data dictionary outlining all data collections and processes, processes will be quality assured and deadlines set for input. We will implement quality dashboards that monitor completeness and accuracy, allowing us to hold teams/providers to account for their data management.

We have well-established systems for surveying participants (typically >80% response rate). We use Salesforce CRM software to store data centrally, and PowerBI analytics to provide real-time interactive visualisations of progress against targets. Our technology transformation project will allow us to simplify and improve data processes. This opens the possibility of sharing high-level dashboards with the Authority showing ongoing performance and progress.

2.1.2 Performance and contract management

Our performance and contract management is guided by Crown Commercial Standards and NAO guidance. Agreements with sub-contractors will mirror our contractual obligations with the Authority ensuring that clauses we sign up to, flow down. We fully on-board suppliers before delivery and all sub-contracts include:

- Clear performance levels and quality standards
- Regular detailed reporting

- Structured review points (quarterly, annually)
- Non-performance clauses and associated rights (i.e. early termination, liquidated damages)
- Other obligations matching those in our contract, such as data protection, prompt payment, intellectual property.

We will proactively monitor supplier performance against KPIs, cost, quality, and timeliness. Any emerging risks or under-performance will be discussed early. Often, the relationship managers can agree a pragmatic, VFM solution e.g. with HE Partners we improved ways of working, provided feedback on tutors' performance and implemented regional variations to Summer Institute. Where needed, issues are escalated to the Contracts and Procurement team who require an explanation and a time-bound, target based action and improvement plan, which will be closely and regularly monitored. We will consider other remedies, including dispute resolution and termination.

The Authority will be appraised of performance issues and interventions via contract management structures. To mitigate the unlikely event of us failing KPIs:

- Risk will be flagged to DfE at the earliest opportunity
- We will present a plan for mitigating action

We have a strong track record in supplier management delivering VFM and minimising risk, including robust procurement, compliant sub-contracts, and proactive management of our suppliers.

- In response to Covid-19 we moved Summer Institute online and negotiated material savings
- We identified variable satisfaction with phonics training by HE Partners and asked the highest performing Partner to share best practice; resulting in national satisfaction for phonics rising 13% over two years

2.1.3 Contingency management

Responsibility for Programme risks is embedded across our operations:

- The Board of Trustees is accountable for ensuring effective risk management. Its Finance Committee reviews risks escalated from the Executive Committee (ExCo) and the organisational risk register
- ExCo has responsibility for the register of key risks, likelihood and impact, internal controls, and mitigations
- Director of Teacher Development, with the Working Group, identifies and manages programmatic risks, mitigations and course corrections
- Contracts and Procurement team manages contractual risks and mitigations

We have well-established processes for contingency management, evidenced by our response to Covid-19. Immediately following Government restrictions, we made rapid Programme changes, ensuring continuity and quality. This included making Development

Centres virtual from 1 April. ExCo reallocated staff to make immediate and significant changes to:

- Redesign content
- Undertake logistical planning
- Recruit extra assessors to maintain the quality of candidate experience and assessment
- Provide additional candidate support.

The success of virtual Development Centres is demonstrated by:

- Pass rate comparable with face-to-face centres
- 96% candidates agreed/strongly agreed that they enjoyed their virtual experience

2.1.4 Governance structure and escalation

The Programme will be overseen by ExCo which will set strategy, monitor progress, ensure quality and manage escalations. This is led by our Chief Executive and comprises Executive Directors, who manage teams responsible for all aspects of Programme delivery. ExCo reports to the Board of Trustees.

The Programme will be managed through a Training Programme Working Group. This consists of managers from across the charity with authority to make critical decisions, manage risks and resolve issues. This is chaired by the Director of Teacher Development who is responsible for ensuring the Programme delivers its objectives and complements the Early Careers Framework.

Regional Directors are accountable for local day-to-day delivery of the Programme, including implementation, Performance Levels, resolving issues and escalation. They manage recruitment, training and performance of delivery staff.

The Contracts and Procurement team applies Government Commercial Standards and NAO guidance, ensuring compliance with Authority expectations including Performance and Service Levels, budgets, statutory and legal requirements and other contractual obligations.

A Project Accountant, managed by Director of Finance, will lead all aspects of financial administration and reporting.

2.1.5 Business Continuity

Our Business Continuity Management System has been approved to ISO22301:2012 standard: <https://www.amsuk.com/verification>.

This covers all premises, people, IT, telecommunications and sub-contracted activity. Objectives:

- Identify potential threats and impact on operations
- Framework for organisational resilience and effective responses that safeguard key activities and stakeholders

- Recovery/continuation of business in the event of business disruption
- Maintain training and reviews
- Compliance with statutory, regulatory and contractual obligations

For example, we responded rapidly to Covid-19 through:

- Well-established remote working ensuring staff could work uninterrupted
- Cloud-based IT and Microsoft Teams enabled staff to access systems remotely
- Service Desk operated from employees' homes resulting in nil disruption
- Options for staff to receive equipment to aid safe home-working
- Virtual events replacing face-to-face events, supported by technologies already procured

No significant business disruption occurred from this transition to remote working.

2.1.6 Financial management

Teach First implements robust financial controls and processes to ensure probity and VFM, scrutinised by the charity's auditors. Processes include:

- Accounting for financial transactions in accordance with accounting policies/standards, employing appropriate systems and safeguards. Ensuring appropriate sign-off levels and segregation of duties for procurement, invoices, payments, authorisation, income, payroll, systems and reconciliations. The internal audit reports in 2019/20 received the highest assurance rating
- Budget preparation and monitoring:
 - monthly management accounts, with significant variances reviewed and explained
 - budgets and variances reviewed monthly by ExCo and scrutinised by the Finance Committee and Board quarterly
- Reconciliation of Fixed Asset Register monthly, physical verification of assets undertaken periodically
- Meeting Open Book Data requirements
- **Redacted**
- Ensuring all procurement is transparent and cost effective

We seek VFM throughout our activities: e.g. we have secured cost reductions with HE Partners through volume discounts, and negotiating favourable terms on our travel portal.

The Finance Director:

- Manages finances and reporting; accounts payable; budgeting and forecasting
- Collaborates with Contracts and Procurement team to ensure contract income is recognised in line with the contract

The CFO holds the Finance and Contracts & Procurement teams to account, leads ExCo and supports the Finance Committee.

2.1.7 Key Data Protection Risks

We have many years' experience of securely handling sensitive participant data.

Risk	Mitigations	Likelihood/5	Impact/5
Redacted			

[End of Response]

Redacted

Teach First Response – TQ-2.2

2.2	Continuous Improvement (3%)
Please set out your approach to continuous improvement demonstrating how you will meet the Service requirements set out in paragraph 12 of the Specification. Your response should cover the following criteria and include supporting evidence and rationale to support the response: 1) The processes that you will operate throughout the life of the Contract to continually improve the delivery of the Services including how you will monitor and measure improvements; 2) The processes you will put in place to gather feedback from Participants and partners; 3) How you will benchmark against other high performing graduate recruitment programmes; 4) How you will capture intelligence and best practice from supply chain partners, stakeholders and the wider ITT and school system; 5) The mechanisms that you will use to impact the findings, lessons learned, and insights gathered in order to adapt the Services; 6) Any innovations that may enhance the Participant experience during the Contract term; and 7) How and when over the lifetime of the Contract you plan to make measurable improvements to the Service and Participant experience. Please provide detail of any measurable targets that you will set and the dates you intend to deliver them including any benefits and beneficiaries. A response to this question is limited to 1,500 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted.	

