

**DATED**

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**THE INSTITUTE FOR  
APPRENTICESHIPS AND TECHNICAL  
EDUCATION**

**and**

**PEARSON EDUCATION LIMITED**

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**CONTRACT FOR THE PROVISION  
OF SERVICES IN RELATION TO THE  
DIGITAL: DIGITAL PRODUCTION,  
DESIGN AND DEVELOPMENT  
T LEVEL TECHNICAL  
QUALIFICATION**

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**THIS CONTRACT** is made on

**BETWEEN:**

- (1) **THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION** of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("**Authority**"); and
- (2) **PEARSON EDUCATION LIMITED**, a company registered in England and Wales (company registration number: **00872828**), whose registered office is at **Hailey Court, Jordan Hill Business Park, Oxford, OX2 8EJ** ("**Supplier**"),

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

**BACKGROUND TO THIS CONTRACT:**

- (A) On **3<sup>rd</sup> December 2023** the Authority advertised in the Find a Tender Service (FTS) (reference **2023/S 000-035661**) inviting prospective suppliers to submit proposals for the design, development and delivery of the technical education qualification element for the **Digital Production, Design and Development T Level**.
- (B) On the basis of the Supplier's response to the advertisement and a subsequent tender process, the Authority selected the Supplier as its preferred supplier of the TQ.
- (C) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below. As well as the delivery stage, this Contract covers the Development Phase and a Pre-Delivery Phase.

**OPERATIVE TERMS:**

**1 Contract start, formation and interpretation**

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

- 1.2.1 the Core Terms, Schedule 1 (*Definitions and Interpretation*), and Schedule 6 (*Pricing Schedule*);
  - 1.2.2 Schedule 2 (*Service Requirements*), Schedule 4 (*Co-operation*) and their respective Annexes; and
  - 1.2.3 the remaining Schedules and their respective Annexes.
- 1.3 The Parties shall interpret this Contract using Schedule 1 (*Definitions and Interpretation*).

## **2 Appointment and exclusivity**

- 2.1 The Authority hereby appoints the Supplier as the provider of the Services in relation to the TQ during the Term.
- 2.2 As part of such appointment, the Supplier has the exclusive right to offer the TQ in England to Students for TQ courses for the Cohort for the Academic Years commencing at each of 1 August 2025, 1 August 2026, 1 August 2027, 1 August 2028, 1 August 2029 and, where the Authority gives written notice to the Supplier to extend this Contract pursuant to clause 15.2 (*Ending or extending this Contract*), for each of the Cohorts for the Academic Years commencing during an Extension Period, as the case may be, namely 1 August 2030, 1 August 2031, 1 August 2032 (each an **“Exclusive Cohort”**).
- 2.3 Subject to the Supplier’s compliance with the provisions of this Contract, the Authority shall not, during the Term, authorise any third party to provide goods and/or services equivalent to the Services in relation to the whole or any part of an Exclusive Cohort.
- 2.4 The Supplier acknowledges and agrees that during the Term the Authority may, subject to clause 2.3, authorise a third party to provide goods and/or services equivalent to the Services in relation to the TQ in England to students in cohorts outside the Exclusive Cohort, notwithstanding the continuation of the Services under this Contract in respect of any Exclusive Cohort.
- 2.5 The Supplier shall, subject to clause 15 (*Ending or extending this Contract*), be responsible for providing the Services to Students who are within an Exclusive Cohort until the later of the end of their TQ and 2 years following the end of the final Academic Year of the TQ for the Exclusive Cohort of which such Student was part.

- 2.6 Unless otherwise agreed with the Authority in writing, the TQ shall be offered by the Supplier on the basis that teaching of the TQ by Providers for each Exclusive Cohort will commence in September of the relevant Academic Year (accepting that Students may, subject to applicable Supplier and Provider rules, commence their study of the relevant TQ later than the teaching commencement date).

### **3 How the Services must be supplied**

- 3.1 The Supplier must provide the Services:

- 3.1.1 in full compliance with the Service Requirements and the Supplier's Response, provided always that:

- (i) the fact that the Supplier has complied with the Supplier's Response shall not limit the Supplier's obligation to satisfy the Service Requirements; and
- (ii) the fact that the Supplier has satisfied the Service Requirements shall not limit the Supplier's obligation to comply with the Supplier's Response;

- 3.1.2 to a professional standard;

- 3.1.3 with reasonable skill and care;

- 3.1.4 using Good Industry Practice;

- 3.1.5 in accordance with its own policies, processes and quality control measures to the extent that these do not conflict with this Contract;

- 3.1.6 in accordance with any agreed timings set out in this Contract;

- 3.1.7 in accordance with Law;

- 3.1.8 in accordance with the Conditions of Recognition;

- 3.1.9 in a manner that ensures that neither it, nor any of the Supplier Staff:

- (i) brings the Authority, the Department or the ESFA into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in any or all of them; and/or

- (ii) engages in any act or omission which is reasonably likely to bring the T Levels Programme into disrepute,

in either case, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract; and

- 3.1.10 in accordance with (and in a manner consistent with enabling the Supplier and the T Level Awarding Organisations to achieve the aims set out in) Schedule 4 (*Co-operation*).

3.2 The Supplier must:

- 3.2.1 co-operate and, where appropriate, consult with the Stakeholders and the Authority's third party suppliers, including but not limited to the Former Supplier, on all aspects connected with the delivery of the Services; and
- 3.2.2 ensure that Supplier Staff comply with any reasonable instructions of the Authority in relation to the Services.

**Ofqual Recognition**

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

**Impact of approval by the Authority**

- 3.5 The Supplier agrees and accepts that except for confirmation of a Variation pursuant to clause 28 (*Changing this Contract*), which expressly changes the Supplier's obligations or liabilities or the Authority's rights under this Contract, no review, comment, authorisation to proceed (as contemplated by clause 5.11.1) or approval by the Authority (including any IfATE Approval) in connection with any Product and/or Service (including in respect of the Supplier's Response, the Implementation and Delivery Plan, the Resource Plan and any documents or information submitted by the Supplier in order to obtain IfATE Approval) shall operate to exclude or limit the Supplier's obligations or liabilities or the Authority's rights under this Contract, and:
  - 3.5.1 the Supplier retains sole responsibility for ensuring that the TQ (including the Products and Services) meets and continues to meet all relevant

Service Requirements (as they may be amended from time to time in accordance with this Contract) throughout the Term; and

- 3.5.2 the Supplier acknowledges and accepts that any review, comment, authorisation to proceed or approval (including any IfATE Approval) do not constitute or imply any warranty from the Authority or Ofqual in respect of the TQ.

## **4 Pricing and payments**

- 4.1 In exchange for the provision of the Services (including the supply of the Products), the Supplier must invoice:

- 4.1.1 the Authority for the relevant Charges, which, in the case of:

- (i) the Development Charge, shall be invoiced by the Supplier at the time and in the manner set out in clauses 5.11.1(ii), or 5.13.1(ii) (*Developing the TQ and achieving IfATE Approval*) (as applicable));
- (ii) that part of the Charges referred to in limb (b) of the definition of Charges, shall, unless otherwise agreed by the Authority, be invoiced by the Supplier on IfATE Approval of the relevant TQ Change; and
- (iii) that part of the Charges referred to in limb (c) of the definition of Charges, shall be invoiced by the Supplier as set out in the relevant Variation; and

- 4.1.2 the Approved Providers for the Fees pursuant to the applicable Provider Contract.

- 4.2 The Supplier acknowledges and agrees that:

- 4.2.1 in no circumstances shall the Authority, the Department or ESFA have any liability to the Supplier in respect of the Fees. The Authority is not liable if any Provider (or other third party) fails to pay any fees or other costs (including the Fees) due from them to the Supplier; and
- 4.2.2 save as permitted by the relevant Provider Contract, the Supplier shall not be entitled to levy any costs and/or charges and/or require any further

and/or additional payment in respect of the provision of the Services (including the supply of any Products) to any Approved Provider (and/or any Student) other than the Fees.

4.3 All Fees and Charges:

4.3.1 exclude VAT, which is payable on provision of a valid VAT invoice to the applicable payor; and

4.3.2 include all costs payable by the Authority and/or any Provider (as the case may be) in connection with the Services (including the supply of the Products).

4.4 The Authority must pay the Supplier:

4.4.1 in respect of the Development Charge, the relevant Interim Milestone Payment or the Final Milestone Payment (as the case may be); or

4.4.2 in respect of any other Charges arising under clause 8 (*TQ Changes*) or clause 28 (*Changing this Contract*), the amount of any such Charges due under such clause 8 (*TQ Changes*) or clause 28 (*Changing this Contract*),

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

4.5 A Supplier invoice is only valid if it includes this Contract reference and purchase order number (if any) and other details reasonably requested by the Authority.

4.6 If there is a Dispute between the Parties as to the amount invoiced by the Supplier to the Authority, the Authority must pay the undisputed amount. The Supplier cannot suspend the provision of the Services (including the supply of the Products) unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed sums in accordance with clause 15.5 (*When the Supplier can end this Contract*). Any disputed amounts shall be resolved through the Dispute Resolution Procedure.

4.7 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

- 4.8 The Supplier can issue a written Reminder Notice to the Authority (in accordance with clauses 29.129.1 and 29.2 (*How to communicate about this Contract*)) if the Authority does not pay an undisputed invoice on time.
- 4.9 The Authority may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.10 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Authority can publish the details of the late payment or non-payment. The Supplier must also ensure that any Sub-Contract it enters into contains provisions which have the same effect as clauses 4.4, 4.6, 4.7 and this clause 4.10.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless a court orders this.

#### **Indexation of Fees and Rate Card rates**

- 4.12 The Supplier shall be entitled to adjust the Fees and the Rate Card rates which apply in respect of any Academic Year following the Academic Year in which the TQ is launched in accordance with the provisions of clause 4.13 to reflect the impact of inflation.
- 4.13 Where the Supplier wishes to adjust the Fees and/or Rate Card rates in accordance with clause 4.12:
- 4.13.1 the Supplier shall notify the Authority in writing of the proposed percentage adjustment in the existing Fees and/or Rate Card rates and the resulting new Fees and/or Rate Card rates by the end of February in the Academic Year prior to the Academic Year in respect of which the adjustment is to apply ("**Calculation Date**");
- 4.13.2 the proposed percentage adjustment to the relevant then current Fees or Rate Card rates must be no greater than the percentage increase in the preceding 12 months of the UK Consumer Price Index most recently published by the UK Office of National Statistics prior to the Calculation Date; and

- 4.13.3 the proposed adjustment calculated in accordance with this clause 4.13 shall not operate to adjust the Fees or Rate Card rates for the then current Academic Year, but shall operate to adjust the Fees or Rate Card rates as applicable with effect from the immediately following Academic Year.
- 4.14 In addition to any changes to the Entry Fee by virtue of clause 4.13, the Entry Fee may be subject to change from time to time, in accordance with the provisions set out in Schedule 6A.
- 4.15 Except as set out in clause 4.13, neither the Charges, the Fees nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations under this Contract.

## **5 Developing the TQ and achieving IfATE Approval**

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

### **Requirement for IfATE Approval**

- 5.2 The Supplier acknowledges and accepts that:
- 5.2.1 the Supplier shall not make the whole or any part of the Initial TQ Deliverables available to Eligible Providers and/or Approved Providers for delivery to Students until IfATE Approval has been granted; and
- 5.2.2 the Supplier shall, where possible, (and in each case with the prior written consent of the Authority) share draft versions of the Initial TQ Deliverables and Guide Standard Exemplification Materials, with Eligible Providers and/or Approved Providers to support their preparations to deliver the TQ.

### **General development obligations**

- 5.3 The Supplier must:
- 5.3.1 design and develop the TQ in accordance with paragraphs 2.1 and 2.2 of Part 1 of the Service Requirements and in order to meet the Milestones;



- 5.3.2 consult with:
- (i) the Authority, the Department, ESFA and the Route Panels; and
  - (ii) a representative sample of Providers and Employers,
- in the design and development of the TQ (including as contemplated by paragraph 2.1.4 of the Service Requirements);
- 5.3.3 take into account any input received from the Route Panel, and where applicable, the T Level Panels in the design and development of the TQ, and consult as appropriate with the T Level Panels and/or the Route Panel prior to the first Interim Milestone;
- 5.3.4 co-operate (as required) and work collaboratively with the Authority to achieve IfATE Approval of the TQ;
- 5.3.5 take into account the Technical Qualifications Service Requirements Explanatory Note together with any guidance as issued by the Authority from time to time in the design and development of the TQ, and provide input when reasonably requested by the Authority to support the development and updating of such Technical Qualifications Explanatory Note; and
- 5.3.6 submit to the Authority an updated Implementation and Delivery Plan and Resource Plan within 5 Working Days from the Effective Date.

#### **Development support from the Authority**

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

by the Authority the Supplier's Chief Executive Officer or an equivalently senior individual shall attend the next TQ Development Meeting.

5.5 The Supplier shall:

5.5.1 not less than 5 Working Days prior to each TQ Development Meeting, submit the Development Phase Report to the Authority in respect of the relevant month, together with, without prejudice to paragraph 2.5 of Part 1 of the Service Requirements:

(i) updated versions (meeting all of the requirements of the relevant Product Description) of the following Products:

(A) the Implementation and Delivery Plan;

(B) the Resource Plan;

(C) the Risk Register; and

(D) the Issues Log; and

(ii) as requested by the Authority from time to time, the then current versions of the following:

(A) the TQ Specification;

(B) the Assessment Strategy;

(C) the TQ Specimen Assessment Materials;

(D) the Guide Standard Exemplification Materials;

(E) the Provider Approval Criteria;

(F) the Submission Issues Log;

(G) Employer & Provider Engagement Strategy; and

(H) any draft version of the Key Dates Schedule that the Supplier intends shall (if Approved) become the Key Dates Schedule for the purposes of this Contract from time to time,

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

5.5.2 provide a verbal summary at each such TQ Development Meeting of the progress of development of the TQ as against the Implementation and Delivery Plan and Resource Plan and any identified risks to the on time delivery of the TQ and proposed resolutions.

5.6 The Authority shall provide minutes setting out an accurate summary of each such TQ Development Meeting within 5 Working Days of each such meeting.

### **Submission process**

5.7 The Supplier shall, on or prior to the applicable Submission Date, make all Submissions to the Authority necessary in respect of IfATE Approval in accordance with paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements.

5.8 The Supplier shall ensure that all Submissions made in accordance with clause 5.7 meet all of the requirements for each Submission as set out in paragraph 2.1 of Part 1 and Annex 7 to the Service Requirements. Unless notified otherwise by the Authority in writing, the Supplier shall continue its ongoing work in relation to the Initial TQ Deliverables following each Submission whilst such Submission is being considered by the Authority and/or Ofqual. For the avoidance of doubt, this means that the Supplier, following each Submission for each Interim Milestone, shall not await notification from the Authority in accordance with Clause 5.11 below before continuing work on the Initial TQ Deliverables required for any subsequent Milestone.

5.9 The Supplier shall submit to the Authority for Approval, a final version of the Guide Standard Exemplification Materials in accordance with paragraph 2.1 of Part 1 and Annex 7 to the Service Requirements.

5.10 The Supplier shall respond promptly to the Authority to any requests from the Authority for further information to support any Submission and/or the IfATE Approval process.

5.11 In respect of each Interim Milestone, the Authority and, if relevant, Ofqual will consider each Submission made in accordance with clause 5.7 and 5.8 and, within a timeframe

which should allow the TQ to be developed in time for delivery in accordance with this Contract:

5.11.1 if the Authority considers that the Submission (or Re-Submission (as the case may be)) meets all of the requirements of paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone, the Authority shall:

- (i) confirm in writing to the Supplier that such requirements have been met; and
- (ii) where the relevant Interim Milestone attracts an Interim Milestone Payment, pay to the Supplier (in accordance with clause 4 (*Pricing and payments*)) the applicable Interim Milestone Payment; or

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

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

- (A) that notwithstanding the failure of the Submission (or Re-Submission (as the case may be)) to meet all of the requirements of paragraphs 2.1 and 2.2 of Part 1 and Annex 7 to the Service Requirements for the relevant Interim Milestone, the Supplier shall continue with the design and development of the TQ without having to make a Re-Submission, provided that the relevant issues are addressed by any timescales specified by the Authority and in any event no later than by the Final Approval Milestone Date; and
- (B) whether the Authority will be withholding payment of the applicable Interim Milestone Payment (if any), following which the Supplier shall promptly address the issues identified / further information required, as part of its ongoing development of the TQ in accordance with the timescales specified by the Authority. If the Authority is withholding payment of any applicable Interim Milestone Payment, subject to the Supplier having addressed the issues identified in accordance with the required timescales (and in any event no later than by the Final Approval Milestone Date), clause 5.11.1(ii) will apply.

- 5.12 The Supplier acknowledges and agrees that owing to the meeting dates scheduled for the IfATE Approval process, any delay in making the Final Submission to the Authority by the Final Approval Milestone Date may cause a delay of several weeks for IfATE Approval. Accordingly, failure by the Supplier to make the Final Submission in accordance with clause 5.7 and/or 5.8 by the Final Approval Milestone Date, other than due to a breach of this Contract by the Authority, shall be a Critical Service Failure.
- 5.13 In respect of the Final Approval Milestone, the Authority and, if relevant, Ofqual will consider the Final Submission made by the Supplier in accordance with clause 5.7 and 5.8 and, within a timeframe which should allow the TQ to be developed in time for delivery in accordance with this Contract:

- 5.13.1 if the Authority considers that the Final Submission (or Final Re-Submission (as the case may be)) meets the requirements for IfATE Approval, then the Authority shall:
- (i) confirm to the Supplier in writing that the TQ has IfATE Approval and that, subject (if applicable) to clause 7.2 (*Interaction with Providers*) and clause 14.3.1 (*What may happen if there are issues with your provision of the Services*), the Supplier is authorised to proceed to make the TQ available to Approved Providers for delivery to Students in accordance with clause 6 (*Operating the TQ*); and
  - (ii) pay to the Supplier (in accordance with clause 4 (*Pricing and payments*)) the Final Milestone Payment, together with any outstanding Interim Milestone Payments or;
- 5.13.2 if the Authority considers that the Final Submission (or Final Re-Submission (as the case may be)) does not meet the requirements for IfATE Approval, then the Authority shall either
- (i) notify the Supplier in writing of the issues that need to be addressed and/or the additional information that needs to be provided and the Supplier shall within 10 Working Days (or such longer timeframe as is agreed in writing by the Authority) address such issues and resubmit the relevant documentation and/or provide such additional information, following which this clause 5.13 will apply to such Final Re-Submission or
  - (ii) take any other steps available to it under the contract.
- 5.14 The Supplier acknowledges and accepts that the Authority will share, as it deems necessary, with Ofqual, the Department, ESFA, and the Route Panel:
- 5.14.1 all Submissions (including any Final Submission) and/or Re-Submissions (including any Final Re-Submissions) submitted by the Supplier under clause 5.7 and/or clause 5.13;
  - 5.14.2 any information required by the Authority pursuant to clause 5.10;

5.14.3 any information required by Ofqual for the Regulation of the TQ or to perform the statutory functions of Ofqual; and/or

5.14.4 any other information it holds in relation to the Supplier,

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

## **6 Operating the TQ**

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

6.2 The Supplier shall meet all KPIs in the delivery of the Services (other than the Initial Development Services).

6.3 The Supplier must comply with the current version of any Key Dates Schedule in respect of the making available of the TQ and the performance of the Services (other than the Initial Development Services).

6.4 The Supplier must provide materials and Student Information to the Authority in accordance with paragraphs 5, 8 and 10 of Part 1 of the Service Requirements to enable the Authority to keep a record in the event such materials and/or information is required for the transfer of Services to a Replacement Supplier.

6.5 The Supplier shall promptly provide to the Authority such materials relating to the TQ and Student Information as are requested in writing by the Authority to enable work by or on behalf of the Authority and/or Ofqual to ensure the ongoing maintenance between Cohorts of the grades and standards of the TQ and the wider T Level Programme.

6.6 The Supplier shall actively promote the TQ to Eligible Providers.

## **7 Interaction with Providers**

7.1 The Supplier shall, in accordance with the requirements set out in paragraph 3 of Part 1 of the Service Requirements, operate a procedure to receive applications for Provider

Approval from Eligible Providers that wish to make the TQ available to Students, and where the relevant Provider Approval Criteria are met to grant Provider Approval and notify the Approved Providers accordingly. The Supplier acknowledges and agrees that:

7.1.1 it shall not be entitled or permitted to:

- (i) charge any additional costs, charges and/or fees arising out of or in connection with the implementation and operation of such procedure and/or the granting of Provider Approval; and/or
- (ii) impose any additional requirements (other than a Provider Contract) on any Eligible Provider and/or Approved Provider (as applicable) as a condition to and/or consequence of the grant of Provider Approval;

7.1.2 only an Eligible Provider shall be eligible to be granted Provider Approval by the Supplier in respect of the TQ; and

7.1.3 subject to clause 7.1.2 and without prejudice to paragraph 3.1.1 of Part 1 of the Service Requirements, the Supplier shall promptly grant Provider Approval to Eligible Providers who meet the Provider Approval Criteria following receipt of their application for Provider Approval.

7.2 The Supplier shall review and assess Approved Providers on an ongoing basis in accordance with paragraph 3.1.2 of Part 1 of the Service Requirements to ensure that they continue to meet the requirements for Provider Approval to make the TQ available to Students and, subject to the provisions of paragraphs 3.2 to 3.5 (inclusive) of Part 1 of the Service Requirements, where an Approved Provider no longer meets the Provider Approval Criteria, the Supplier shall revoke such Provider Approval.

7.3 The Supplier shall ensure that:

7.3.1 prior to any Eligible Provider making the TQ available to Students:

- (i) the Eligible Provider is an Approved Provider;
- (ii) a binding Provider Contract is in place with the relevant Approved Provider; and



- 7.3.2 the Provider Services shall only be provided to an Approved Provider during the term of, and subject to the provisions of, the applicable Provider Contract.
- 7.4 Without prejudice to paragraph 5 of Part 1 of the Service Requirements, the Supplier shall promptly register a Student for the TQ following receipt by the Supplier of an application for registration of that Student from an Approved Provider.
- 7.5 The Supplier shall, on written request by the Authority, promptly provide a copy of each Provider Contract to the Authority and to the Department and/or the ESFA.
- 7.6 The Supplier shall retain copies of all documentation and information in relation to arrangements with Eligible Providers and Approved Providers, including all such documentation and/or information arising out of or in connection with:
- 7.6.1 the application for and/or the grant of Provider Approval referred to in clause 7.1; and
- 7.6.2 the ongoing monitoring of Approved Providers by the Supplier referred to in clause 7.2,
- and without prejudice to the generality of the definition of IfATE Data, such documentation and information shall form part of the IfATE Data to which the provisions of clause 18 (*Data protection and information*) shall apply.
- 7.7 The Supplier shall make available the Additional Services and provide the Additional Services on request by Approved Providers in accordance with paragraphs 5, 6, and 9 of Part 1 of the Service Requirements.
- 7.8 The Supplier shall be permitted to offer and provide additional products and/or services in each case related to the TQ to Approved Providers (and Students), provided always that:
- 7.8.1 such additional products and services are not identical to, or performing an equivalent function in relation to the TQ to, the whole or any part of the Products and/or the Services (including the Additional Services) and offered and/or provided on alternative terms and/or conditions (including as to timing or quality) to those terms and conditions which would apply pursuant to this Contract to the applicable Products and/or Services;

7.8.2 without prejudice to clause 7.1.1(ii) and the requirements of Schedule 17 (*Provider Contract Requirements*), the Supplier shall not, other than the Provider Contract, impose any condition on any Eligible Provider (including any Approved Provider) and/or Student to purchase such additional products and/or services as a condition to and/or consequence of:

- (i) the grant of any Provider Approval; and/or
- (ii) the proper performance of any of the Services (and/or the supply of any Products); and

7.8.3 the Supplier shall not (in making available such products and/or services available and/or in respect of the terms on which such products and/or services are made available) favour one Provider and/or group of Providers or one Student and/or group of Students over another.

7.9 *The Supplier shall comply with Schedule 17 (Provider Contract Requirements) in respect of its contracts with Approved Providers in relation to the TQ.*

## **8 TQ Changes**

8.1 The Supplier acknowledges and agrees that the Authority may request changes to the TQ and that the Authority may publish revised Outline Content from time to time.

8.2 The Supplier must ensure that the Approved Initial TQ Deliverables reflect the version of the Former Supplier's TQ Specification as at the Effective Date ("**Initial Content Date**") and that the Approved Initial TQ Deliverables reflect any TQ Change requested by the Authority before IfATE Approval.

8.3 The Supplier must make any TQ Change reasonably requested by the Authority to reflect any changes to the Former Supplier's TQ Specification or, if relevant, the Outline Content following the Initial Content Date subject to the terms of this clause 8.

8.4 The Authority may carry out annual reviews in each Academic Year where a new Cohort is commencing the TQ in the following Academic Year to identify any potential TQ Changes required by the Authority. The Authority may prepare and submit to the Supplier by the relevant dates prescribed by the TQ Content Updating Schedule in each such Academic Year up to two annual guidance notes setting out the output of

the Authority's reviews in relation to Inclusive TQ Changes and Exclusive TQ Changes respectively. Where the Authority identifies any potential TQ Change (in an annual guidance note or otherwise), the Authority shall promptly notify the Supplier in writing of details of the potential TQ Change.

8.5 Without prejudice to paragraphs 2.5 and 2.6 of Part 1 of the Service Requirements which shall apply in addition to any annual review, the Supplier shall carry out an annual review of the TQ once in each Academic Year, taking into account the output of any Authority annual guidance note(s) pursuant to clause 8.4 and any additional updates the Supplier has proposed to the TQ (to the extent that such updates have not otherwise been Approved pursuant to paragraph 2.5 or 2.6 of Part 1 of the Service Requirements), to identify any potential TQ Changes required to ensure ongoing compliance of the TQ with the Service Requirements. Where the Supplier identifies any potential TQ Change, the Supplier shall promptly notify the Authority in writing of details of the potential TQ Change.

8.6 Where a TQ Change is an Exclusive TQ Change, the Parties shall follow the Variation procedure set out in clause 28 (*Changing this Contract*) in respect of the relevant Exclusive TQ Change. The Charges relating to such Exclusive TQ Change shall be agreed between the Parties as part of the Impact Assessment for the relevant Variation, each Party acting reasonably and promptly, prior to the Supplier commencing work on the Exclusive TQ Change. The relevant Charges shall:

8.6.1 be a reasonable cost for implementing the Exclusive TQ Change in the circumstances;

8.6.2 take into account and be calculated using:

- (i) for personnel related costs and other relevant charges which are set out in the Rate Card, the applicable Rate Card rates; and
- (ii) reasonable charges for any non-personnel related costs which are not included in the Rate Card and which will be incurred by the Supplier to implement the Exclusive TQ Change; and

8.6.3 be consistent with the costs applicable to any relevant costed change scenario set out in Schedule 6 (*Pricing Schedule*) or, where no costed change scenario for the applicable TQ Change is set out in Schedule 6

(*Pricing Schedule*), be calculated on the same basis and using the same logic and inputs as those which applied to determine the costs for the costed change scenarios, as such logic and inputs may be amended only to the extent as is necessary to reflect the TQ Change in question.

8.7 Where the TQ Change is an Inclusive TQ Change, the Supplier shall implement such Inclusive TQ Change at the cost of the Supplier and there shall be no additional Charges or Fees as a result of such Inclusive TQ Change.

8.8 The Supplier shall obtain the Authority's prior written agreement before implementing any TQ Change which, in the case of an Exclusive TQ Change, shall be in the form of an executed Variation to this Contract. Following such agreement the Supplier shall, unless otherwise agreed with the Authority, implement:

8.8.1 Inclusive TQ Changes such that the updated TQ is ready for teaching to new Students in the next Academic Year following the date of such agreement; and

8.8.2 Exclusive TQ Changes such that the updated TQ is ready for teaching to new Students in the second Academic Year following the date of such agreement,

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

8.9 The Supplier shall consult with a representative sample of relevant Employers and take into account the output of consultation with such Employers as appropriate in relation to any TQ Change in accordance with the Service Requirements and shall provide the Authority with evidence of such consultation.

8.10 If the Supplier makes any Inclusive TQ Changes, the Supplier must resubmit the TQ documentation including any Products (as amended to reflect the TQ Change in question) to the Authority for agreement by the relevant date prescribed by the TQ Content Updating Schedule, unless otherwise agreed with the Authority, before (where applicable) making the relevant revised version of the TQ available to Approved Providers for delivery to Students.

- 8.11 If the Supplier makes any Exclusive TQ Changes, the Supplier must resubmit the TQ documentation including any Products (as amended to reflect the TQ Change in question) to the Authority for IfATE Approval by the relevant date prescribed by the TQ Content Updating Schedule, unless otherwise agreed with the Authority, before (where applicable) making the relevant revised version of the TQ available to Approved Providers for delivery to Students and the provisions of clause 5.13 shall apply to such amended TQ documentation as if references to the “Final Submission” (or “Final Re-Submission” (as the case may be)) in that clause 5.13 are references to the “TQ documentation including any Products (as amended to reflect the TQ Change in question)”; reference to the “Final Approval Milestone” is a reference to the “TQ Change in question”; and references to payment refer to payment of any charges agreed in the applicable Variation.
- 8.12 Unless otherwise agreed with the Authority in writing, any agreed or approved (as the case may be) updates to the TQ must (where applicable) be made available to Approved Providers by the Supplier by the relevant date prescribed by the TQ Content Updating Schedule.