Teach First Response [1,492 words]:

Teach First takes a proactive approach to continuous improvement, combining analysis of evaluation data and learning from global best practice. High-performing jurisdictions worldwide have informed our Programme improvements. **Redacted**

Redacted

2.2.1 Processes to continually improve delivery of Services

We have an embedded organisational methodology for continuous improvement based on a robust 'plan/do/check/act' improvement cycle. We seek to improve core systems and processes by focusing the activities that generate the most value for our customers and removing as much inefficiency as possible.

Our Head of ITT monitors live performance data to proactively identify opportunities for improvement and learn from other high-performing providers. The Executive Committee (ExCo) and Training Programme Working Group review Programme data monthly to agree improvements. Dedicated role group leads ensure the critical knowledge and skills of delivery roles are measured and improved.

Our continuous improvement process includes:

- Evaluation of Programme performance data including participant, Headteacher and Mentor survey data
- Analysis of graduate and school markets
- Analysis of the practice of high performing providers
- Identification of improvement priorities
- Development of improvement plan
- Quarterly Programme evaluation including value for money
- Organisation planning cycle to review and agree Programme improvements and efficiencies with ExCo
- Monitoring organisational KPIs

Our annual evaluation identifies the focus for exploratory research projects – for example, preparing participants to teach pupils with SEND. We implemented high-impact, low-cost recommendations from January 2020; **Redacted** of the 2019 cohort rated the quality of SEND preparation as good or better, compared to **Redacted** of the 2018 cohort. All research includes an analysis of Return On Investment to ensure recommendations provide value for money and Programme improvement.

We will monitor key performance indicators (KPIs) monthly for sub-contracted providers under an agreed Contract for Services.

2.2.2. Processes to gather feedback from participants and partners

Redacted

2.2.3 Benchmarking against graduate recruitment programmes

Redacted

2.2.4 Capturing intelligence and best practice

Redacted

2.2.5 Mechanisms to impact findings, lessons learned, and insights gathered

Redacted

2.2.6 Innovations to enhance participant experience

Redacted

Redacted

2.2.7 Timetable for measurable improvements

Redacted

Redacted

[End of Response]

Teach First Response – TQ-2.3

2.3 Implementation (4%)

Please provide your Implementation Plan; your approach to risk management and a risk and assumptions log (Risk Management Plan) for the Programme demonstrating how you will meet the Service requirements set out in paragraph 16 of the Specification and Conditions of Contract Schedule 5

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

1) An Implementation Plan for the Programme covering the entire Mobilisation Period and Initial Contract Period. The IP should include key milestones, the critical path, key risks and assumptions including critical dependencies, and any contingency arrangements. Please include commentary to provide the Authority with assurance that the Programme will be delivered in line with the timescales and requirements in the Specification.

Please upload as Annex E your Implementation Plan in Microsoft Excel format

Note: In order to clearly illustrate the critical path, you may include an image within Annex E.

Please name this document as follows:

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

2) A description of your risk management approach and your risk and assumptions log with likelihood and impact of risk materialisation and countermeasures and contingency activity included (Risk Management Plan).

Please upload as Annex F (using the template provided in Jaggaer) your Risk and Assumptions Log (Risk Register) in Microsoft Excel format

Please name this document as follows:

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

A response to this question is limited to 1,500 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 Annexes E and F

Teach First Response [1,500 words]:

Teach First has the necessary skills and experience to deliver the Programme, and can mobilise rapidly to ensure delivery of KPIs.

Our strong track record of planning, implementing and delivering large and complex projects within budgets and timescales includes:

- **HPITT Programme** – recruitment and placement of over 15,000 high potential participants since 2002 nationally, including expansion into new areas like East of England and Opportunity Areas (OAs)
- **Leading Together** – funded through the DfE's Teaching and Leadership Innovation Fund (TLIF), we supported 85 schools to improve their leadership teams in OAs or category 5 or 6 areas. We met or exceeded all KPIs around satisfaction, recruitment and placement across all cohorts – including achieving 100% completion rates and satisfaction rate of 92% in cohort 2 – the only TLIF provider to do so
- **Academic Mentoring Programme** – funded as part of the DfE's response to Covid-19, we rapidly implemented a new programme between June and September 2020 to recruit and train academic Mentors for schools. By October we placed nearly 200 Mentors in schools, exceeding our target, and will place at least 1,000 during the year.

Teach First's expertise running additional programmes and networks will add value to HPITT Programme implementation, creating sustained improvement for schools most in need.

2.3.1 Development and management of the Implementation Plan

On contract award, the Director of Teacher Development will be responsible for development and oversight of the Implementation Plan and associated resource plan.

Reporting to her, the Programme Manager will review and update the Implementation Plan (Annex E), a key tool to support effective delivery. In collaboration with operational teams, she will:

- Develop a complete Implementation Plan, covering mobilisation and delivery from contract notification through to contract end on 31 October 2025, including contract exit activity
- Update the Plan weekly, aligned with the Specification
- Develop the risks and issues registers and agree mitigating actions
- Co-ordinate Programme activities organisation-wide
- Report on progress to the Training Programme Working Group
- Co-ordinate all change management activity
- Manage resources to ensure activity is delivered on time and in budget

The Implementation Plan will be monitored through the Training Programme Working Group, chaired by the Director of Teacher Development, reporting to Executive Committee through the Executive Director of Programme Development. Membership consists of workstream leads from:

- Marketing & Communications
- Recruitment
- School Partnerships, including placement
- Programme Development, including:
 - Curriculum Design
 - Guidance
 - Quality Assurance
- Compliance with ITT criteria and Ofsted framework
- Programme Delivery, including:
 - Development Lead recruitment and training
 - Event management
- Charity Services: finance, contractual reporting, monitoring and compliance

Working Group members have extensive experience of collaborating to deliver a high-quality Training Programme. Throughout the contract period, they will:

- Agree, monitor, develop and update the Implementation Plan
- Ensure the Plan's implementation

2.3.2 Rapid mobilisation and added value

Our existing infrastructure enables us to recruit participants from contract start, essential in a competitive marketplace in which undergraduates hold numerous offers. For the 2021 programme, awarded in June 2020, we had 668 hires by 31 July 2020.

Most required staff to deliver this contract are in post. Where we need new staff, we have established processes to hire high-quality individuals, including Assessment Centres to hire new Subject Development Leads.

Our innovative learning tools offer increased flexibility and value for money; all tools will have been implemented with previous cohorts. We have negotiated competitive licence prices. To ensure smooth rollout, Teach First will provide extended technical support, with a full service-desk for participants. Our remote teaching observation tool supplier will support schools directly.

2.3.3 High-level Implementation Plan

The Implementation Plan has fifteen phases:

Phase	Timescale
1. Contract mobilisation period	Contract award – August 2021
2022 cohort	

2. Attraction, recruitment, selection and placement	August 2021 – June 2022
3. Programme design	Contract award – August 2023
4. Blended learning technology rollout	January 2022 – August 2022
5. Participant preparation	November 2021 – August 2022
6. Year 1 Delivery	September 2022 – August 2023
7. Annual evaluation & continuous improvement plan update	May 2023 – August 2023
8. Year 2 Delivery (2022 cohort)	August 2023 – August 2024
2023 cohort	
9. Attraction, recruitment, selection and placement	April 2022 – June 2023
10. Programme design	May 2022 – March 2024
11. Participant preparation	November 2022 – August 2023
12. Year 1 Delivery	August 2023 – August 2024
13. Year 2 Delivery	August 2024 – August 2025
14. Annual evaluation	May 2024 – August 2024
15. Programme closure	August 2025 – October 2025

Annex E details the full Plan.