## **9 Record keeping, monitoring and reporting**

- 9.1 Without prejudice to clause 5.5 (*Developing the TQ and achieving IfATE Approval*) and clause 7.6 (*Interaction with Providers*), the Supplier shall:
- 9.1.1 monitor and report (in an Operational Delivery Report) its performance of the Services (other than the Initial Development Services) in accordance with Schedule 15 (*Monitoring of Performance*) and the Parties agree that the provisions of such Schedule 15 (*Monitoring of Performance*) shall apply to determine (amongst other things) the process following (and the outcome of) such monitoring and reporting (including in relation to the carrying out of the Performance Review Meeting and the requirement for and consequences of any KPI Improvement Plan); and
- 9.1.2 comply with the record keeping and reporting obligations set out in paragraphs 5, 8 and 10 of Part 1 of the Service Requirements.
- 9.2 The Supplier must allow, and must ensure that any Key Subcontractor allows, any Auditor access to the Supplier’s or Key Subcontractor’s premises and/or systems

(including IT systems), as relevant, to Audit everything to do with this Contract and/or to obtain any information required in relation to any investigation by Ofqual.

- 9.3 The Supplier must provide, and must ensure that any Key Subcontractor provides, information to the Auditor and reasonable co-operation at the Auditor's request to enable any Audit to be undertaken.
- 9.4 The Supplier must create and maintain throughout the Term a full and accurate version control log recording all TQ Changes made during the Term.
- 9.5 The Supplier shall maintain and shall promptly, following a written request by the Authority, provide to the Authority, the following:
  - 9.5.1 the Supplier's detailed and up to date cost model for the provision of the Services under this Contract including a future projection for the remaining Term;
  - 9.5.2 details of the income received by the Supplier through the provision of the Services during the Term to date, including a breakdown by service and customer and a future projection for the remaining Term; and
  - 9.5.3 the Supplier's calculation of the overall level of profit it has achieved during the Term to date through the Services provided under this Contract.

## **10 Staff Transfer**

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

## **11 Supplier Staff and Subcontracting**

### **Supplier Staff**

- 11.1 The Supplier Staff involved in the performance of this Contract must:

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

### **Subcontracting**

- 11.5 The Supplier shall comply with the provisions of Schedule 8 (*Supply Chain (including approved Subcontractors)*) in respect of the appointment (including any proposed appointment) and/or management of any Subcontractor (including any Key Subcontractor).
- 11.6 Sub-contracting any part of this Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Contract.

## **12 Rights and protection**

- 12.1 The Supplier warrants and represents that:
  - 12.1.1 it has full capacity and authority to enter into and to perform this Contract;
  - 12.1.2 this Contract is executed by its authorised representative;
  - 12.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;

- 12.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
  - 12.1.5 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;
  - 12.1.6 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
  - 12.1.7 it is not subject to an Insolvency Event; and
  - 12.1.8 all statements made, and documents submitted, as part of the procurement of the Services (including in the Supplier's Response) are true and accurate.
- 12.2 The warranties and representations in clause 12.1 are repeated each time the Supplier provides the Services and/or supplies any Products under this Contract.
- 12.3 The Supplier indemnifies the Authority in full against all Losses suffered or incurred by the Authority arising out of or in connection with third party claims that result from the provision of the Services including the supply of the Products.
- 12.4 All claims indemnified under this Contract (including for the avoidance of doubt any indemnified IPR Claim) must use the process set out in clause 30 (*Dealing with claims*).
- 12.5 The Authority can, even if it has made a claim in respect of the breach, still terminate this Contract for breach of any warranty or indemnity where it is entitled to do so.
- 12.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

### **13 Intellectual Property Rights**

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

- 13.1 The Supplier agrees to deliver such materials, and to assign or licence all IPR in such materials, as it creates, identifies for use, or uses as part of or for the Operation of the TQ to which the Authority and/or a Replacement Supplier with Relevant Competence would reasonably require access:



- 13.1.1 for the Authority to carry out its activities in relation to the T Level and TQ, including the approval, oversight and maintaining the integrity of the T Level and TQ;
  - 13.1.2 for the transfer of the Operation of the TQ to a Replacement Supplier; and
  - 13.1.3 for the Replacement Supplier to Operate (including maintaining the integrity of, modifying and developing) the TQ,  
  
in a seamless, Transparent manner; and
  - 13.1.4 to compete openly and effectively any future competition or tender for the Operation of the TQ or a Replacement TQ.
- 13.2 Without limiting the generality of clause 13.1:
- 13.2.1 the Supplier agrees to assign to the Authority all IPR in the Key Materials (including in Products) in accordance with the TQ Assignment and Licence;
  - 13.2.2 the Supplier agrees to licence the Authority, with the right to sublicense, all IPR in the Ancillary Materials, in accordance with the TQ Assignment and Licence; and
  - 13.2.3 in respect of any IPR in Key Materials, to the extent that the same are not at the relevant time vested absolutely in the Authority, the Supplier agrees to license the Authority, with the right to sublicense, such IPR in Key Materials, in accordance with the TQ Assignment and Licence.
- 13.3 Except as set out above or otherwise expressly provided in this Contract:
- 13.3.1 the Authority shall not by virtue of this Contract acquire title to or rights in any Background IPR owned by the Supplier or any third party; and
  - 13.3.2 the Supplier shall not by virtue of this Contract acquire title to or rights in any Background IPR owned by the Authority or licensed by any third party to the Authority.
- 13.4 Without prejudice to the other provisions of this Contract, the assignments and licences referred to in clause 13.2 shall be subject to the terms of the TQ Assignment and

Licence (during and after the Term), including the warranties and representations set out in the TQ Assignment and Licence. The Authority and the Supplier will enter into the TQ Assignment and Licence in the form set out in Schedule 14 (*Form of Assignment and Licence*) on the Effective Date.

**Rights granted to the Supplier**

13.5 The Authority hereby grants to the Supplier a non-exclusive worldwide, royalty free licence with the right to sublicense, subject to, and in accordance with, the terms of this Contract, to use:

13.5.1 the Former Supplier's TQ Specification and, if relevant, the Outline Content;

13.5.2 the IfATE Data; and

13.5.3 any Authority Background IPR in other materials specifically identified for use in the provision of the Services in accordance with this sub-clause,

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

13.6 The Authority hereby grants to the Supplier, in so far as any relevant Intellectual Property Rights have been assigned to the Authority or are otherwise at the time vested in the Authority in accordance with clause 13.2 a worldwide, royalty free licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during the Term in relation to the TQ subject to, and in accordance with, the relevant terms of this Contract.

13.7 Subject to clause 13.8, the licence to the Supplier under clause 13.6 shall be exclusive during the Term solely in respect of use of the Key Materials for the provision of the Services in respect of the Exclusive Cohorts.

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

13.8 The Authority will retain:

13.8.1 (for the avoidance of doubt) the non-exclusive right to use the Key Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and

13.8.2 the right to use the Key Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials:

- (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, where such competition or tender is for such delivery and Operation during any Transition Period and/or following expiry or termination of this Contract (ie the End Date); and
- (ii) to deliver and Operate the TQ and/or any Replacement TQ, during any Transition Period; and

13.8.3 the right to sub-license others to exercise the rights set out in this clause 13.8.

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

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

13.10 The Supplier may use its name, logos, trade marks and/or other signs which refer to the Supplier on Key Materials and Ancillary Materials and other materials used in the Operation of the TQ or to promote the TQ which are of the type set out in the T Level Branding Guidelines, provided that any such use shall be strictly as set out in the T Level Branding Guidelines. Without prejudice to the last sentence, the Supplier shall, on notice from the Authority, provide representative samples of all such use, and, if the notice so requests, provide such samples a reasonable period in advance of any proposed such use together with a period (not being less than 7 Working Days) for comment. The Authority may notify the Supplier within such period of any comments,

including any requirements it has in respect of such use, and, the Supplier shall take reasonable account of any such comments and comply with any reasonable requirements of the Authority so notified.

13.11 The Supplier shall not use its name, logos, trade marks and/or other signs which refer to the Supplier, in a trade mark manner or as any designation of origin, on any material referred to in clause 13.10 or otherwise in connection with its Operation of T Levels or T Level technical education qualifications (including the TQ), except as provided in clause 13.10 or otherwise with the specific Approval of the Authority; and in any event any use of its name, logos, trade marks and/or other signs which refer to the Supplier in connection with the T Level or T Level technical education qualifications (including the TQ) shall not be such as to make, suggest or imply any connection between the Authority or any T Levels or any T Level technical education qualifications and the Supplier, or endorsement by the Authority or the Department, other than as arises under this Contract or any other contract for the supply of T Level technical education qualifications.

13.12 The Supplier shall:

13.12.1 apply to all Key Materials and Ancillary Materials provided to any third party, the Authority's name and logo in such manner as is reasonably prescribed from time to time in writing by the Authority; and

13.12.2 use in respect of the TQ, including, unless otherwise agreed with the Authority, on all Key Materials and Ancillary Materials, such descriptive name (for example in the form: "[technical qualification] in Construction") as is determined by the Authority or proposed by the Supplier and agreed by the Authority,

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

#### **Supplier's operation of other qualifications**

13.13 The Supplier shall not, within or outside England, offer or promote any qualification other than the TQ as:

- 13.13.1 being the TQ (or any other technical qualification forming part of a T Level) or T Level (or part of a T Level);
- 13.13.2 being identical in terms of content and assessment requirements to the TQ (or any other technical qualification forming part of a T Level) or T Level and/or including identical components to the TQ (or any other technical qualification forming part of a T Level) or T Level; or
- 13.13.3 demonstrating the same level of occupational competence as the TQ (or any other technical qualification forming part of a T Level) or T Level,

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

13.14 The Supplier may only re-use the whole of the TQ in an un-amended or materially un-amended form, other than as part of the Services during the Term, as follows:

- 13.14.1 in the Operation of qualifications for any of the Devolved Administrations, with the specific Approval of the Authority;
- 13.14.2 in the Operation of qualifications in England intended for and only marketed to students who are not in the category known as “16 to 19 year old”, with the specific Approval of the Authority; and
- 13.14.3 in the Operation of qualifications outside the UK, save in any jurisdictions the Authority excludes by notice to the Supplier,

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

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

### **Dealing with intellectual property claims**

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

### **Portability of the TQ**

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

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

- 14.1 The Supplier must notify the Authority promptly in writing if:
- 14.1.1 it becomes aware of any problem or complaint from any individual or organisation in relation to the making available and/or operation of the TQ;
  - 14.1.2 it makes any changes to its management, governance, organisational and/or operational structure or capacity from that which is set out in the Supplier's Tender which shall or may be material to the provision of the Services;
  - 14.1.3 it undergoes or proposes to undergo (or, without prejudice to clause 15.7 (*When Sub-Contracts can be ended*) becomes aware that a Subcontractor has undergone or proposes to undergo) a change of Control;

- 14.1.4 there is a material adverse change in the financial circumstances of the Supplier, the Supplier becomes aware of a material adverse change in the financial circumstances, or the Supplier has (or anticipates that it may have) insufficient funding to adequately resource its obligations under this Contract;
  - 14.1.5 it becomes aware of any circumstances relating to the Supplier or any Subcontractor which shall or may bring into disrepute and/or diminish the trust that the public places in the Authority, the Department or the ESFA and/or the T Levels Programme (including any Conflict of Interest (as contemplated by clause 36 (*Conflict of interest*)) and/or any child protection and/or data handling issues and/or incidents);
  - 14.1.6 it becomes aware of any issue which shall or may have an adverse impact on Students studying for the TQ;
  - 14.1.7 it is required, pursuant to the Conditions of Recognition, to notify Ofqual of any event that has occurred (or is likely to occur) which it has cause to believe could have an “Adverse Effect” (as defined in the Conditions of Recognition);
  - 14.1.8 any of the circumstances in clause 15.7 (*Ending or extending this Contract*) occur; or
  - 14.1.9 a Critical Service Failure occurs.
- 14.2 If:
- 14.2.1 the Supplier has failed to make the Submission for the relevant Interim Milestone on or prior to the Submission Date for that relevant Interim Milestone;
  - 14.2.2 the Authority reasonably believes that:
    - (i) the Supplier is not likely to achieve IfATE Approval by the Final Approval Milestone Date;
    - (ii) the Authority is likely to need to withdraw IfATE Approval;
    - (iii) Ofqual is likely to need to withdraw Ofqual Recognition;

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



(C) public confidence in the TQ,

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

14.3 In the event of a Critical Service Failure, in addition to the rights of the Authority under clause 14.2 (*What may happen if there are issues with your provision of the Services*) and 15.3 (*Ending or extending this Contract*), the Authority may by serving written notice on the Supplier:

14.3.1 suspend and/or restrict any elements (in full or part) of the Services for the remainder of the Term, including a permanent prohibition or restriction on the Supplier from providing the Services (including making the TQ and/or any Products available to Approved Providers):

(i) to Cohorts (including any Exclusive Cohort) in respect of which Students are already registered for the TQ; and/or

(ii) in respect of any further Cohorts (including any Exclusive Cohort);

14.3.2 reduce the Term by one or more periods of 12 months as specified in such notice and accordingly remove one or more Cohorts from the Exclusive Cohorts; and/or

14.3.3 require the Supplier to comply with specified performance improvement conditions in relation to the Services, failing which the Term will reduce by one or more periods of 12 months as specified in such notice and the final Cohort will then be removed from the Exclusive Cohorts.

14.4 Nothing in this Contract (and no action by the Authority) shall be construed so as to limit or restrict the ability of Ofqual to take action under its statutory powers and in the event of any Dispute arising out of or in connection with Ofqual Recognition and/or any Condition of Recognition the provisions of clause 38.7 (*Resolving disputes*) will apply.

- 14.5 The Supplier shall provide (and shall procure that its Subcontractors provide) all information and cooperation as is required by the Authority to enable the Authority to investigate any alleged breach by the Supplier of its obligations under this Contract.
- 14.6 The Authority may withdraw IfATE Approval by notice in writing to the Supplier in circumstances where the requirements for IfATE Approval are no longer met by the Supplier. The Authority shall notify the Supplier in advance in writing of its proposal to withdraw IfATE Approval and shall provide a reasonable opportunity for the Supplier to make representations in relation to such proposal, and the Authority shall take such representations into account in determining whether to proceed to withdraw IfATE Approval.

## **15 Ending or extending this Contract**

- 15.1 This Contract ends on the End Date.

### **Extending this Contract**

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

### **When the Authority can end this Contract**

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

### **What happens if this Contract ends**

- 15.5 Where the Authority terminates this Contract, all of the following apply:
- 15.5.1 the Supplier shall apply to Ofqual, in accordance with the instructions of the Authority, for its Ofqual Recognition in respect of the TQ to be withdrawn;

- 15.5.2 the accumulated rights of the Authority are not affected;
- 15.5.3 the Authority grants to the Supplier a non-exclusive worldwide, royalty free irrevocable licence to use the IfATE Data solely to the extent that such IfATE Data consists of: (i) information relating to the identities of Providers and persons engaged by them, which it shall be entitled to use for any purpose; and (ii) Student Related Data provided that no individual Student can be identified from such Student Related Data, which it shall be entitled to use for research purposes in order to develop or improve upon any Supplier qualification (including material prepared, and training provided, in support of such qualification);
- 15.5.4 the Supplier must promptly return (or, where required by the Authority, delete) the IfATE Data except where required to retain copies by Law, the Conditions of Recognition, or for the purposes of exercising its rights under the licence granted under clause 15.4.3;
- 15.5.5 the Supplier must promptly return any of the Authority's property provided to it under this Contract;
- 15.5.6 the Supplier must at no cost to the Authority reasonably co-operate in the re-procurement and/or handover of the Services (including to a Replacement Supplier);
- 15.5.7 the Supplier must comply with the relevant provisions of Schedule 12 (*Exit Management*); and
- 15.5.8 this clause 15.4 and the following clauses survive the termination of this Contract: clauses 9, 12.3, 13, 16, 18, 19, 20, 22, 38 and 39 and any clauses and/or Schedules which are expressly or by implication intended to continue.

#### **When the Supplier can end this Contract**

- 15.6 The Supplier can terminate this Contract by issuing a Termination Notice if the Authority fails to pay any Charges which have fallen due under this Contract and which are directly payable by the Authority within 30 days of the date of a Reminder Notice issued by the Supplier in respect of such sum.

15.7 If the Supplier terminates this Contract under clause 15.5:

15.7.1 the Authority must promptly pay all outstanding Charges referred to in clause 15.5 to the Supplier; and

15.7.2 clauses 15.4.1 to 15.4.8 shall apply.

#### **When Sub-Contracts can be ended**

15.8 At the Authority's request, the Supplier must terminate (or procure the termination of (as the case may be)) any Sub-Contracts in any of the following events:

15.8.1 there is a change of Control of the relevant Subcontractor which is not pre-approved in writing by the Authority and which the Authority believes shall or may have an adverse impact on the Services;

15.8.2 the acts or omissions of the relevant Subcontractor have caused or materially contributed to a right of the Authority to terminate this Contract;

15.8.3 a Supplier Termination Event is caused or contributed to by the relevant Subcontractor or where any analogous events referred to in limbs (b), (d), (e), (f), (g), (h), (j) or (l) of the definition of Supplier Termination Event occurs in respect of the Subcontractor; or

15.8.4 the relevant Subcontractor sub-contracts any of its obligations in relation to the Services in breach of the requirements of this Contract.

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

16.1 Subject to the following provisions of this clause 16 each Party's total aggregate liability under this Contract (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1,000,000.

16.2 No Party is liable to the other for:

16.2.1 any indirect, special or consequential Loss; or

16.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect), provided always that, subject to clause 16.1, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses

incurred by the Authority, the Department and/or the ESFA, to the extent that they arise as a result of a Default by the Supplier:

- (i) any additional operational and/or administrative costs and expenses, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (ii) any wasted expenditure or charges;
- (iii) the additional cost of procuring Replacement Services for the remainder of the Contract Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Contract;
- (iv) any compensation or interest paid to a third party by the Authority; and
- (v) any fine or penalty pursuant to Law and any costs in defending any proceedings which result in such fine or penalty.

16.3 The Authority does not give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for purpose of any data information and/or documentation disclosed by or on behalf of the Authority prior to or after the Effective Date and neither the Authority nor any of its employees or agents shall be liable (howsoever arising) for any inaccuracy, omission, unfitness for purpose or inadequacy of any kind whatsoever in any such data information and/or documentation.

16.4 Nothing in this Contract shall operate to exclude or limit the liability of either Party in relation to the following:

16.4.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

16.4.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or

16.4.3 any liability that cannot be excluded or limited by Law.

16.5 Each Party must use its reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including where any such Losses are covered by an indemnity.

- 16.6 When calculating the Supplier's liability under clause 16.1, Losses covered by Required Insurances will not be taken into consideration.

## **17 Insurance**

- 17.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations, the Supplier shall take out and maintain at its own cost, or procure the taking out and maintenance of, the Required Insurances. The Supplier shall ensure that each of the Required Insurances is effective no later than the date on which the relevant risk commences.
- 17.2 The Required Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 17.3 The Required Insurances shall be taken out and maintained with insurers who are: (a) of good financial standing; (b) appropriately regulated; and (c) of good repute in the international insurance market.
- 17.4 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.
- 17.5 Where the Supplier has failed to purchase any of the Required Insurances or maintain any of the Required Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Required Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
- 17.6 The Supplier shall upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in full force and effect and meet in full the requirements of this clause 17. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.

- 17.7 The Supplier shall ensure that the public and products liability policy forming part of the Required Insurances shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

**18 Data protection and information**

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

- 18.8 The Supplier must pay each Party's reasonable costs of complying with clause 18.7 unless the Authority is at fault.
- 18.9 The Supplier:
- 18.9.1 must provide the Authority with all IfATE Data in an agreed open format within 10 Working Days of a written request;
  - 18.9.2 must have documented processes to guarantee prompt availability of IfATE Data if the Supplier stops trading;
  - 18.9.3 must securely destroy all Storage Media that has held IfATE Data at the end of life of that media using Good Industry Practice;
  - 18.9.4 must securely erase all IfATE Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it; and
  - 18.9.5 indemnifies the Authority against any and all Losses suffered or incurred by the Authority if the Supplier and/or any Key Subcontractor breaches this clause 18 and/or any Data Protection Legislation.

## **19 What must be kept confidential**

### **Confidential Information**

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



- to do so by such applicable Law or by such court) notifies the Disclosing Party in advance of disclosure of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed to it by the Disclosing Party;
  - 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
  - 19.2.4 if the information was in the public domain at the time of the disclosure;
  - 19.2.5 if the information was independently developed without access to the Confidential Information of the Disclosing Party;
  - 19.2.6 to its auditors or for the purposes of regulatory requirements;
  - 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis;
  - 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010; and/or
  - 19.2.9 where disclosure is permitted in accordance with Schedule 4 (*Co-operation*).
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier must ensure that the Supplier Staff enter into a direct confidentiality agreement with the Authority at the Authority's request.
- 19.4 The Authority may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Authority;
  - 19.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;

- 19.4.3 where permitted by the Apprenticeships, Skills, Children and Learning Act 2009, (including to the Department, ESFA or Ofqual and as contemplated by clause 5.15 (*Developing the TQ and achieving IfATE Approval*);
  - 19.4.4 if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
  - 19.4.5 where requested by Parliament;
  - 19.4.6 under clauses 4.10 (*Pricing and payments*) and 20 (*When information can be shared*); or
  - 19.4.7 save for Exit Information, where the information was generated as part of the provision of the Services.
- 19.5 For the purposes of clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in this clause 19.

#### **Student Related Data**

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

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

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

## **20     When information can be shared**

20.1   The Supplier acknowledges that:

20.1.1     the Transparency Reports; and

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

(together the “**Transparency Information**”) is not Confidential Information.

20.2   The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

20.3   Within the timescales required by the Authority, the Supplier must give the Authority full co-operation and information needed so the Authority can:

20.3.1     publish the Transparency Information; and

20.3.2     comply with any Request for Information.

20.4   The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose information (including Confidential Information and Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. However, to the extent that it is permitted to do so (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA), the Authority shall, in relation to any Request for Information relating to Confidential Information or Commercially Sensitive Information of the Supplier:

20.4.1     notify the Supplier of such Request for Information as soon as is reasonably practicable; and

20.4.2     allow the Supplier to make representations in relation to any exemptions the Supplier considers may apply to the disclosure of its information under the Request for Information and take such representations into account when making its decision of what it will disclose.

- 20.5 Notwithstanding any other provision in this Contract, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

**21 Invalid parts of this Contract**

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

**22 No other terms apply**

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

**23 Other people's rights in this Contract**

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

**24 Circumstances beyond either Party's control**

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

- 24.3 Where the Authority terminates under clause 24.2:
- 24.3.1 each Party must cover its own Losses; and
- 24.3.2 subject to clause 24.3.1, clause 15.4 applies.
- 24.4 Neither Party can rely on clause 24.1 where the inability to perform its obligations arises, directly or indirectly, due to the exit from the European Union by the United Kingdom.
- 24.5 The Supplier may not rely on clause 24.1 to the extent that the inability to perform its obligations arises directly or indirectly out of a failure by the Supplier to comply with its Business Continuity Plan.

## **25 Relationships created by this Contract**

- 25.1 This Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent itself accordingly and ensure the Supplier Staff do so.

## **26 Giving up contract rights**

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

## **27 Transferring responsibilities**

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

## **28     Changing this Contract**

- 28.1     If any change is required which is an Inclusive TQ Change, clause 8 (*TQ Changes*) shall apply in relation to such change, and this clause 28 shall not apply to any Inclusive TQ Change.
- 28.2     Either Party can request a Variation to this Contract, including the addition or removal of one or more Occupational Specialist Components.
- 28.3     The Supplier cannot unreasonably withhold or delay their consent to a Variation to this Contract.
- 28.4     The Supplier must provide an Impact Assessment either:
- 28.4.1     with the Variation Form, where the Supplier requests the Variation; or
  - 28.4.2     within the time limits included in a Variation Form where the Authority requests the Variation.
- 28.5     If the Variation cannot be agreed or resolved by the Parties, the Authority can either:
- 28.5.1     agree that this Contract continues without the Variation; or
  - 28.5.2     treat such failure as a Dispute which shall be addressed through the Dispute Resolution Procedure.
- 28.6     A Variation of this Contract is only effective if agreed in writing and signed by both Parties.
- 28.7     If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges and/or the Fees in respect of that change.
- 28.8     If there is a Specific Change in Law or one is likely to happen during the Contract Period, the Supplier must give the Authority notice of the likely effects of the Specific Change in Law as soon as reasonably practical. The Supplier must also say if it thinks any Variation is needed either to the Services, the Products and/or this Contract and provide evidence:
- 28.8.1     that the Supplier has kept costs as low as possible and/or maximised any cost savings (as the case may be) including any Subcontractor costs; and

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

## **29     How to communicate about this Contract**

- 29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. Unless expressly stated in this Contract or otherwise communicated in writing by the Authority, an email is not effective notice unless also sent by post or delivered by hand on the same day. For the avoidance of doubt, this clause 29.1 does not apply to a Variation, which must be implemented in accordance with clauses 28.2 to 28.6.
- 29.2 Subject to clause 29.1, notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Authority's Head of Commercial Delivery Management [REDACTED] and the Authority's Head of Legal [REDACTED]
- 29.3 Subject to clause 29.1, notices to the Supplier must be sent to the Supplier Authorised Representative's address and email address.
- 29.4 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **30     Dealing with claims**

- 30.1 If a Beneficiary is notified of or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
- 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - 30.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim or enter into any agreement or compromise in relation to the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.



- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation (or, in the case of the Authority as a Beneficiary, the reputation of the Authority, the Department and/or the ESFA or the wider T Levels Programme).
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the relevant Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

## **31 Preventing fraud, bribery and corruption**

- 31.1 The Supplier must not during the Term:
- 31.1.1 commit a Prohibited Act or any other criminal offence in regulations 38(8), 38(9) and/or 38(10) of the Regulations; and/or
  - 31.1.2 do or allow anything which would cause the Authority, including any of its employees, consultants, contractors, subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Term:
- 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
  - 31.2.2 keep full records to show it has complied with its obligations under this clause 31 and give copies to the Authority on request; and

- 31.2.3 if required by the Authority, within 20 Working Days of the Effective Date, and then annually, certify in writing to the Authority, that it has complied with this clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Authority if it becomes aware of any breach of clauses 31.1 or 31.2, or has any reason to think that it, or any of the Supplier Staff, has either:
- 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
  - 31.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any Crown Body;
  - 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; or
  - 31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Authority as required by clause 31.3, the Supplier must respond promptly to the Authority's further enquiries, co-operate with any investigation and allow the Audit of any relevant books, records and documentation.
- 31.5 In any notice the Supplier gives under clause 31.4 it must specify the:
- 31.5.1 Prohibited Act;
  - 31.5.2 identity of the party who it thinks has committed the Prohibited Act; and
  - 31.5.3 action it has decided to take.

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

- 32.1 The Supplier must perform its obligations under this Contract (including those in relation to the Services), in accordance with:

- 32.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
  - 32.1.2 any other requirements and instructions which the Authority reasonably imposes related to equality Law.
- 32.2 The Supplier must perform its obligations under this Contract (including those in relation to the Services) giving consideration to the Authority's Equity, Diversity and Inclusion toolkit as published on the Authority's website or provided to the Supplier from time to time.
- 32.3 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.
- 32.4 The Supplier must use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains and must notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains.
- 32.5 The Supplier must at all times conduct its business in a manner that is consistent with any anti-slavery policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this clause 32.4 and/or as may be requested or otherwise required by the Authority in accordance with any Authority anti-slavery policy.

### **33 Health and safety**

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

## **34     Environment**

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

## **35     Tax**

- 35.1     The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines.
- 35.2     Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
- 35.2.1     comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- 35.2.2     indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Services by the Supplier or any Supplier Staff.

## **36     Conflict of interest**

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

### **37     Reporting a breach of this Contract**

37.1     As soon as it is aware of it, the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of:

37.1.1     Law; or

37.1.2     clauses 31 to 36 (inclusive).

37.2     The Supplier must not retaliate against any of the Supplier Staff who in good faith report a breach listed in clause 37.1 to the Authority or a Prescribed Person.

### **38     Resolving disputes**

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

38.2     If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 38.3 to 38.5.

38.3     Unless the Authority refers the Dispute to arbitration using clause 38.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

38.3.1     determine the Dispute; and/or

38.3.2     grant interim remedies, or any other provisional or protective relief.

38.4     The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

38.5     The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 38.3, unless the

Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 38.4.

38.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

38.7 To the extent that a Dispute relates to whether or not the Supplier has complied with a Condition of Recognition and/or requirement of Ofqual Recognition, the Parties agree that they shall request that Ofqual shall make the final decision as to whether the requirements of that Condition of Recognition and/or Ofqual Recognition have been met and any such decision by Ofqual shall be binding on both Parties.

**39 Which law applies**

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

**Signed by**

**PEARSON EDUCATION LTD**

[Redacted Signature]

[Redacted Stamp]

Signature:

.....

**Signed by**

**THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION**

[Redacted Signature]

[Redacted Stamp]

Signature:

.....