2.3.4 Critical dependencies

The Implementation Plan critical path is illustrated in Annex E. Dependencies holding most significant risk, and contingencies planned, are:

Redacted

Redacted

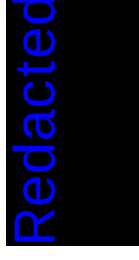
Redacted

2.3.5 Contingency management

Alongside contingency measures outlined above, Teach First has a proven ability to rapidly deploy contingency arrangements to ensure continued contract delivery. Within eight days of Covid-19 national lockdown, our virtual Development Centre was online; 1,049 candidates were assessed over the remaining season, resulting in 476 participants joining the 2020 cohort. To deliver Summer Institute online, over 200 employees learnt to use our new tools for video conferencing and learning content.

2.3.6 Risk management

Our robust risk management processes include Programme-level and organisation-wide risk registers and organisation-wide policies for areas with high potential impact, including safeguarding, disaster recovery and health and safety.



The Director of Teacher Development and Training Programme Working Group will identify and manage programmatic risks, mitigations and contingencies, and agree and implement course corrections. There is a clear escalation process. The Executive Committee has overall responsibility for the organisational risk register which:

- Captures key organisational risks
- Assesses their likelihood and impact
- Tracks internal controls and actions taken to reduce, eliminate or mitigate risks
- Sets future mitigating actions that reduce likelihood and impact

Teach First's Board of Trustees has ultimate accountability for ensuring effective risk management arrangements. Its Finance Committee will review risks escalated from the Executive and the organisational risk register.

Risks identified through our management information as more likely to materialise will be reviewed by our monthly Working Group to agree mitigating actions.

For high-level risks:

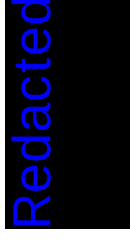
- The risk will be flagged to DfE at the earliest opportunity
- A plan for mitigating action will be presented to DfE
- If there is no improvement, an extraordinary meeting will be arranged with DfE to agree further action

The risks and issues register (Annex F) will be shared and reviewed regularly with DfE to ensure open and transparent dialogue.

This approach has worked well on our Careers Leaders programme. The project team reviews KPIs monthly; if scores drop below projections based on previous cohorts, we implement mitigations and produce 'get to green' plans, monitored and reviewed by the Executive team monthly. Through early intervention we have exceeded retention and satisfaction rates across our current cohort:

- 94% would recommend the programme to others
- 97% are satisfied with the programme
- The retention rate is 94%

[End of Response]



A response to this question is limited to 1,500 words. If your response exceeds this limit, your response will be assessed up to the number of words permitted only.

2.4 Resourcing (2%)

Please detail the resources required to support your delivery model demonstrating how you will meet the Service requirements set out in paragraph 16 of the Specification.

Your response should include details of staff required to support your delivery model broken down by role. Your response should include reference to the following points and include supporting evidence and rationale to support the response:

- 1) Your organisation design including your management hierarchy
- To support your response, please upload as Annex G (using the template provided in Jaggar) the names and roles of key members of the leadership and senior management team that will be used to deliver the Programme including any other key supply chain partners where applicable. These individuals will be listed as Key Contractor Staff in Schedule 7 of the Contract.

- Please name this document as follows:

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

- 2) Detail numbers of staff resources (full time equivalent)) by job role and location

- To support your response please upload as Annex H, your anticipated organisational chart indicating responsibilities, reporting lines and numbers of FTE staff.

- Please name this document as follows:

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

- 3) The skills and experience relevant for each role, including your rationale to support your proposal;
- 4) The number of staff by role currently employed and the number by role to be recruited;
- 5) The processes and timescales for undertaking recruitment to each role; and
- 6) The underpinning assumptions that support your staff profile.

Teach First Response [1,500 words]:

Redacted

2.4.1 Organisation design and management hierarchy

Redacted

Redacted

Redacted

Redacted

2.4.3 Staff skills and experience

Redacted

Redacted

2.4.4 Staff in post/to be recruited

Redacted

2.4.5 Recruitment process and timescales

Redacted

Redacted

2.4.6 Staffing assumptions

Redacted

Redacted

[End of Response]

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Annex G

KEY CONTRACTOR STAFF: MEMBERS OF LEADERSHIP AND SENIOR
MANAGEMENTTEAM – TEACH FIRST

Redacted

Annex H

Redacted

RECORDS PROVISION AND MANAGEMENT INFORMATION**1. Reports**

1.1. The Authority may require any or all of the following reports:

- 1.1.1. delay reports;
- 1.1.2. reports which the Contractor is required to supply as part of the Management Information (including those set out at Annex 1);
- 1.1.3. annual reports on the insurances as referred to in Clause 19.10;
- 1.1.4. security reports;
- 1.1.5. Force Majeure Event reports,
- 1.1.6. Financial Reports (including those set out at Schedule 13 (Financial Reports and Audit Rights); and
- 1.1.7. any other additional reports which are reasonably required by the Authority in order to assist in the monitoring and evaluation of the likely effect of any proposed policy development of the Services,

2. Records

2.1. The Contractor shall retain and maintain all the records (including superseded records) referred to in paragraph 2 and Annex 1 (together "Records"):

- 2.1.1. in accordance with the requirements of the National Archives' Records Management Code and Good Industry Practice;
- 2.1.2. in chronological order;
- 2.1.3. in a form that is capable of audit; and
- 2.1.4. at its own expense

2.2. The Contractor shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice,

2.3. Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.

2.4. The Contractor shall, during the Term and a period of at least seven (7) years following the expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.

2.5. Records that contain financial information shall be retained and maintained in safe storage by the Contractor for a period of at least seven (7) years after the expiry or termination of this Agreement.

3. Provision of Management Information

3.1. The Authority may:

- 3.1.1. Use and share with:
 - 3.1.1.1. any Crown Body
 - 3.1.1.2. any other Contracting Authority
 - 3.1.1.3. any other third party as may be agreed by the Authority and the Contractor from time to time (such Contractor's agreement not to be unreasonably withheld); and/or

3.1.2. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted)

any Management Information supplied to the Authority for the Authority's normal operational activities, including but not limited to administering this Contract, monitoring public expenditure, identifying savings or potential savings, and planning future procurement activity.

3.2. The Contractor agrees to provide electronically encrypted and timely MI Reports to the Authority which incorporates the data listed in Table 1 below, in the correct format, and which the Contractor represents and warrants are full, accurate, complete and validated as at the date of provision to the Authority.

Table 1.

MI Report Title	Management Information Required	Frequency
Fortnightly Ministerial Return	Forecast and actual number of Participants recruited by Cohort and supporting narrative	Fortnightly in accordance with Ministerial requirements
Monthly Performance Return	- Narrative recruitment and retention overview highlighting progress and issues arising during previous month; - The forecast and actual number of applications, unsuccessful applications, offers, acceptances, withdrawals, and deferrals per cohort by region, subject and phase i.e. secondary, primary, early years. - Forecast and actual number of Participant starts on Y1 of the Programme per cohort by region, subject and phase. - Forecast and actual number of Y1 Participant retentions, withdrawals and deferrals per cohort by region, subject and phase - The forecast and actual number of Participants achieving QTS by region, subject and phase. - Forecast and actual number of Y2 Participant retentions, withdrawals, and deferrals per cohort by region, subject and phase - The number and type of Participant complaints with analysis of trends and themes and management action plans to reduce future occurrences. (Where a complaint may cause reputational damage to the Authority this should be reported within 3 Business Days) - Performance against Implementation Plan in accordance with Schedule 5, paragraph 4	10 th Business Day on a Monthly basis

MI Report Title	Management Information Required	Frequency
	- The performance and management of Sub-Contractors (including Cohort performance against KPIs and SPIs) - The status of any outstanding PIP and progress against its actions. - Performance against Service Levels, a summary of all Service Level failures, details of Critical Service Level Failures, for repeat failures the actions taken to resolve the underlying cause and prevent recurrence, such other details that the Authority may need from time to time - Relevant particulars of any aspect of Contract obligations that the Contractor has not met	
Quarterly Performance Return	- Performance against KPIs and SPIs with supporting narrative. - Participant Satisfaction Rates and a summary of the findings of Participant Exit Reviews - Narrative on progress towards key Service deliverables within Schedule 15 (Contractor's Solution) - Updated Risk Register - Resource Plan - the number of Contractor Staff working on this Contract and in what roles, including full-time equivalent (FTE) and location breakdown. Staff turnover. - Names and UKPRNs of accredited Initial Teacher Training providers; Names and URNs of partner schools; Number of schools; Type of schools and location of schools. - Financial information in accordance with the provisions set out Schedule 13 - A summary of the Contractor's performance against obligations to pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice	10 th Business Day of February, May, August & November each year
Quarterly SME Return	SME MI Reporting Template in accordance with Clause 5.10 and Paragraph 4 of this Schedule 16	10 th Business Day of February, May, August & November each year

MI Report Title	Management Information Required	Frequency
Quarterly Marketing Report	Performance against PASS Performance Indicators and update on marketing spend against budget	In accordance with Cabinet Office reporting periods
Annual Review Report	- Strategic Review of Programme – commentary on the overall progress and impact of the Programme, key lessons learned and value added - For each KPI and SPI the actual performance achievement by Cohort - School Satisfaction Rates and a summary of feedback from School Satisfaction Surveys - Participant Diversity Information including Gender, Age, Ethnicity and Disability - Details of the number of Participants per Cohort who are: students, career finders or career changers, the number of Participants who had not previously considered teaching as a career and the number of Participants who would not have chosen to teach in a school with challenging circumstances - The Service Credits to be applied by Cohort - Report on the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain in accordance with Clause 5.9.4. - For each Service Level the actual Performance over the Service Period - A summary of all Service Failures that have occurred by Cohort. - A summary of all the Critical Service Level Failures that have occurred during the Service Period - Provision of evidence of Cyber Essentials Certification in accordance with Schedule 8 – Annex 1 - Financial information in accordance with the provisions set out in Clause 23 and Schedule 3	Annually on the 10 th Business Day of November

MI Report Title	Management Information Required	Frequency
	- Details of the wages, salaries, bonuses and profit-sharing arrangement as applicable in respect of all Contractor Staff - Marginal costs information, which is all costs including financial and time costs which the Contractor would have incurred to achieve one extra Outcome from each Cohort from which it has achieved an Outcome in the preceding 12 months	
Get Into Teaching Dataset	For Candidates* who have consented to share their data with the "Get Into Teaching" service details of First Name; Last Name; Date of Birth, Address, Post Code, Telephone number, Email address, Degree Stage, Degree Subject and Degree Class *This should include details of unsuccessful Candidates, those that withdraw their applications, those who register interest but don't apply, and any for whom mainstream ITT may be a more suitable option	At least Monthly
Business Continuity and Disaster Recovery Plan	In accordance with the provisions set out in Schedule 18	Within forty (40) Business Days of the Effective Date and reviewed then at least six (6) monthly thereafter
Continuous Improvement Plan	In accordance with the provisions set out in Schedule 17	Within three (3) Months of Service Commencement and reviewed quarterly thereafter.
Draft Exit Plan	In accordance with the provisions set out in Clause 27	Within three (3) months of the Effective Date and reviewed each year thereafter in the month of the Effective Date
Ad Hoc	Any further information as the Authority may reasonably request	Immediately on request

3.3. The Authority may from time to time make changes to the data it requires the Contractor to provide in an MI Report including to the data required or the format of the report and notify such changes to the Contractor. The Authority shall give notice in writing of any such change to the MI Reports and shall specify the date from which such changes to the content or format of the MI Reports shall be effective which date shall be at least thirty (30) calendar days following the date of the notice.

3.4. If the Authority changes the data required or format of the MI Report at any time, then the Contractor agrees to provide all future MI Reports in accordance with such notification

- 3.5. The Authority may provide the Contractor with supplemental guidance for completing the MI Reports or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Contractor agrees to complete the MI Reports in accordance with any such guidance.
- 3.6. The Authority shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Contractor is required to supply to the Authority.
- 3.7. The Authority is entitled to require the Contractor to provide any information and / or co-operate with any requests relating to or arising out of the Contract which the Authority might reasonably make.

4. Frequency and Coverage

4.1. All MI Reports must be returned to the Authority on or prior to the Reporting Date every month during the Contract and thereafter, until all transactions relating to the Contract have permanently ceased.

4.2. The MI Reports should be used (amongst other things) to report activity and transactions occurring during the Month(s) to which the MI Report relates

4.3. Unless otherwise notified to the Contractor by the Authority, the Contractor must return the MI Reports for each Month(s) even where there are no transactions to report in the relevant month (a 'Nil Return')

4.4. The Contractor must inform the Authority of any errors or corrections to the Management Information:

4.4.1. in the next MI Report due immediately following discovery of the error by the Contractor; or

4.4.2. As a result of the Authority querying any data contained in an MI Report

5. Submission of MI Reports

5.1. The Contractor acknowledges that it is essential that the Authority receives timely and accurate Management Information pursuant to the Contract because Management Information is used by the Authority to inform Minister and strategic decision making.

5.2. Following an MI Failure the Authority may issue reminders to the Contractor or require the Contractor to rectify defects in the MI Report provided to the Authority. The Contractor shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Business Days following receipt of any such reminder.

5.3. The Contractor agrees to attend meetings between the Authority and the Contractor in person to discuss the circumstances of any MI Failure(s) at the request of the Authority (without prejudice to other rights the Authority may have). If the Authority requests such a meeting the Contractor shall propose measures to ensure that the MI Failure(s) are rectified and do not occur in the future. The Authority and the Contractor shall document these measures and continue to monitor the Contractor's performance.

5.4. The Contractor shall provide access to up to date 'real-time' MI Reports via an online portal.

6. SME Reporting

6.1. In addition to any other Management Information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide, timely, full, accurate and complete SME management information (MI) reports to the Authority which incorporate the data described in the SME MI Reporting Template which is:

6.1.1. the total contract revenue received directly on a specific contract;

6.1.2. the total value of sub-contracted revenues under the contract (including revenues for non-SME/non-VCSEs); and

6.1.3. the total value of sub-contracted revenues to SMEs and VCSEs.

6.2. The SME management information reports shall be provided in the correct format as required by the SME MI Reporting Template and any guidance issued by the Authority from time to time. The Authority may change the SME MI Reporting Template from time to time (including the data required and/or format) by issuing a replacement version. The Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

6.3. The Contractor further agrees and acknowledges that it may not make any amendment to the then current SME MI Reporting Template without the prior written approval of the Authority.