## **Schedule 1**

### **Definitions and Interpretation**

#### **1 Interpretation**

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



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

## **2 Definitions**

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

“**Academic Year**” means 1 August to 31 July in the following calendar year;

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

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

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

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

- (a) Student results including grades;

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

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

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

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

**“Approved Provider”** means an Eligible Provider that has been granted Provider Approval in accordance with clause 7.1 (*Interaction with Providers*) and in respect of which such Provider Approval has not been revoked pursuant to clause 7.2 (*Interaction with Providers*);

**“Approved Provider’s Quality Assurance Process”** means the quality assurance process referred to in, and meeting the requirements of, the relevant part of the Product Description for the TQ Specification;

**“Approved TQ Specification”** means the TQ Specification approved by the Authority in accordance with clause 5.13 (*Developing the TQ and achieving IfATE Approval*) or clause 8.10 or 8.11 (*TQ Changes*) (as the case may be);

**“Assessment Strategy”** means the assessment strategy referred to in, and meeting the requirements of, the Product Description for the Assessment Strategy, which unless otherwise agreed in writing with the Authority must be consistent with the relevant details forming part of the Supplier’s Response;

**“Assessors”** means any assessor appointed by the Supplier to assess performance by Students in respect of the TQ Live Assessment Materials;

**“Audit”** means the Authority's right to:

- (a) verify the accuracy of the Charges and any other amounts payable by the Authority (including proposed or actual variations to them in accordance with this Contract);
- (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services (including the supply of the Products);
- (c) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
- (d) identify or investigate actual or suspected breach of clauses 31 to **Error! Unknown switch argument.**, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) verify the Supplier's compliance with Schedule 9 (*Data Handling and Security Management*);
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, or their ability to provide the Services including to supply the Products;
- (g) obtain such information as is necessary to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative

purposes including the supply of information to the Comptroller and Auditor General;

- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (i) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (k) verify the accuracy and completeness of any Management Information delivered or required by this Contract; and/or
- (l) obtain such information as is necessary to undertake a review and/or assessment of the performance of the whole or any part of the T Levels Programme;

**“Auditor”** means any, or any combination, of:

- (m) the Authority's internal and external auditors;
- (n) the Authority's statutory or regulatory auditors;
- (o) the Comptroller and Auditor General, its staff and/or any appointed representatives of the National Audit Office;
- (p) HM Treasury or the Cabinet Office;
- (q) any party formally appointed by the Authority to carry out audit or similar review functions; and
- (r) successors or assigns of any of the above;

**“Authority Authorised Representative”** means the person referred to in Schedule 20 as such or the representative appointed by the Authority from time to time in relation to this Contract as notified in writing (which may, in the case of this specific notification, be by email only) to the Supplier;

**“Authority Procedural Review”** means the Authority's procedural review process as published on the Authority's web site from time to time;

**“Awarding Organisation”** means a body recognised by Ofqual as a provider of certain qualifications;

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

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

**“Breach of Security”** means the occurrence of:

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

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

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

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

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

**“Charges”** means:

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

**“Claim”** means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

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

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

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

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

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

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

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

- person to act contrary to his or her interests in that development, delivery or award in accordance with the Conditions of Recognition; or
- (c) an informed and reasonable observer would conclude that either of these situations was the case;

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

**“Contract”** means this contract;

**“Contract Month”** means each calendar month, provided that:

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

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

**“Control”** means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and/or policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controlled”** shall be construed accordingly;

**“Controller”** has the same meaning as in the GDPR;

**“Core Terms”** means the terms set out in the main body of this Contract;

**“Critical Service Failure”** means:

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

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

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

**“Data Protection Legislation”** means:

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

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

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

**“Department”** means the Secretary of State for Education;



**“Designated Action”** means an action which the Authority requires the Supplier to take within a specified timeframe to obtain and/or maintain IfATE Approval and/or to ensure ongoing compliance of the Supplier with the terms of this Contract and such action may include:

- (a) working in a prescribed way with Authority personnel and/or a third party appointed by the Authority to achieve certain specified performance and/or progress improvements;
- (b) taking appropriate remedial actions in the event that any Initial Development Services and/or interim Products provided during the Development Phase are not in line with the trajectory set out in the Implementation and Delivery Plan;
- (c) temporarily suspending and/or restricting any elements (in full or part) of the Services (including the supply of any Products);
- (d) complying with increased performance monitoring, provision of information and/or increased audit;
- (e) complying with any reasonable instructions of the Authority to help to mitigate actual and/or potential risks associated with delivery of the T Levels Programme; and/or
- (f) providing reasonable cooperation to other Awarding Organisations and third party suppliers of the Authority appointed in connection with the T Levels Programme;

**“Development Charge”** means the amount (exclusive of any applicable VAT) referred to as the “Qualification development charge” in Schedule 6 (*Pricing Schedule*);

**“Development Phase”** – The period between commencement of the Contract and the Approval of the TQ, being the period during which the TQ is developed by the Supplier.

**“Development Phase Report”** means the report referred to in the second row of the first column in the Table in Annex 9 to the Service Requirements and containing the information set out in the second row of the second column of that Table;

**“Devolved Administration”** means the government of Scotland, Northern Ireland and/or Wales;

**“Disclosing Party”** means the Party directly or indirectly providing Confidential Information to the other Party in accordance with clause 19 (*What must be kept confidential*);

**“Dispute”** means any claim, dispute or difference which arises out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or

under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

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

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

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

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

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

**“Effective Date of Variation”** means the date on which the Variation Form comes into effect;

**“EIRs”** means the Environmental Information Regulations 2004;

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

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

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

**“Employee Liability”** means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

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

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

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

**“Employer Set Project Grade Exemplar Responses”** means actual marked examples of Students' assessment evidence, selected after awarding, as referred to in Service

Requirement 5.1, which; meet the requirements for grade A and grade E; are produced (and reviewed each Academic Year) in consultation with Employers; and are accompanied by an explanatory commentary;

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

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

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

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

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

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

**"Entry Transition Plan"** means the plan produced as part of the Supplier's Tender, and included in Schedule 5 (*Supplier's Response*), where relevant, and updated by the Supplier as contemplated by Schedule 4 (*Co-Operation*);

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

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

**“ESFA”** means the Education and Skills Funding Agency;

**“Exclusive Cohort”** has the meaning given in clause 2.2 (*Appointment and exclusivity*);

**“Exclusive TQ Change”** means:

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

**“Exemplification Materials”** means the Guide Standard Exemplification Materials and the Grade Standard Exemplification Materials;

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

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

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

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

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

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

- (c) for a third further Cohort, such a period to commence at the start of the Academic Year immediately following the end of the Academic Year in which the seventh Exclusive Cohort commences the TQ;

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

**“Fees”** means:

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

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

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

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

**“Final Milestone Payment”** means an amount equal to 30% of the Development Charge;

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

**“Final Submission”** means the Submission applicable to the Final Approval Milestone;

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

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

**“Force Majeure Event”** means, subject to clause 24.4 (*Circumstances beyond either Party’s control*), any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Staff or any other failure in the Supplier’s or a Subcontractor’s supply chain;

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

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

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

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

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

**“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679);

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

**“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

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

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

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

**“IfATE Data”** means:

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

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

- (d) details of the impact of the proposed Variation on the Services (including the supply of the Products) and the Supplier's ability to meet its other obligations under this Contract;



- (e) details of the cost of implementing the proposed Variation;
- (f) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges and/or the Fees (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (g) a timetable for the implementation, together with any proposals for the testing of, the Variation; and
- (h) such other information as the Authority may reasonably request in (or in response to) the Variation request;

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

**“Inclusive TQ Change”** means any TQ Change that is not an Exclusive TQ Change;

**“Indemnifier”** means a Party from whom an indemnity is sought under this Contract;

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

**“Initial Content Date”** has the meaning given in clause 8.2 (*TQ Changes*);

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

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

**“Initial TQ Deliverables”** means each of:

- (i) The TQ Specification;
- (j) TQ Specimen Assessment Materials;
- (k) the Provider Approval Criteria; and
- (l) the Assessment Strategy;

**“Insolvency Event”** means:

- (a) in respect of a company:
  - (i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
  - (ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
  - (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
  - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
  - (v) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
  - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
  - (vii) being a “small company” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (b) in respect of an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
- (c) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

**“Intellectual Property Rights”** or **“IPR”** means:

- (i) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other

- rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
- (ii) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (iii) all other rights having equivalent or similar effect in any country or jurisdiction;

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

**“Interim Milestone Payment”** means:

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

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

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

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

**“Key Materials”** means materials the IPR in which the Authority reasonably requires ownership of for the Portability Purposes. Examples of where the Authority may reasonably require ownership of the IPR include because the Authority or a Future Supplier (or, where relevant, a potential Future Supplier) may need to copy or otherwise reproduce such

materials (in whole or in part), to supply or communicate the same, or to be able control the use (in whole or in part) of such materials by third parties, or to authorise others to do so.

Key Materials shall include:

- (i) specifications of content for each TQ including core and all specialist components;
- (ii) assessment guidelines (for Providers);
- (iii) quality assurance requirements (for Providers);
- (iv) specimen assessment materials;
- (v) standards exemplification materials;
- (vi) supplementary specimen assessment materials;
- (vii) employer set project guide exemplar responses;
- (viii) employer set project grade exemplar responses;
- (ix) updates or redevelopments of specifications of content;
- (x) updates and redevelopments of any Key Materials; and
- (xi) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes;

Key Materials shall not include:

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

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

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

**“Key Sub-Contract”** means each Sub-Contract with a Key Subcontractor;

**“Key Subcontractor”** means any Subcontractor:

(a) which is relied upon to deliver any material part of the Services (including to supply any Products); and/or

(b) which, in the opinion of the Authority performs (or would perform if appointed) a critical role in the provision of all or any part of the Services (including the supply of any Products),

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

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

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

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

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

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

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

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

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

**“Moderation”** means the Supplier assessment process designed to ensure that, where Approved Provider marking is undertaken in accordance with the Approved Assessment Strategy, such marking is scrutinised by a Moderator to ensure that it is in line with expected standards and Students’ marks are adjusted where necessary; and **“Moderate”** will be construed accordingly;

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

**“Month”** means a calendar month and **“Monthly”** shall be interpreted accordingly;

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

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

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

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

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

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

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

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

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

**“Operate”** in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a TQ or not); and “Operation” and other cognate terms shall have a corresponding meaning;

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

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

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

**“Outline Content”** means the outline content developed for the TQ by the Authority;

**“Parliament”** takes its natural meaning as interpreted by Law;

**“Party”** means the Authority or the Supplier and **“Parties”** means both of them where the context permits;

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

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

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

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

**“Personal Data”** means **“personal data”** (as defined in the GDPR) that are processed under this Contract;

**“Portability Purposes”** means in order:

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

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



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

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

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

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

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

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

**“Prohibited Acts”** means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or any other public body a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or
- (c) committing any offence:
  - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
  - (ii) under legislation or common law concerning fraudulent acts; or
  - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority or other public body; or

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

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

**“Provider Approval”** means approval of the Eligible Provider in accordance with clause 7.1 (*Interaction with Providers*);

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

**“Provider Contract”** means a contract between an Approved Provider and the Supplier in respect of the TQ meeting the requirements set out in Schedule 17 (*Provider Contract requirements*);

**“Provider Services”** means the Services, other than the Initial Development Services and the Ongoing Development Services;

**“Rate Card”** means the Supplier’s rate card as set out in Schedule 6 (Pricing Schedule);

**“Reasonable Adjustments”** shall have the meaning given in SR 2.4 of Service Requirement 2 (as defined in the Service Requirements);

**“Recipient Party”** means the Party which receives or obtains directly or indirectly Confidential Information;

**“Reduced Entry Fee”** shall have the meaning given in paragraph 2.4 of Schedule 6A (Adaptive Pricing);

**“Reduced Extension Entry Fee”** shall have the meaning given in paragraph 3.3 of Schedule 6A (Adaptive Pricing);

**“Regulated”** means the regulation by Ofqual of a qualification which has been Accredited and “Regulation” shall be authorised accordingly;

**“Regulations”** means the Concession Contracts Regulations 2016;

**“Relevant Competence”** means being a reasonably skilled and competent Awarding Organisation with access to appropriate tools, systems and platforms to operate technical qualifications;

**“Relevant Employees”** means those employees whose contracts of employment transfer with effect from the Relevant Transfer Date to the Authority or a Replacement Supplier by virtue of the application of TUPE;

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

**“Relevant Transfer”** means a transfer of employment to which TUPE applies;

**“Relevant Transfer Date”** means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

**“Reminder Notice”** means a written notice sent in accordance with clause 4.8 (Pricing and payments) given by the Supplier to the Authority providing notification that payment has not been received on time, which must be addressed to the Authority Authorised Representative, must set out the sum due, must reference this Contract and clause 4 (Pricing and payments) and attach a copy of the relevant valid invoice;

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

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

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

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

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

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

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

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

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

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

**“Route Panel”** means the Authority’s panel responsible for managing the development of the TQ Specification, details of which can be found at:

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

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

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

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

**“Services”** means the services as described in the Service Requirements (including the Additional Services);

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

**“Service Requirements”** means the Authority’s requirements for the Services (including the supply of the Products) as set out in Schedule 2 (Service Requirements);

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

**“Service Transfer Date”** means the date of a Service Transfer;

**“Skilled Future Supplier”** means a Future Supplier with Relevant Competence;

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

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

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

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

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

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

**“Stakeholders”** means the Authority, the Department, ESFA, Ofqual, Providers, Employers and members of the Route Panels;

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

**“Storage Media”** means the part of any device that is capable of storing and retrieving data;

**“Student”** means an individual undertaking (or who wishes to undertake) a formal programme of study with an Approved Provider for the T Level of which the TQ forms part;

**“Student Information”** means information or data relating to an individual Student whether or not the Student can be identified from that information or data;

**“Student Related Data”** means any information or data relating to Students (including any Student Information) and/or any Provider which is generated and/or acquired by and/or otherwise comes into the possession of the Supplier and/or any Supplier Staff as a result of the performance of the Supplier’s obligations under this Contract;

**“Sub-Contract”** means any contract or agreement (or proposed contract or agreement), pursuant to which a third party:

- (o) provides the Services and/or supplies any Products (or any part of them) and/or performs the whole or any part of this Contract;
- (p) provides facilities or services necessary for the provision of the Services and/or the supply of any Products (or any part of them) and/or the performs the whole or any part of this Contract; and/or
- (q) is responsible for the management, direction or control of the provision of the Services and/or supply of any Products (or any part of them) and/or the performance of the whole or any part of this Contract;

**“Subcontractor”** means any person other than the Supplier (and/or an Assessor who is self-employed or who provides services to the Supplier through that Assessor’s own personal service company), who is a party to a Sub-Contract and the servants or agents of that person;

**“Submission” means**, in respect of the relevant Milestone, the Products set out against that Milestone in the third column of the Table in Annex 7 to the Service Requirements;

**“Submission Date”** means, in respect of the relevant Milestone, the date set out against that Milestone in the second column of the Table in Annex 7 to the Service Requirements;

**“Submission Issues Log”** means the issues log referred to in, and meeting the requirements of, the Product Description for the Submission Issues Log;

**“Subsequent Transfer”** has the meaning given in paragraph 8.1 of Schedule 12 (Exit Management);

**"Supplementary Specimen Assessment Materials"** means a full suite of sample questions and tasks for the Core Component and Occupational Specialist Component(s) (in addition to the TQ Specimen Assessment Materials), as referred to in Service Requirement 5.1;

**“Supplier Authorised Representative”** means the person referred to in Schedule 20 as such or the representative appointed by the Supplier from time to time in relation to this Contract as notified in writing (which may, in the case of this specific notification, be by email only) to the Authority;

**“Supplier Personnel”** means all employees of the Supplier (and any subcontractor) who are wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services including the development of the Products;