ANNEX 1 - RECORDS TO BE KEPT BY THE CONTRACTOR

The records to be kept by the Contractor are:

1. This Contract, its Schedules and all amendments to such documents.
2. All other documents which this Contract expressly requires to be prepared.
3. Records relating to the appointment and succession of the Key Contractor Staff
4. All operation and maintenance manuals prepared by the Contractor for the purpose of maintaining the provision of the Services and the underlying ICT and Contractor Equipment.
5. Documents prepared by the Contractor or received by the Contractor from a third party relating to a Force Majeure Event.
6. All formal notices, reports or submissions made by the Contractor to the Authority in connection with the provision of the Services.
7. All certificates, licences, registrations or warranties in each case obtained by the Contractor in relation to the provision of the Services.
8. Documents prepared by the Contractor in support of claims for the Charges.
9. Documents submitted by the Contractor pursuant to the Change Control Procedure.
10. Documents submitted by the Contractor pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
11. Documents evidencing any change in ownership or any interest in any or all of the shares in the Contractor and/or the Guarantor, where such change may cause a change of Control, including documents detailing the identity of the persons changing such ownership or interest.
12. Invoices and records related to VAT sought to be recovered by the Contractor.
13. Financial records, including audited and un-audited accounts of the Guarantor and the Contractor.
14. Records required to be retained by the Contractor by Law, including in relation to health and safety matters and health and safety files and all consents.
15. All documents relating to the insurances to be maintained under this Contract and any claims made in respect of them.
16. All other records, notices or certificates required to be produced and/or maintained by the Contractor pursuant to this Contract.

Schedule 17
CONTINUOUS IMPROVEMENT

1 GENERAL

1.1 The Contractor shall, in accordance with this Schedule have an ongoing obligation throughout the Term to identify new or potential improvements to the Services that are being delivered to the Authority under this Contract, pursuant to which it shall regularly review with the Authority the Services and the manner in which it is providing the Services with a view to:

- 1.1.1. reducing the Authority's costs (including the Charges); and
 - 1.1.2. improving the quality and efficiency of the Services.
- 1.2 The Contractor shall deliver to the Authority, within three (3) Months of the Service Commencement Date, a Continuous Improvement Plan which sets out full details of the review conducted pursuant to Clause 3.10.5.

1.3 The Contractor shall ensure that the information that it provides to the Authority within the Continuous Improvement Plan is sufficient for the Authority to decide whether any improvement to the Services should be implemented including (where applicable) whether any improvement would give rise to any addition to or reduction in the Charges or whether it could be implemented within the current pricing of this Contract. The Contractor shall provide any further information that the Authority requests in connection with any improvements to the Services identified by the Contractor.

1.4 Following the submission of the first Continuous Improvement Plan the Contractor shall regularly review, maintain and provide the Authority with an updated version of the Continuous Improvement Plan on a quarterly basis thereafter in accordance with Paragraph 2.5 of this Schedule.

2 CONTINUOUS IMPROVEMENT

- 2.1 The Authority is committed to the continuous improvement of Services.
- 2.2 Continuous improvements described in this Schedule 17 are subject to agreement by the Authority through the Change Control Procedure.
- 2.3 The Contractor intends to make improvement and innovations, from the Service Commencement Date, as follows:

OUTCOMES	ACHIEVED BY	MEASURE	TIMESCALE
Lower delivery costs	Blended delivery	Targeted reductions in travel costs to schools	August (2023 and 2024)
Retain more participants on Programme	Greater Programme flexibility to meet the needsof graduates and career changers	91% Year 1 retention 98.5% Year 2 retention	June (2023 and 2024) June (2024 and 2025)

Widen pool of potential candidates	Feeder programmes to increase candidate engagement, particularly STEM Insights and Taster programmes	Increase participation in Insights programmes (150 STEM Internship, 300 Taster programmes) 25% Insight participants start Summer Development	September(2022 and 2023) June (2023 and 2024)
Increase pool of potential placement schools- including Opportunity Areas	Teach First's multi-programme approach enables more eligible schoolsto provide suitable training environments Enhanced targeting of schools	100% school placements sourced by June, with continued high levels of repeat partnership and schooleligibility 215 trainees placed in Opportunity Areas	September(2022 and 2023)
Maintain and improve stakeholder satisfaction	Effectively introducing a variety of high-quality online learning tools	90% participant satisfaction at end Year1 90% Mentor satisfaction 90% Headteacher satisfaction	July 2023 July (2023 and 2024) July (2023 and 2024)
Increase in participants who report workload as manageable	More manageable assessment, reduction in bureaucracy	Workload satisfaction: 55% (2023) 60% (2024) Sustainability: 55% (2023) 60% (2024)	June 2023 June 2023

- 2.4 The Contractor must include in its Continuous Improvement Plan a programme of continuous improvement to the Services to be agreed with the Authority. The Contractor will ensure that the continuous improvement programme takes account of:
- 2.5.1 the need to maintain and increase the levels of quality outputs;
 - 2.5.2 proven tools and methodologies that may be of financial or operational benefit to the Authority;
 - 2.5.3 procedures to ensure that the Services are, at all times, provided in accordance with good industry practice and which are at least comparable with the level of change and innovation generally being used by similar services
 - 2.5.4 any issues identified and resolved in respect of the Services, including lessons learned;
 - 2.5.5 the needs of the Participant; and
 - 2.5.6 feedback from Participants, schools and other stakeholder groups.
- 2.5 The Contractor will provide to the Authority in writing, at least on a quarterly basis, an update of the Continuous Improvement Plan for approval by the Authority in accordance with the procedures agreed.
- 2.6 The Contractor will work with the Authority and providers of similar services, to trial new processes and share best practice.
- 2.7 Without prejudice to any more specific requirements of the Contract relating to provision of information to the Authority by the Contractor, the Contractor will provide the Authority with advice, guidance and support on any issues relating to the provision of Services, when reasonably requested to do so.

1. **BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**
- 1.1. The Contractor shall, at all times, ensure that it has appropriate business continuity arrangements in place for the delivery of the Services.
 - 1.2. Within forty (40) Business Days from the Effective Date the Contractor shall prepare and deliver to the Authority for the Authority's written approval a draft Business Continuity and Disaster Recovery Plan, which shall detail the processes and arrangements that the Contractor shall follow to:
 - 1.2.1. ensure continuity of the Services following any failure or disruption of any element of the Services; and
 - 1.2.2. the recovery of the Services in the event of a Disaster.
 - 1.3. Following receipt of the draft Business Continuity and Disaster Recovery Plan from the Contractor, the Authority shall:
 - 1.3.1. review and comment on the draft Business Continuity and Disaster Recovery Plan as soon as reasonably practicable; and
 - 1.3.2. notify the Contractor in writing that it approves or rejects the draft Service Continuity Plan within twenty (20) Business Days (or such other period as notified by the Authority to the Contractor) after the date on which the draft Business Continuity and Disaster Recovery Plan is first delivered to the Authority.
 - 1.4. If the Authority rejects the draft Business Continuity and Disaster Recovery Plan:
 - 1.4.1. the Authority shall inform the Contractor in writing of its reasons for its rejection; and
 - 1.4.2. the Contractor shall then revise the draft Business Continuity and Disaster Recovery Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Business Continuity and Disaster Recovery Plan to the Authority for the Authority's approval within twenty (20) Business Days of the date of the Authority's notice of rejection. The provisions of Paragraph 1.3 and this Paragraph 1.4 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

2. **REVIEW AND AMENDMENT OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**
- 2.1. The Contractor shall review and update the Business Continuity and Disaster Recovery Plan (and the risk analysis on which it is based):
 - 2.1.1. on a regular basis and as a minimum once every six (6) months;
 - 2.1.2. within three calendar months of the Business Continuity and Disaster Recovery Plan (or any part) having been invoked pursuant to Paragraph 4;
 - 2.2. The Contractor shall, within twenty (20) Business Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a "**BCDRP Review Report**") setting out:
 - 2.2.1. the findings of the review;
 - 2.2.2. any changes in the risk profile associated with the Services; and

- and such remedial activity and re-testing shall be completed by the Contractor, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.
- 3.6. For the avoidance of doubt, the carrying out of a test of the Business Continuity and Disaster Recovery Plan (including a test of the Service Continuity Plan's procedures) shall not relieve the Contractor of any of its obligations under this Agreement.
- 3.7. The Contractor shall also perform a test of the Business Continuity and Disaster Recovery Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.
- 4. INVOCATION OF THE BUSINESS CONTINUITY AND RECOVERY PLAN**
- 4.1. In the event of a loss of any critical part of the Service or a Disaster, the Contractor shall immediately invoke the business continuity and disaster recovery provisions in the Business Continuity and Disaster Recovery Plan. In all other instances the Contractor shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.