**“Supplier Staff”** means all directors, officers, employees, agents, consultants and contractors of the Supplier (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor’s own personal service company), any Subcontractor engaged in the performance of the Supplier’s obligations under this Contract and any company or organisation noted in the Supplier’s Tender as forming part of the consortium which submitted the Supplier’s Tender (**“Consortium Member”**) and all directors, officers, employees, agents, consultants and contractors of any such Subcontractor and/or any such Consortium Member engaged in the performance of the Supplier’s obligations under this Contract;

**“Supplier’s Final Supplier Personnel List”** means a list provided by the Supplier of all Supplier Personnel whose will transfer under TUPE on the Service Transfer Date;

**“Supplier’s Provisional Supplier Personnel List”** means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**“Supplier’s Response”** means that part of the Supplier’s Tender (including any method statements) which is at Schedule 5 (*Supplier’s Response*);

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

**“Supplier Termination Event”** means:



- (a) the Supplier (i) commits a material Default which is irremediable; or (ii) commits a material Default which is capable of remedy, but which has not been remedied by the Supplier within 30 days of being notified in writing to do so by the Authority;
- (b) a Conflict of Interest arises in connection with the delivery of the Services (and/or the supply of the Products) to which no mitigation acceptable to the Authority can be promptly identified;
- (c) where a right of termination is expressly reserved in this Contract;
- (d) the Supplier is in material Default in respect of any data handling and/or security requirements set out in clauses 13, 18, 19 or Schedule 9 (*Data Handling and Security Management*) (where applicable);
- (e) an Insolvency Event occurring in respect of the Supplier.
- (f) a change of Control of the Supplier.
  - (i) the Authority has given its prior written consent (not to be unreasonably withheld or conditioned) to the particular change of Control, which subsequently takes place as proposed; or
  - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control;
- (g) a material failure by the Supplier to comply with legal obligations in the fields of environmental, social or labour law;
- (h) the departure from the Supplier of any of its senior officers or Key Personnel where the Authority has reasonable grounds to believe that such departure will impact or could potentially impact the delivery of the Services and/or the supply of any Products unless the Authority has not served its notice of objection within 6 months of the date on which the Authority was informed by the Supplier of such departure;
- (i) the Supplier assigns, transfers or otherwise disposes of its rights, obligations and/or liabilities or seeks to assign, transfer or otherwise dispose of its rights, obligations and/or liabilities under the whole or any part of this Contract to a third party in breach of the terms of this Contract (including in breach of the requirements of paragraph 1 of Schedule 8 (*Supply Chain (including approved Subcontractors)*));
- (j) the Supplier is in Default under clause 31.1 (*Preventing Fraud, Bribery and Corruption*);
- (k) the Supplier provided incorrect or misleading information as part of the Supplier's Tender;
- (l) the Supplier or any Subcontractor or Affiliate through its act or omission brings the Authority, the Department and/or the ESFA and/or the T Levels Programme into

- disrepute and/or diminishes the trust the public places in the Authority, the Department and/or the ESFA;
- (m) Not used.
  - (n) an occurrence of any of the circumstances in regulations 44(1) (a) to (c) of the Regulations;
  - (o) this Contract has been substantially modified in breach of regulation 43(10) of the Regulations;
  - (p) the Authority discovers that the Supplier was in one of the situations in regulations 38(8) to 38(10) of the Regulations at the time this Contract was awarded;
  - (q) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (“**TFEU**”) to declare that this Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
  - (r) a Critical Service Failure occurs; or
  - (s) the Supplier fails to comply with clause 35.2 (*Tax*) or fails to provide details of steps being taken and mitigating factors pursuant to clause 35.2 (*Tax*) which in the reasonable opinion of the Authority are acceptable;

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

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

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

**“Term”** means the period commencing on the Effective Date and ending on the End Date;

**“Termination Notice”** means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

**“Third Party”** means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Effective Date;

**“Third Party IPR”** means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

**“Transferring Former Supplier Employees”** means those employees of the Former Supplier to whom TUPE will apply on a Relevant Transfer Date;

**“TQ”** means the technical education qualification element of the T Level in respect of the Pathway that is (amongst other things) designed, developed and delivered under this Contract;

**“TQ Assignment and Licence”** means the assignment and licence in respect of certain Intellectual Property Rights in relation to the TQ in the form set out in Schedule 14 (Form of Assignment and Licence);

**“TQ Change”** means any change or variation to the content of the TQ;

**“TQ Content Updating Schedule”** means the schedule of dates set out in Annex 6 to the Service Requirements (or such other dates as may be agreed by the Authority from time to time) applicable to the relevant Inclusive TQ Change or Exclusive TQ Change (as the case may be);

**“TQ Core Component”** means the core component of the TQ referred to in the Former Supplier’s TQ Specification and/or if relevant, the Outline Content;

**“TQ Deliverables”** means:

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

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

**“TQ Development Meeting”** shall have the meaning given in clause 5.4 (Developing the TQ and achieving IfATE Approval);

**“TQ Live Assessment Materials”** shall have the meaning given in Schedule 2 (Service Requirements);

**“TQ Specification”** means the Specification of Content, the Scheme of Assessment and the Approved Provider’s Quality Assurance Process;

**“TQ Specimen Assessment Materials”** means the specimen assessment materials referred to in, and meeting the requirements of, the Product Description for the TQ Specimen Assessment Materials;

**“T Level”** means the technical study programme known as a “T Level”;

**“T Level Awarding Organisations”** shall have the meaning given in paragraph 1.1 of Schedule 4 (Co-operation);

**“T Level Branding Guidelines”** means the Authority’s written guidelines prescribing the permitted form and manner in which the trade marks (the “Mark” as defined within the T Level Trade Mark Licence) may be used and setting out how the Supplier branding may be used in relation to materials used in the operation of the TQ or to promote the TQ, a copy of which is set out in the document entitled T Level Branding Guidelines, including any amendments or additions notified by the Authority to the Supplier from time to time, provided that the Authority shall where possible provide reasonable notice in writing to the Supplier of any proposed amendments or additions to such guidelines;

**“T Level Panel”** means the group of Employers, professionals and practitioners appointed to advise on the content of the T Level of which the TQ forms part;

**“T Level Trade Mark Licence”** means the trade mark licence granted pursuant to Schedule 16 (Logos and Trademarks – T Level Trade Mark Licence);

**“T Levels Programme”** means the programme of technical education in England managed by the Authority and known as “T Levels”;

**“Transferable Contracts”** means Sub-Contracts, or other agreements which are necessary to enable the Authority or any Replacement Supplier to provide the Services

and/or develop, maintain or supply the Products or the Replacement Services, including all relevant Documentation;

**“Transferring Supplier Employee”** means those employees whose contract of employment will be transferred to the Authority or a Replacement Supplier pursuant to TUPE on expiry or termination of this Contract;

**“Transition Period”** means the period from a Replacement Supplier or Future Supplier commencing any aspects of development or delivery of the TQ to the End Date, eg from the point when the Replacement Supplier or Future Supplier has been awarded a contract for provision of the TQ, but while this Contract remains in place for existing Students;

**“Transparency Information”** has the meaning given to it in clause 20 (When information can be shared);

**“Transparency Reports”** means: (i) the Management Information relating to the Services and performance of this Contract which the Supplier is required to provide to the Authority in accordance with the reporting requirements set out in the Service Requirements; and (ii) the output of any survey commissioned by the Authority in connection with the performance of the Supplier under this Contract;

**“Transparent”** means that Students and Employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;

**“TUPE Information”** has the meaning given in paragraph 8.5 of Schedule 12 (Exit Management);

**“Updated Projection”** shall have the meaning given in paragraph 2.1 of Schedule 6A (Adaptive Pricing);

**“Variation”** means any variation or change to this Contract which is not an Inclusive TQ Change;

**“Variation Form”** means the form set out in Schedule 11 (Change Management);

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

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

## **Schedule 2**

### **Service Requirements**

The content for this Schedule is contained in a separate file at:

S2\_GEN2W1\_DPDD\_Service\_Requirements

S2\_A3\_GEN2W1\_DPDD\_TQ\_Spec

**Schedule 2**

**Service Requirements**

S2\_GEN2W1\_DPDD\_Service\_Requirements



## **Schedule 2**

### **Service Requirements**

#### **Definitions**

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

**“Appeal”** shall have the meaning given in SR 8.2 in Service Requirement 8;

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

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

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

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

**“External Examination”** means each assessment by examination which is:

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

**“First Teach Cohort”** means the first group of Students to be assessed on the TQ;

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

**“Occupational Entry Competence”** means that level of competence that:

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

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

**“Service Definition Table”** means the Table set out in Part 2 of this Service Requirements;

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

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

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

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

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

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

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

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

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

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

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

## Part 1 – Overview of the Service Requirements

### **1 Introduction**

1.1 This Part 1 of this Service Requirements sets out:

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

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

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

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

## **2 Initial TQ Deliverables and development services**

### Initial Development Services

- 2.1 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and clause 5 (*Developing the TQ and achieving IfATE Approval*), the Supplier shall design, develop and deliver the Initial TQ Deliverables in accordance with (and meeting all of the requirements of):
- 2.1.1 the Product Description for each item forming part of the Initial TQ Deliverables;
  - 2.1.2 the Former Supplier's TQ Specification and/or ,if relevant, the Outline Content;
  - 2.1.3 the requirements set out in the third column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4;
  - 2.1.4 the Implementation and Delivery Plan (including the Supplier's obligation to work with and consult (and take into account the outcome of such working with and consultation of) a representative sample of Providers and Employers (as required by that Implementation and Delivery Plan);
  - 2.1.5 the Resource Plan;
  - 2.1.6 the Assessment Strategy; and
  - 2.1.7 Annex 7 (*Initial Development Milestones*) to this Service Requirements,
- and, in each case, to ensure the delivery of a high quality technical education qualification element of the T Level for the relevant Pathway and that the outcomes referred to in the first column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4 are achieved (the "**Initial Development Services**").
- 2.2 The Supplier shall procure that, without prejudice to its obligations in clause 5.13.2 (*Developing the TQ and achieving IfATE Approval*), the Initial TQ Deliverables



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

#### Ongoing Development Services

2.3 The Supplier shall procure that (without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and clause 5.3 (*Developing the TQ and achieving IfATE Approval*) and notwithstanding the achievement of IfATE Approval in respect of the Initial TQ Deliverables) throughout the Term the TQ Deliverables meet (and continue to meet) all of the requirements of:

- 2.3.1 the Product Description for each item forming part of the TQ Deliverables;
- 2.3.2 the Former Supplier's TQ Specification and, if relevant, the Outline Content;
- 2.3.3 the requirements set out in the third column of Service Requirement 1, Service Requirement 2, Service Requirement 3 and Service Requirement 4;
- 2.3.4 the Implementation and Delivery Plan (including the Supplier's obligation to work with and consult (and take into account the outcome of such working with and consultation of) a representative sample of Providers and Employers (as required by that Implementation and Delivery Plan));
- 2.3.5 the Resource Plan;
- 2.3.6 the Approved Assessment Strategy; and
- 2.3.7 clause 8 (*TQ Changes*) and Annex 6 (*TQ Content Updating Schedule*) to this Service Requirements,

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

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

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

#### Updating the Implementation and Delivery Plan and the Resource Plan

- 2.5 Subject to the provisions of paragraph 3 (*Key Personnel*) of Schedule 7 (*Staff including Key Personnel*), the Parties acknowledge and agree that the Implementation and Delivery Plan and the Resource Plan are intended to be live documents that may need to flex from time to time to ensure the continued successful delivery of the Services to the standards required by this Contract and the Supplier shall, throughout the Term, review, amend and update (as necessary) each of the Implementation and Delivery Plan and the Resource Plan to ensure that such Implementation and Delivery Plan and Resource Plan takes into account (and (where applicable) mitigates the effects of) all relevant factors that have impacted or may impact upon the successful delivery of the Services to the standards required by this Contract, provided always that where any such review, amendment and/or update would (or is reasonably likely to) operate to reduce and/or otherwise diminish the Authority's rights and/or remedies and/or the Supplier's liabilities contemplated by this Contract (including where, but for such review, amendment and/or update, the Supplier would (or would be reasonably likely to) be in Default under this Contract), the Supplier shall:

2.5.1 submit such proposed reviewed, amended and/or updated Implementation and Delivery Plan and/or Resource Plan (as the case may be) to the Authority for Approval; and

2.5.2 where the Supplier does not obtain such Approval, the Implementation and Delivery Plan and/or Resource Plan (as the case may be) shall be deemed not to have been so reviewed, amended and/or updated to the extent that such review, amendment and/or update would (or would be reasonably likely to) operate to so reduce the Authority's rights and/or remedies and/or the Supplier's liabilities under this Contract.

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

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

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

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

### **3 TQ Provider Approval and monitoring services**

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

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

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

3.4.2 take the action referred to in paragraph 3.3,

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

3.5 The Supplier shall (in such manner (including as to timing) as the Authority may reasonably require) keep the Authority updated as to:

3.5.1 the progress by the Eligible Provider or Approved Provider (as the case may be) with the taking of the steps referred to in paragraph 3.3 (including (where applicable) whether the event, matter or circumstance giving rise to the requirement for the taking of such steps has been (or is reasonably likely to be) remedied); and

3.5.2 the action that the Supplier is taking and has taken in accordance with paragraph 3.4,

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

#### **4 TQ Provider support services**

4.1 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and Schedule 4 (*Co-operation*), the Supplier shall, throughout the Term, provide that part of the Services referred to in, and in accordance with, the third column of Service Requirement 5 to:

4.1.1 ensure that the outcomes referred to in the first column of Service Requirement 5 are achieved; and

4.1.2 following achievement of IfATE Approval, facilitate the implementation by Providers of the TQ in accordance with the Approved TQ Specification.