- 2.2.3. the Contractor's proposals (the "**Contractor's BCDRP Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the Business Continuity and Disaster Recovery Plan following the review.
- 2.3. Following receipt of the Review Report and the Contractor's BCDRP Proposals, the Authority shall:
- 2.3.1. review and comment on the Review Report and the Contractor's BCDRP Proposals as soon as reasonably practicable; and
- 2.3.2. notify the Contractor in writing that it approves or rejects the Review Report and the Contractor's BCDRP Proposals no later than twenty (20) Business Days after the date on which they are first delivered to the Authority.
- 2.4. If the Authority rejects the Review Report and/or the Contractor's BCDRP Proposals:
- 2.4.1. the Authority shall inform the Contractor in writing of its reasons for its rejection; and
- 2.4.2. the Contractor shall then revise the Review Report and/or the Contractor's BCDRP Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Contractor's BCDRP Proposals to the Authority for the Authority's approval within 20 Business Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.3 and this Paragraph 2.4 shall apply again to any resubmitted Review Report and Contractor's BCDRP Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 2.5. The Contractor shall as soon as is reasonably practicable after receiving the Authority's approval of the Contractor's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Contractor's Proposals.
- 3. TESTING OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**
- 3.1. The Contractor shall test the Business Continuity and Disaster Recovery Plan on a regular basis (and in any event not less than once in every Contract Year).
- 3.2. The Contractor shall undertake and manage testing of the Business Continuity and Disaster Recovery Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard.
- 3.3. The Contractor shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 3.4. The Contractor shall, within twenty (20) Business Days of the conclusion of each test, provide to the Authority a report setting out:
- 3.4.1. the outcome of the test;
- 3.4.2. any failures in the Business Continuity and Disaster Recovery Plan (including the Service Continuity Plan's procedures) revealed by the test; and
- 3.4.3. the Contractor's proposals for remedying any such failures.
- 3.5. Following each test, the Contractor shall take all measures requested by the Authority, (including requests for the re-testing of the Business Continuity and Disaster Recovery Plan) to remedy any failures in the Business Continuity and Disaster Recovery Plan

Schedule 19
CONTRACTOR'S TECHNOLOGY SOLUTION

1. Definitions

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

"Authority Property"	the property, other than real property and IPR, including the Authority System, any equipment issued or made available to the Contractor by the Authority in connection with this Contract;
"Authority Software"	any software which is owned by or licensed to the Authority and which is or will be used by the Contractor for the purposes of providing the Services;
"Authority System"	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with this Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Contractor or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Contractor System"	the information and communications technology systems and software used by the Contractor in supplying the Services, including the COTS Software, the Contractor's equipment, configuration and management utilities, calibration and testing tools and related cabling;
"Defect"	any of the following: a) any error, damage or defect to the Contractor's System that affects the delivery of the Services; or b) any error or failure of code within the software which causes any part of the Contractor's or Authority System to malfunction or to produce unintelligible or incorrect results; or c) any failure to provide the performance, features and functionality specified by the Contractor (including any adverse effect on response times) regardless of whether or not it prevents the relevant part of the Contractor's System from passing any test required under this Contract; or d) any failure of any part of the Contractor's System to operate in conjunction with or interface with any

other part of the Contractor's or Authority System in order to provide the performance, features and functionality required to deliver the Services;

ad hoc and unplanned maintenance provided by the Contractor where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

the Authority System and the Contractor System;

all and any Software licensed by or through the Contractor, its Sub-Contractors or any third party to the Authority for the purposes of or pursuant to this Contract, including any COTS Software;

has the meaning given to it in paragraph 5 of this Schedule;

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

an item produced primarily to extend, alter or improve the Contractor System or any part of it by providing additional functionality or performance enhancement (whether or not defects in the Software are also corrected) while still retaining the original designated purpose of that part of the Contractor's System;

computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

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;

has the meaning given to it in paragraph 55.2 of this Schedule;

"Software"

Specially Written Software COTS Software and non-COTS Contractor and third party Software;

"Software Supporting Materials"

has the meaning given to it in paragraph 6.1 of this Schedule;

"Source Code"

computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

"Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Contractor (or by a Sub-Contractor or other third party on behalf of the Contractor) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

2. Licensed software warranty

2.1. The Contractor represents and warrants that:

2.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software used by the Contractor (and/or any Sub-Contractor) which are necessary for the performance of the Contractor's obligations under this Contract;

2.1.2. all components of the Specially Written Software shall:

- 2.1.2.1. be free from Defects, material design and programming errors;
- 2.1.2.2. perform in all material respects in accordance with the Annex A of this Schedule; and
- 2.1.2.3. not infringe any IPR.

3. Provision of the Technology Solution

3.1. The Contractor shall:

3.1.1. ensure that the release of any new COTS Software in which the Contractor owns the IPR, or upgrade to any Software in which the Contractor owns the IPR complies with the interface requirements of the Authority and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Authority three (3) Months before the release of any new COTS Software or Upgrade;

3.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Contractor are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

3.1.3. ensure that the Contractor System will be free of all encumbrances;

3.1.4. ensure that the Contractor System is fully compatible with any Contractor Software, Contractor System, or otherwise used by the Contractor in connection with this Contract;

3.1.5. minimise any disruption to the Services and the ICT Environment and/or the Authority's operations when providing the Services;

3.1.6. Correct any Defects as soon as practicable;

Non-functional requirements:

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

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

Accessibility:

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

3.1.10. ensure that the Technology Solution is compatible with the following 'Assistive Technologies': JAWS, Zoomtext, Dragon NaturallySpeaking, and Dolphin Supernova.

Hosting

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

4. Audit

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

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

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

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

5. Maintenance of the ICT Environment

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

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

6. Intellectual Property Rights in ICT

6.1. Assignments granted by the Contractor: Specially Written Software

- 6.1.1. The Contractor assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Authority with full guarantee (or shall procure assignment to the Authority), title to and all rights and interest in the Specially Written Software together with and including:
 - 6.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 6.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the **"Software Supporting Materials"**).

6.1.2. The Contractor shall:

- 6.1.2.1. inform the Authority of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 6.1.2.2. deliver to the Authority the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Authority and the Authority shall become the owner of such media upon receipt; and
- 6.1.2.3. without prejudice to paragraph 6.1.2.2, provide full details to the Authority of any of the Contractor's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Contractor hereby grants to the Authority and shall procure that any relevant third party licensor shall grant to the Authority a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Contractor's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Authority to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

- 6.1.3. The Contractor shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Authority.

6.2. Licences for non-COTS IPR from the Contractor and third parties to the Authority

- 6.2.1. Unless the Authority gives its approval the Contractor must not use any:
 - a) of its own Existing IPR that is not COTS Software;
 - b) third party software that is not COTS Software

- 6.2.2. Where the Authority approves the use of the Contractor's Existing IPR that is not COTS Software the Contractor shall grant to the Authority a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same for any purpose relating to the Services (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Authority's (or, if the Authority is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Term and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Contractor.

- 6.2.3. Where the Authority approves the use of third party Software that is not COTS Software the Contractor shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Authority on terms at least equivalent to those set out in Paragraph 6.2.2. If the Contractor cannot obtain such a licence for the Authority it shall:
 - 6.2.3.1. notify the Authority in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Contractor could seek to use; and
 - 6.2.3.2. only use such third party IPR as referred to at paragraph 6.2.3.1 if the Authority Approves the terms of the licence from the relevant third party.

- 6.2.4. Where the Contractor is unable to provide a licence to the Contractor's Existing IPR in accordance with Paragraph 6.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

- 6.2.5. The Contractor may terminate a licence granted under paragraph 6.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Business Days after the Contractor gives the Authority written notice specifying the breach and requiring its remedy.

6.3. Licences for COTS Software by the Contractor and third parties to the Authority

- 6.3.1. The Contractor shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Authority on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 6.3.2. Where the Contractor owns the COTS Software it shall make available the COTS software to a Replacement Contractor at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

6.6.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 6.3 the Contractor shall support the Replacement Contractor to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

6.6.3.4. The Contractor shall notify the Authority within five (4) Business Days of becoming aware of any COTS Software which in the next thirty-six (36) Months:

- 6.6.3.4.1. will no longer be maintained or supported by the developer; or
- 6.6.3.4.2. will no longer be made commercially available

6.6.4. Authority's right to assign/novate licences

6.6.4.1. The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 6.2 to:

- 6.6.4.1.1. a Central Government Body; or
- 6.6.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.

6.6.4.2. If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licences granted in paragraph 6.2.

6.6.5. Licence granted by the Authority

6.6.5.1. Where applicable, the Authority grants to the Contractor a royalty-free, non-exclusive, non-transferable licence during the Term to use the Authority Software and the Specially Written Software solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Contractor on the same terms as set out in clause 16 (Confidentiality).

6.6.6. Open Source Publication

6.6.6.1. Unless the Authority otherwise agrees in advance in writing (and subject to paragraph 6.6.4) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Contractor shall also provide the converted format to the Authority) into a format, which is:

6.6.6.1.1. suitable for publication by the Authority as Open Source; and

6.6.6.1.2. based on Open Standards (where applicable),

6.6.6.2. and the Authority may, at its sole discretion, publish the same as Open Source.

6.6.6.3. The Contractor hereby warrants that the Specially Written Software and the New IPR:

- 6.6.6.3.1. are suitable for release as Open Source and that the Contractor has used reasonable endeavours when developing the same to ensure that publication by the Authority will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Authority System;

6.6.3.2. have been developed using reasonable endeavours to ensure that their publication by the Authority shall not cause any harm or damage to any party using them;

6.6.3.3. do not contain any material which would bring the Authority into disrepute;

6.6.3.4. can be published as Open Source without breaching the rights of any third party;

6.6.3.5. will be supplied in a format suitable for publication as Open Source ("the **Open Source Publication Material**") no later than the date notified by the Authority to the Contractor; and

6.6.3.6. do not contain any Malicious Software.

6.6.4. Where the Authority has Approved a request by the Contractor for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Contractor Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Contractor shall:

6.6.4.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Services based on IPRs which are to be excluded from Open Source publication; and

6.6.4.2. include in the written details and information about the impact that inclusion of such IPRs or Services based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Authority's ability to publish such other items or Services as Open Source.

6.7. Malicious Software

6.7.1. The Contractor shall, throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

6.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Services to its desired operating efficiency.

6.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 6.7.2 shall be borne by the Parties as follows:

- 6.7.3.1. by the Contractor, where the Malicious Software originates from the Contractor Software, the third party Software supplied by the Contractor or the Government Data (whilst the Government Data was under the control of the Contractor) unless the Contractor can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Contractor; and

6.7.3.2. by the Authority, if the Malicious Software originates from the Authority Software or the Authority Data (whilst the Authority Data was under the control of the Authority).

ANNEX TO SCHEDULE 19
SERVICE LEVELS

1. DEFINITIONS

1.1 In this part, the following words shall have the following meanings:

"Critical Service Level Failure" means a failure by the Contractor to meet any Service Level for a continuous period of 7 calendar days or a combined period of more than 14 days in a 28-day period

"Service Levels" means the service levels set out in Table A of this Annex to Schedule 19

"Service Level Failure" means a failure by the Contractor to meet the Service Level Performance Measure in respect of a Service Level

"Service Level Performance Measure" shall be as set out against the relevant Service Level in Table A of this Annex to Schedule 19

2. SERVICE LEVELS

2.1 If the level of performance of the Contractor's System:

2.1.1 is likely to or fails to meet any Service Level Performance Measure; or

2.1.2 is likely to cause or causes a Critical Service Level Failure to occur, the Contractor shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:

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

2.1.4 instruct the Contractor to comply with the Rectification Plan Process;

2.1.5 if the Authority deems the Service Level Failure to be of a substantial level it can exercise its right to terminate for material default.

3. PLANNED MAINTENANCE

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

4. FAILURE TO MEET THE SERVICE LEVELS

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

4.2 The Contractor acknowledges that any Service Level Failure shall entitle the Authority to the rights set out in Paragraph 1 of this Annex to Schedule 19.

4.3 The Contractor shall send MI Reports to the Authority detailing the level of compliance which was achieved against each Service Level Performance Criteria in accordance with the provisions of Schedule 16 (Records Provision and Management Information).

Schedule 20
BREAKAGE COSTS

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Applicable Contractor Personnel”

- any Contractor Personnel who:
- (i) at the Termination Date:
 - a) are employees of the Contractor;
 - b) are Dedicated Contractor Personnel;
 - c) **have** not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Contractor as a result of the operation of TUPE; and
 - (ii) are dismissed or given notice of dismissal by the Contractor within:
 - a) 40 Business Days of the Termination Date; or
 - b) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and
 - (iii) have not resigned or given notice of resignation prior to the date of their dismissal by the Contractor; and
 - (iv) the Contractor can demonstrate to the satisfaction of the Authority:
 - a) are surplus to the Contractor's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;
 - b) are genuinely being dismissed for reasons of redundancy; and
 - c) have been selected for redundancy by the Contractor on objective grounds other than the fact that the Contractor is entitled to reimbursement under this provision in respect of such employees;

“Assets”

means all assets and rights used by the Contractor to provide the Services in accordance with this Contract but excluding any assets belonging to the Authority;

“Breakage Costs Payment”

an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 2;

“Contract Breakage Costs”

the amounts payable by the Contractor to its Key Sub-Contractors or other third parties (as applicable) for terminating all relevant Key Sub-Contracts as a direct result of the early termination of this Contract;