4.2 The Supplier shall, subject always to clause 4.12 and 4.13 (*Pricing and payments*), in respect of:

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

## **5 Student registration and Student entry**

- 5.1 The Supplier shall procure that Approved Providers have processes in place (and implement such processes) to ensure that, on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, each Student is correctly registered for the TQ and in the manner contemplated by Service Requirement 6.
- 5.2 The Supplier shall procure that Approved Providers have processes in place (and implement such processes) to ensure that, on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, each Student is correctly entered for assessment in respect of:
  - 5.2.1 the TQ Core Component; and
  - 5.2.2 each Occupational Specialist Component,for which they are undertaking assessment.
- 5.3 The Supplier shall, following a request from an Approved Provider, provide the Additional Services referred to as “Late entry or entry amendment”, “Late registration or registration amendment”, “Very late entry or entry amendment” or “Very late registration or registration amendment” (as the case may be) in accordance with the applicable requirements set out against that Additional Service in Annex 10 (*Additional Services*) to this Service Requirements.
- 5.4 Without prejudice to the Supplier’s obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall ensure that, following IfATE Approval and (as applicable) in each Contract Month throughout the remainder of the Term, details of the registrations and assessment entries referred to in paragraph 5.1 and 5.2 are reported to the Authority in the Management Information

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

5.5 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and elsewhere in this Service Requirements, the Supplier shall, as soon as reasonably practicable after:

5.5.1 becoming aware of any Approved Provider that is not registering any Students for the TQ (as contemplated by paragraph 5.1) and/or not entering Students for assessment (as contemplated by paragraph 5.2); and/or

5.5.2 becoming concerned as to the number of Students being registered for the TQ and/or being entered for assessment,

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

## **6 TQ live assessment design and delivery**

6.1 The Supplier shall (without prejudice to its obligations in clause 3.1 (*How the Services must be supplied*)):

6.1.1 on or prior to the relevant date specified on the Key Dates Schedule for the relevant Academic Year, design, develop and make available to Approved Providers the TQ Live Assessment Materials;

6.1.2 during the period specified on the Key Dates Schedule for the relevant Academic Year, administer the delivery by the Approved Providers of the TQ Live Assessment Materials and mark (or (where applicable) procure the marking and/or Moderation of) Student assessment evidence generated by the application and/or use (as the case may be) of such TQ Live Assessment Materials; and

6.1.3 during the period specified on the Key Dates Schedule for the relevant Academic Year and following a request from an Approved Provider, administer the delivery by that Approved Provider of the TQ Live Assessment Materials in respect of the Additional Services referred to as "Retakes" in accordance with the applicable requirements set out against that Additional Service in Annex 10 (*Additional Services*) of this Service

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

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

6.2 The Supplier shall:

6.2.1 in respect of the First Teach Cohort for the relevant element of the Occupational Specialist Component, require the implementation and use by Approved Providers (including any assessors employed or engaged by any such Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) and Assessors of the Approved Guide Standard Exemplification Materials for the purposes of assessing each Student's performance in respect of the TQ Live Assessment Materials; and

6.2.2 following grading of Student performance in respect of the TQ Live Assessment Materials undertaken by the First Teach Cohort of the relevant element of the Occupational Specialist Component and for each subsequent Cohort, develop, make available and require the implementation and use by Approved Providers (including any assessors employed or engaged by any such Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) and Assessors of the Grade Standard Exemplification Materials.

6.3 The Supplier shall provide a copy of the TQ Live Assessment Materials to the Authority as soon as reasonably practicable following the date on which such TQ Live Assessment Materials are first made available to Students.

**7 TQ grade awarding**

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



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

## **8 TQ results**

8.1 The Supplier shall (as soon as reasonably practicable following completion of its obligations in paragraph 7.1 (*TQ grade awarding*), but not later than the date specified on the Key Dates Schedule for the relevant Academic Year), provide the results for each Student in the Cohort to the Authority or to the Authority's nominee (as notified by the Authority to the Supplier from time to time) in accordance with paragraph 8.2, such results to include details of:

8.1.1 the mark and grade awarded for the TQ Core Component;

8.1.2 the mark and grade awarded for each Occupational Specialist Component;  
and

8.1.3 such information and/or data as is required (including grade boundaries) by the Authority to award an overall grade for the T Level,

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

8.2 Without prejudice to the Supplier's obligations in clause 3.1 (*How the Services must be supplied*) and paragraph 10.1 (*Reporting*) below, the Supplier shall ensure that the results referred to in paragraph 8.1 are provided to the Authority or to the Authority's nominee (as notified by the Authority to the Supplier from time to time) and reported to the Authority in the Management Information that is provided in respect of the Contract Month in which such results are required to be provided in accordance with paragraph 8.1, such results and report to meet the requirements set out in the third column of each of Service Requirement 7 and Service Requirement 9 to ensure that the outcomes referred to in the first column of each of Service Requirement 7 and Service Requirement 9 are achieved.

8.3 The Supplier shall (on the date specified on the Key Dates Schedule for the relevant Academic Year) provide to the Approved Provider a breakdown of attainment to allow

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

## **9 TQ Post-Results Services**

9.1 The Supplier shall, following the provision of the results referred to in paragraph 8.1 (*TQ results*) and, in respect of each Cohort, for a period expiring at the end of 2 Academic Years following the end of the final Academic Year for each such Cohort:

9.1.1 respond to enquiries about results; and

9.1.2 following a request from an Approved Provider made in accordance with the applicable Key Dates Schedule(s) referred to in paragraph 9.2, provide the relevant Additional Services requested by that Approved Provider (other than the Additional Services referred to in paragraph 5.3 (*Student registration and Student entry*) and 6.1.3 (*TQ live assessment design and delivery*), to which the provisions of those paragraphs shall apply) in accordance with the applicable requirements set out against the relevant Additional Services in Annex 10 (*Additional Services*) to this Service Requirements, (including as referred to in, and in accordance with, the third column of Service Requirement 8 to ensure that the outcomes referred to in the first column of Service Requirement 8 are achieved).

9.2 The Parties acknowledge and agree that the time period within which an Approved Provider may request the provision of the Additional Services referred to in paragraph 9.1.2 in relation to a Student that has undertaken an assessment (including an assessment that is a “Retake”, as referred to in Annex 10 (*Additional Services*)) in an assessment series (the “**Relevant Assessment Series**”) shall be as set out in the Key Dates Schedule(s) for the relevant Academic Year(s) applicable to the Relevant Assessment Series (including any Key Dates Schedule applicable to and/or regulating the provision of Additional Services in respect of assessments undertaken in the Relevant Assessment Series), provided always that nothing in this paragraph 9.2 shall operate to:

9.2.1 prevent or restrict (or be deemed to give rise to a right of the Supplier to prevent or restrict) any “Retakes” from being undertaken (or from being requested to be undertaken) in accordance with paragraph 6.1.3; and/or

9.2.2 extend the period referred to in paragraph 9.1.

## **10 Reporting**

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

## **11 Overarching services**

11.1 The Supplier shall:

11.1.1 maintain, update and provide to the Authority (as required by clause 5.5.1 and paragraph 3.1 of Schedule 15 (*Monitoring of Performance*)) each of the Risk Register and the Issues Log;

11.1.2 implement, carry out and complete such steps (and within such time) as the Authority shall reasonably require arising out of the review of the Risk Register and/or the Issues Log pursuant to clause 5.5.1 (*Developing the TQ and achieving IfATE Approval*) and paragraph 3.1 of Schedule 15, (*Monitoring of Performance*) provided always that where the Supplier fails to implement, carry out and complete such steps in accordance with such requirements (including within such time), such failure shall (notwithstanding the provisions of clauses 14.2.1 to 14.2.10 (*What may happen if there are issues with your provision of the Services*)) be deemed to give rise to a right for the Authority to issue written notification of Designated Action to the Supplier, to which the provisions of this Contract (including clause 14.2 (*What may happen if there are issues with your provision of the Services*)) shall apply.

11.2 The Supplier shall provide all of the back-office systems and business processes necessary to enable the delivery of the Services, including IT systems, data security systems, accounting and administrative services.

11.3 The Supplier shall:

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

**12    Efficiency**

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**13    Social Value Commitments**

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

## Part 2 - Service Definition Table

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

<b>Service Requirement 1: Designing, developing and managing TQ content</b>			
<p><b>Outcomes</b></p> <p>The Specification of Content is sufficiently clear and appropriately detailed to ensure Approved Providers can properly prepare Students for the TQ assessments.</p> <p>The knowledge, understanding, skills and behaviours specified in the Former Supplier's TQ Specification and, if relevant, the Outline Content in relation to the TQ Core Component are up-to-date and have been validated by employers to ensure that the TQ has continued currency among</p>	<p><b>SR1.1</b></p> <p>Maintenance of the Specification of Content</p>	<p>1</p> <p>2</p>	<p><b>During the Initial Development, any removal of TQ Specification material from the Specification of Content must be justified and validated by a sufficient and representative sample of Employers.</b> Where the Supplier considers that it is necessary to remove content present in the existing TQ Specification, it shall provide a clear and detailed rationale as part of its Assessment Strategy included with the Submission for Interim Milestone 1 (and any subsequent milestones) to the Authority. Evidence from a representative sample of employers relevant to the sector must also be provided to support any proposals to remove any TQ Specification material from the Specification of Content.-The Authority shall consider whether such content may be removed from the Specification of Content, provided always that the Authority's decision as to whether such content may be removed from the Specification of Content shall be final.</p> <p><b>During the Initial Development, the inclusion of additional material must be justified and validated by a sufficient and representative sample of Employers as agreed by the Authority.</b> The Supplier shall ensure that the Specification of Content does not include entirely new content, as distinct from updated content, that is not included in the existing TQ Specification, unless otherwise agreed by the Authority. Where the Supplier considers that it is necessary to include entirely new content, it shall provide a clear and detailed rationale as part of its Assessment Strategy included with the Submission for Interim Milestone 1 (and any subsequent milestones) to the Authority. Evidence from a representative sample of employers relevant to the sector must also be provided to support any proposals to remove any TQ Specification material from the Specification of Content. The Authority shall consider whether such new content may be included as part of the Specification of Content, provided always that the Authority's decision as to whether such new content may be included as part of the Specification of Content shall be final. The Supplier must show that new content must be covered at an appropriate depth for a level 3 qualification.</p>

<p>Employers and other end-users (including higher education providers).</p> <p>The knowledge, understanding, skills and behaviours specified in the Former Supplier's TQ Specification and, if relevant, the Outline Content in relation to each Occupational Specialist Component are up-to-date and ensure that the TQ has continued currency among Employers and other end-users (including higher education providers).</p>		<p>3      <b>During the delivery period the Supplier must ensure that the Specification of Content :</b></p> <ul style="list-style-type: none"> <li>(a)      enables accurate interpretation of the Specification of Content by Approved Providers (including to facilitate a clear and consistent understanding by Approved Providers of what is required to be taught and assessed for the TQ and to enable Approved Providers to determine (i) the level of competence required for staff who assess learning and (ii) any other physical requirements (such as facilities and hardware) integral to successful learning for the TQ);</li> <li>(b)      supports Student progression and adaptability;</li> <li>(c)      enables Students to achieve Occupational Entry Competence in relation to each Occupational Specialist Component; and</li> <li>(d)      ensures that English, mathematics and digital content is integrated within the rest of the content in such manner as shall ensure such content is delivered and assessed in appropriate occupationally specific contexts.</li> </ul> <p>4      <b>Components should follow the same structure as set out in the existing TQ Specification.</b> The Supplier shall not move elements of the existing TQ Specification which relate to one Component into another Component, unless otherwise agreed by the Authority. Where the Supplier considers that it is necessary to move content from one Component to another, it shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether such content may be moved, provided always that the Authority's decision as to whether such content may be moved shall be final.</p> <p>5      <b>The TQ has two types of Component.</b> The Supplier shall ensure that:</p> <ul style="list-style-type: none"> <li>(e)      the TQ has only two types of Component and is <b>not</b> unitised any further, such that only the TQ Core Component and each Occupational Specialist Component are formally graded;</li> </ul>
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		<p>(f) the <b>TQ Core Component</b> clearly assesses the core knowledge, understanding, skills and behaviours relevant to all occupations within the T Level; and</p> <p>(g) each <b>Occupational Specialist Component</b> clearly assesses the occupationally specific knowledge, understanding, skills and behaviours relevant to the occupations within the T Level.</p>
	6	<p><b>The TQ must not be biased towards any Occupational Specialist Component.</b> Where there is more than one Occupational Specialist Component for the TQ, the Supplier shall ensure that the TQ Core Component is not biased towards any particular Occupational Specialist Component. This is to ensure fairness for all Students, to support learning in their chosen Occupational Specialist Component.</p>
	7	<p><b>The TQ and its Components must be appropriately titled.</b> The Supplier shall ensure that the TQ and the Components reflect the titling conventions in the Former Supplier's TQ Specification and, if relevant, the Outline Content. The Supplier shall agree any amendments to the titling conventions of the TQ with the Authority and shall then use only this agreed title to refer to the TQ.</p>
	8	<p><b>The Specification of Content must support fair access to attainment, including for Students with special educational needs and/or disabilities.</b> Without prejudice to the Supplier's obligations in clause 3.1.7 (<i>How the Services must be supplied</i>) and clause 32 (<i>Equality, diversity, human rights and anti-slavery</i>), the Supplier shall comply with all applicable Law and shall ensure that the Specification of Content is inclusive, including providing for Reasonable Adjustments and Special Consideration (as defined in SR 2.4 and SR 2.5 (respectively) below). The Supplier shall provide evidence that it has considered and addressed all such applicable Law relating to delivery of fair access to the TQ.</p>
	9	<p><b>Set recommended Guided Learning hours for each part of each Component.</b> The Supplier shall ensure that the Specification of Content details the recommended Guided Learning hours for each part of the TQ Core Component and each Occupational Specialist Component, including the recommended Guided Learning hours for both delivery and assessment of each such part of each such Component, provided that (i) such recommended hours are between a minimum of 900 hours and a maximum of 1400 hours and (ii) the maximum number of hours within the recommended range for the TQ Core Component are no more than 50%, and no</p>

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



<p>of a Student's attainment in relation to the knowledge, understanding, skills and behaviours specified in the Former Supplier's Specification of Content and, if relevant, the Outline Content.</p> <p>The TQ supports fair access to attainment for all Students who take the TQ.</p>		<p>(b) the Assessment Strategy sets out a detailed rationale to explain how the TQ Specification, the TQ Specimen Assessment Materials and the TQ Live Assessment Materials meet these assessment principles.</p> <p><b>Assessment principles</b></p> <ol style="list-style-type: none"> <li>1 <b>Validity.</b> The extent to which the TQ assessments (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) effectively measure what they are intended to measure. This includes the extent to which TQ assessments (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) allow Students to produce assessment evidence for the TQ that clearly corresponds to the Specification of Content and ensures the Specification of Content is not under-represented or misrepresented.</li> <li>2 <b>Reliability.</b> This is about consistency and so concerns the extent to which the various stages in the TQ assessment process generate outcomes that would be replicated were the assessment repeated. The reliability of an assessment is affected by a range of factors, such as the sampling of assessment tasks and inconsistency in marking by human assessors. Reliability is critical to ensuring standards of attainment are equivalent over time (comparable performance).</li> <li>3 <b>Comparable performance.</b> The extent to which the same grade for a Component with the same title indicates a comparable level of Student performance across Approved Providers (nationally) and over time.</li> <li>4 <b>Minimising bias.</b> Ensuring that a TQ assessment (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) does not produce unreasonably adverse outcomes for Students who share a particular characteristic. The Supplier should seek to ensure all Students are treated fairly and the assessment (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) complies with all applicable Law.</li> <li>5 <b>Minimising malpractice.</b> Ensuring the TQ design (including the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) and processes relating to the delivery of the TQ assessments limit malpractice, including attempts by candidates to communicate with each</li> </ol>
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		<p>other during an assessment and failures by Provider staff to comply with Supplier instructions regarding storage of Student assessment evidence.</p> <p>6 <b>Appropriate demand.</b> This relates to the level of difficulty of a TQ assessment task (including within the TQ Specimen Assessment Materials and the TQ Live Assessment Materials) and the requirements of the relevant part of the Specification of Content which is to be assessed and any expectations of performance at specified grades. Demand should be appropriate to a level 3 qualification.</p> <p>7 <b>Manageability.</b> The feasibility of carrying out the TQ assessment processes. A manageable assessment process is one that has reasonable expectations of Students, Approved Providers and (where appropriate) Employers. This will be based on the impact of the assessment process on Students, Approved Providers and (where appropriate) Employers as against the usefulness of the outcomes.</p>
	<p><b>SR 2.2</b></p> <p>General assessment delivery requirements</p>	<p>The Supplier shall:</p> <p>1 specify when the TQ assessments can be undertaken during the relevant Academic Year (taking into account any dates prescribed by the Key Dates Schedule for the relevant Academic Year) so that Students have sufficient time to generate assessment evidence and/or demonstrate the required knowledge, understanding, skills and behaviours;</p> <p>2 notwithstanding the number of Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) identified in the Implementation and Delivery Plan and/or the Resource Plan, ensure a sufficient number of qualified and trained Assessors (and such Moderators) are available to assess Students' assessment evidence for the TQ;</p> <p>3 train Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) so that their judgements in relation to the TQ assessments are consistent and accurate and applied in line with the standards defined by or through such training;</p>