Table A - Service Levels

Service Level Performance Criteria	Service Level Reference	Description	Required Compliance (%) (Service Level Performance Measure)
Contractor's System	CS1	The Contractor's System shall be made available 24 hours per day, fifty-two (52) weeks a year, except for agreed downtime and maintenance	100%
Maintenance and Upgrades	MU1	All essential scheduled maintenance and/or system upgrades to the Contractor's System shall occur outside the hours of 07:30 to 20:00 GMT (or BST as appropriate) Monday to Friday	100%
	MU2	The Contractor shall provide prior notification of maintenance and/or system upgrades to the Authority	100%
	MU3	Where applicable (e.g. on a website or app), a message shall be placed on the Contractor's System at least 2 weeks in advance of any maintenance or upgrade taking place, followed by subsequent reminders 48 and 24 hours prior to the maintenance or upgrade	100%
	MU4	When required the Contractor and Authority shall ensure any system maintenance/upgrades are tested via the Authority networks prior to the upgraded version release going live	100%
Correction of Defects	D1	Defects to be corrected within 24hrs of identification	99%

“Dedicated Contractor Personnel”

all Contractor Personnel then assigned to the Services or any part of the Services. If the Contractor is unsure as to whether Contractor Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;

“Redundancy Costs”

the total sum of any of the following sums paid to Applicable Contractor Personnel, each amount apportioned between the Contractor and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:

- (a) any statutory redundancy payment; and
- (b) in respect of an employee who was a Transferring Former Contractor Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Contractor as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Contractor as a result of the operation of TUPE;

“Request for Estimate”

a written request sent by the Authority to the Contractor, requiring that the Contractor provide it with an accurate estimate of the Breakage Costs Payment that would be payable if the Authority exercised its right under Clause 25.11 (Termination) to terminate this Contract for convenience on a specified Termination Date;

“Termination Estimate”

has the meaning given in Paragraph 8.2;

2 BREAKAGE COSTS PAYMENT

2.1 The Contractor may recover through the Breakage Costs Payment only those costs incurred by the Contractor directly as a result of the termination of this Contract which:

- (a) would not have been incurred had this Contract continued until expiry of the Initial Contract Period, or in the event that the Term has been extended, the expiry of the Extension Period;
- (b) are unavoidable, proven, reasonable, and not capable of recovery;
- (c) are incurred under arrangements or agreements that are directly associated with this Contract;
- (d) are not Contract Breakage Costs relating to contracts or Sub-Contracts with Affiliates of the Contractor, and
- (e) relate directly to the termination of the Services.

Limitation on Breakage Costs Payment

- 2.2 The Breakage Costs Payment shall not exceed the lower of:
 - (a) the relevant limit set out in Annex 1 (Maximum Breakage Costs); and
 - (b) 120% of the estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.

Redundancy Costs

- 2.3 The Authority shall not be liable under this Schedule for any costs associated with Contractor Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.
- 2.4 Where the Contractor can demonstrate that a member of Contractor Personnel will be made redundant following termination of this Contract, but redeployment of such person is possible and would offer value for money to the Authority when compared with redundancy, then the Authority shall pay the Contractor the actual direct costs incurred by the Contractor or its Sub-contractor arising out of the redeployment of such person (including retraining and relocation costs) subject to a maximum amount of £30,000 per relevant member of the Contractor Personnel.

Contract Breakage Costs

- 2.5 The Contractor shall be entitled to Contract Breakage Costs only in respect of Sub-Contracts which:
 - (a) are not assigned or novated to a Replacement Contractor at the request of the Authority; and
 - (b) the Contractor can demonstrate:
 - (i) are surplus to the Contractor's requirements after the Termination Date, whether in relation to use internally within its business or in providing services to any of its other customers; and
 - (ii) have been entered into by it in the ordinary course of business.
- 2.6 The Contractor shall seek to negotiate termination of any Sub-Contracts with the relevant Sub-Contractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges.
- 2.7 Except with the prior written agreement of the Authority, the Authority shall not be liable for any costs (including cancellation or termination charges) that the Contractor is obliged to pay in respect of:
 - (a) the termination of any contractual arrangements for occupation of, support of and/or services provided for Contractor premises which may arise as a consequence of the termination of this Contract; and/or
 - (b) Assets not yet installed at the Termination Date.
- 3 **MITIGATION OF CONTRACT BREAKAGE COSTS AND REDUNDANCY COSTS AND UNRECOVERED COSTS**
 - 3.1 The Contractor agrees to use all reasonable endeavours to minimise and mitigate Contract Breakage Costs and Redundancy Costs by:
 - (a) the appropriation of Assets, employees and resources for other purposes;
 - (b) at the Authority's request, assigning any Sub-contracts to the Authority or a third party acting on behalf of the Authority; and

- (c) in relation to Sub-Contracts that are not to be assigned to the Authority or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.

3.2 If Assets, employees and resources can be used by the Contractor for other purposes, then there shall be an equitable reduction in the Contract Breakage Costs, and Redundancy Costs payable by the Authority or a third party to the Contractor. In the event of any dispute arising over whether the Contractor can use any Assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the dispute shall be determined in accordance with the procedure set out in Clause 39 (Dispute Resolution).

4 FULL AND FINAL SETTLEMENT

Any Breakage Costs paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Contractor in relation to any termination by the Authority pursuant to Clause 25.11 (Termination) and the Contractor shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

5 INVOICING FOR THE PAYMENTS ON TERMINATION

All sums due under this Schedule shall be payable by the Authority to the Contractor in accordance with the payment terms set out in Schedule 3 (Financials).

6 SET OFF

The Authority shall be entitled to set off any outstanding liabilities of the Contractor against any amounts that are payable by it pursuant to this Schedule.

7 NO DOUBLE RECOVERY

7.1 If any amount payable under his Schedule (in whole or in part) relates to or arises from any Assets that are to transfer to the Authority then, to the extent that the Authority makes any payments pursuant to the Exit Plan that the Contractor shall draft in accordance with Clause 27.2 of the Contract in respect of such Assets, such payments shall be deducted from the amount payable pursuant to this Schedule.

7.2 The value of the Breakage Costs Payment shall be reduced or extinguished to the extent that the Contractor has already received the Charges or the financial benefit of any other rights or remedy given under this Contract so that there is no double counting in calculating the relevant payment.

7.3 Any payments that are due in respect of Assets that are to transfer to the Authority shall be calculated in accordance with provisions agreed between the Parties and detailed in the Exit Plan.

8 ESTIMATE OF TERMINATION PAYMENT AND COMPENSATION PAYMENT

8.1 The Authority may issue a Request for Estimate at any time during the Term provided that no more than 2 Requests for Estimate may be issued in any 6 month period.

8.2 The Contractor shall within 20 Business Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Breakage Costs that would be payable by the Authority based on a postulated Termination Date specified in the Request for Estimate (such estimate being the "Termination Estimate"). The Termination Estimate shall:

- (a) be based on the relevant amounts set out in the Financial Model;
- (b) include:

- (i) details of the mechanism by which the Termination Payment is calculated;
- (ii) full particulars of the estimated Contract Breakage Costs in respect of each Sub-Contract and appropriate supporting documentation; and
- (iii) such information as the Authority may reasonably require; and
- (c) state the period for which that Termination Estimate remains valid, which shall be not less than 20 Business Days.

8.3 The Contractor acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Authority to terminate this Contract.

ANNEX 1: MAXIMUM BREAKAGE COSTS PAYMENT

The table below sets out, by Contract Year, the maximum amount of Breakage Costs that the Authority shall be liable to pay to the Contractor pursuant to this Contract:

Termination Date	Maximum Breakage Costs Payment
Anytime in the first Contract Year	£1 million
Anytime in the second Contract Year	£500,000
Anytime in third Contract Year	£100,000
Anytime in fourth Contract Year	Nil
Anytime in the fifth Contract Year (if the Term is extended)	Nil
Anytime in the sixth Contract Year (if the Term is extended)	Nil

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Final Audit Report

2021-05-04

Created:	2021-05-04
By:	[Redacted]
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