		<p>4 sample the marking of live TQ assessments (to ensure accuracy and consistency) and, where such marking is not accurate and/or consistent, take all such steps as are necessary to ensure that such marking is accurate and consistent;</p> <p>5 ensure the TQ Live Assessment Materials are made available to Approved Providers in English (online and/or in hard copy (as applicable));</p> <p>6 ensure the TQ Live Assessment Materials are available at the right time (online and/or in hard copy (as applicable)) in accordance with this Contract;</p> <p>7 ensure that TQ Live Assessment Materials are free from errors and where any errors are identified in the TQ Live Assessment Materials they are dealt with appropriately, including through the issue of an erratum and by taking all such actions as are necessary to ensure that Students are not disadvantaged as a result of such errors;</p> <p>8 where Student assessment evidence for the TQ is required to be generated under supervised conditions:</p> <p>(a) ensure that the nature of the supervised conditions and the hours for such supervised conditions are detailed in the TQ Specification; and</p> <p>(b) provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 4 to the Authority and the Authority shall consider whether such hours are appropriate, provided always that the Authority's decision as to whether such hours are appropriate shall be final;</p> <p>9 ensure that Approved Providers comply with the Approved Provider's Quality Assurance Process, including:</p> <p>(a) keeping Students' assessment evidence for the TQ secure during and after assessment; and</p> <p>(b) verifying that a Student's assessment evidence for the TQ has been solely produced by that Student;</p>
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		<p>10 following IfATE Approval, monitor the delivery of the TQ to identify any feature which could disadvantage a group of Students who share a particular characteristic and shall, as soon as reasonably practicable following identification of such a feature, take such steps as are necessary to minimise the feature being an unnecessary barrier to Student attainment;</p> <p>11 monitor and investigate instances of malpractice and/or maladministration relating to the TQ in accordance with paragraph 3 (TQ Provider Approval and monitoring services) of Part 1 of this Service Requirements;</p> <p>12 ensure final marks awarded by Assessors (and Moderator final marks and/or judgements, where permitted in accordance with the Approved Assessment Strategy) in relation to the TQ are collected for each Student and checked for accuracy by the relevant date specified in the Implementation and Delivery Plan; and</p> <p>13 where marking is to be applied to Student assessment evidence for the TQ by Assessors (and/or by assessors employed or engaged by Approved Providers and/or Moderation is to be undertaken in relation to such marking (in circumstances where the Approved Assessment Strategy allows for use of assessors employed or engaged by the Approved Provider)), ensure:</p> <p>(a) such Assessors (and assessors and Moderators) are appropriately trained and competent;</p> <p>(b) such Assessors (and Moderators) have no personal interest in the outcome of the marking; and</p> <p>(c) marking and Moderation is conducted in a way which secures the accuracy of marking and a consistent approach to marking, provided always that where the Supplier determines that such marking and/or Moderation is not being undertaken accurately and consistently, it shall correct any inaccuracies and/or inconsistencies and shall take (or shall (where necessary) procure that the relevant Approved Provider and/or Moderator shall take (as the case may be)) all necessary steps to prevent any future recurrence of such inaccuracy and/or inconsistency.</p>
	<b>SR 2.3</b>	<p>1 The Supplier shall ensure that it has all necessary processes in place to ensure that, where TQ Live Assessment Materials are confidential (including the content of or information about</p>

	Confidentiality of TQ Live Assessment Materials	<p>such TQ Live Assessment Materials), all such TQ Live Assessment Materials remain confidential.</p> <p>2 If, notwithstanding the processes referred to above, a breach of confidentiality in relation to the TQ Live Assessment Materials does occur (including through the loss, theft or transmission of confidential TQ Live Assessment Materials) or is either suspected by the Supplier or alleged by any other person (and where there are reasonable grounds for that suspicion or allegation), such matter shall be notified to the Authority in accordance with paragraph 3.2 of Part 1 of this Service Requirements and the provisions of paragraphs 3.3 to 3.5 (inclusive) of such Part 1 of this Service Requirements shall apply.</p>
	<p><b>SR2.4</b></p> <p>Reasonable Adjustments</p>	<p><b>“Reasonable Adjustments”</b> means such adjustments to and/or exemptions from the TQ Live Assessment Materials (as applicable) as are necessary and reasonable (in the context of what is being assessed) to enable a Student with special educational needs and/or disabilities to demonstrate his or her knowledge, understanding, skills and behaviours to the level of attainment required.</p> <p>The Supplier shall:</p> <ol style="list-style-type: none"> <li>1 have in place clear arrangements for making Reasonable Adjustments;</li> <li>2 explain (in the Assessment Strategy) how Reasonable Adjustments will be made to support fair access to attainment; and</li> <li>3 provide details of such arrangements to Approved Providers,</li> </ol> <p>in each case, taking into account and (where applicable) implementing the process, approach and/or system agreed between the T Level Awarding Organisations pursuant to paragraph 2.1.8 of Schedule 4 (Co-operation).</p>
	<p><b>SR2.5</b></p> <p>Special Consideration</p>	<p><b>“Special Consideration”</b> means consideration to be given to a Student who has experienced a temporary illness, injury or other event outside of the Student’s control and which has had, or is reasonably likely to have had, a material effect on that Student’s ability to take a TQ assessment or demonstrate his or her level of attainment in a TQ assessment.</p> <p>The Supplier shall:</p>

		<ol style="list-style-type: none"> <li>1 have in place clear arrangements for Special Consideration;</li> <li>2 explain (in the Assessment Strategy) how Special Considerations will be applied to support fair access to attainment; and</li> <li>3 provide details to Approved Providers of how to request such Special Consideration,</li> </ol> <p>in each case, taking into account and (where applicable) implementing the process, approach and/or system agreed between the T Level Awarding Organisations pursuant to paragraph 2.1.8 of Schedule 4 (<i>Co-operation</i>).</p>
	<b>SR 2.6</b>  TQ Core Component assessment design and delivery	<ol style="list-style-type: none"> <li>1 <b>The TQ assessments must be appropriately weighted.</b> Where there is more than one Occupational Specialist Component for the TQ, the Supplier shall not weight the assessment of the TQ Core Component more heavily towards any one Occupational Specialist Component. This is to ensure fairness for all Students, to support learning in their chosen Occupational Specialist Component.</li> <li>2 The Supplier shall assess the TQ Core Component using two distinct methods, as follows: <ol style="list-style-type: none"> <li>(a) the core knowledge and understanding shall be assessed using an External Examination; and</li> <li>(b) the core skills and relevant aspects of core knowledge shall be assessed through the Employer Set Project in accordance with paragraph 3 below,</li> </ol> <p>in each case, as referred to in the Specification of Content.</p> </li> <li>3 Evidence generated by a Student in assessments of the Employer Set Project should be marked by an Assessor. However, in very exceptional circumstances set out in the Approved Assessment Strategy, an Approved Provider may be permitted to mark assessment evidence generated by a Student only where the Supplier: (i) puts in place robust arrangements which ensure that such marking achieves valid and reliable outcomes; (ii) uses an approach that is as close to complete independence as possible (such arrangements and approach to be</li> </ol>

		<p>detailed in the Approved Assessment Strategy); and (iii) procures that all such marking is subject to Moderation.<sup>2</sup></p> <p>4 <b>Assessment objectives.</b> The Supplier shall:</p> <p>(a) set out the assessment objectives for each of the External Examination and the Employer Set Project; and</p> <p>(b) specify the relevant weightings as between the External Examination and the Employer Set Project,</p> <p>in each case, in the Scheme of Assessment.</p> <p>5 <b>Minimum performance requirements for the TQ Core Component must be clearly defined.</b> The Supplier shall ensure that:</p> <p>(a) the External Examination and the Employer Set Project are each assessed using compensatory assessment methods, such that high performance in one part of the TQ Core Component assessment compensates for lower performance in another; and</p> <p>(b) the minimum performance requirements for each judgemental grade required for the TQ Core Component shall reference each of the External Examination and the Employer Set Project.</p> <p>6 <b>Devise the External Examination to assess the full range of knowledge and understanding outlined in the TQ Core Component.</b> The Supplier shall ensure that:</p> <p>(a) the External Examination will sample from the full breadth of relevant parts of the Specification of Content; and</p> <p>(b) an indicative sampling grid for the Term is included within the Assessment Strategy.</p>
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<sup>2</sup> These proposed arrangements should form part of the Supplier's Response.

		<p>7 <b>Assessment of core skills and relevant aspects of knowledge through Employer Set Project.</b> The Supplier shall develop briefs for Employer Set Projects and shall ensure that:</p> <ul style="list-style-type: none"> <li>(a) such briefs are developed in collaboration with Employers;</li> <li>(b) each such brief enables a Student to demonstrate core skills and relevant aspects of core knowledge in an occupationally relevant context; and</li> <li>(c) the Assessment Strategy outlines how such briefs will continue to be relevant to the TQ Core Component throughout the Term and how the Supplier will ensure that such Employer Set Projects do not become predictable and how they will keep pace with the needs of industry,</li> </ul> <p>in each case, so that new briefs for Employer Set Projects are made available by the Supplier in each Academic Year.</p>
		<p>8 <b>Engage with relevant Employers to set clear project briefs.</b> The Supplier shall:</p> <ul style="list-style-type: none"> <li>(a) engage with Employers to ensure that sufficient project brief(s) is/are made available to enable Students to demonstrate skills across the breadth of the available Occupational Specialist Component(s), provided always that where the Supplier proposes to make available only one project brief in respect of the TQ to Students and/or proposes to utilise a project brief in respect of more than one Occupational Specialist Component, then: <ul style="list-style-type: none"> <li>(i) the Supplier shall provide a detailed rationale for such proposals as part of its Assessment Strategy included with the Submission for Interim Milestone 1 to the Authority;</li> <li>(ii) the Authority shall consider whether such proposals are acceptable; and</li> <li>(iii) the Authority's decision as to whether such proposals are acceptable shall be final;</li> </ul> </li> <li>(b) engage with Employers to ensure that each project brief:</li> </ul>



		<ul style="list-style-type: none"> <li>(i) has clear objectives, which align with the Specification of Content and which aim to motivate Students;</li> <li>(ii) requires Students to solve a real world problem;</li> <li>(iii) enables Students to generate sufficient assessment evidence to meet the objectives referred to in (i) immediately above;</li> <li>(iv) clearly sets out the arrangements and restrictions for Approved Providers to support Students in carrying out and completing the Employer Set Project; and</li> <li>(v) allows sufficient time to enable Students to generate sufficient assessment evidence; and</li> </ul> <p>(c) obtain evidence of validation from each Employer involved in setting the brief(s) that they approve such brief(s) (and the Supplier shall make available to the Authority a copy of such evidence). Evidence of employer validation must include, but is not limited to, details of the questions asked of Employers, Employer responses and how the AO addressed Employer feedback.</p>
	<p><b>SR 2.7</b></p> <p>Occupational Specialist Component assessment design and delivery</p>	<p>1 <b>Assessment of performance outcomes.</b> The Supplier shall ensure that:</p> <ul style="list-style-type: none"> <li>(a) the assessment materials for each Occupational Specialist Component assess all performance outcomes detailed in the Specification of Content for that Occupational Specialist Component; and</li> <li>(b) so far as is reasonably practicable, each assessment is synoptic to reflect how knowledge, understanding, skills and behaviours are drawn together and implemented to develop meaningful occupationally relevant Student assessment evidence, which attests to Occupational Entry Competence, provided always that where the Supplier reasonably determines that it is not possible to assess performance outcomes synoptically, the Supplier shall provide a clear and detailed rationale as part of its Assessment Strategy for Submission at Interim Milestone 1 to the Authority and the Authority shall consider whether it is acceptable not to assess performance outcomes</li> </ul>

		<p>synoptically, provided always that the Authority's decision as to whether such approach is appropriate shall be final.</p> <p>2 Evidence generated by a Student in assessments of each Occupational Specialist Component should be marked by an Assessor. However, in very exceptional circumstances set out in the Approved Assessment Strategy, an Approved Provider may be permitted to mark assessment evidence generated by a Student only where the Supplier: (i) puts in place robust arrangements which ensure that such marking achieves valid and reliable outcomes; (ii) uses an approach that is as close to complete independence as possible (such arrangements and approach to be detailed in the Approved Assessment Strategy); and (iii) procures that all such marking is subject to Moderation.<sup>3</sup></p> <p>3 <b>Exemplifying the expected standards of attainment.</b> The Supplier shall, for each Occupational Specialist Component, produce Guide Standard Exemplification Materials (which shall be validated by sufficient and representative sample of Employers and Providers as agreed by the Authority)) for the purposes of IfATE Approval and for the First Teach Cohort and, for each Academic Year following grade awarding for the First Teach Cohort, produce Grade Standard Exemplification Materials (which shall be validated by Employers before results are issued) and submitted to the Authority for agreement by no later than the end of September and published by the end of October of that Academic Year, unless otherwise agreed in writing by the Authority.</p>
<b>Service Requirement 3: Grading and Awarding</b>		
<b>Outcomes</b>  Grades awarded for the TQ Core Component and each Occupational Specialist Component	<b>SR 3.1</b>	<p>1 The Supplier shall undertake grading and awarding in accordance with the relevant part of the Approved Assessment Strategy.</p>

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

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

delivering the TQ to meet the required standards and expectations.		<p>2 The Supplier shall (within 30 Working Days) following receipt of an application for Provider Approval from an Eligible Provider:</p> <ul style="list-style-type: none"> <li>(a) assess that Eligible Provider against the Provider Approval Criteria to determine whether such Eligible Provider satisfies all of the requirements of the Provider Approval Criteria;</li> <li>(b) notify that Eligible Provider of the outcome of its application; and</li> <li>(c) where the Eligible Provider satisfies all of the requirements of the Provider Approval Criteria, grant Provider Approval in respect of such Eligible Provider.</li> </ul>
<b>Service Requirement 5: Provider Support</b>		
<p><b>Outcomes</b></p> <p>Approved Providers are fully supported to plan and deliver (including to properly prepare Students for assessment) the TQ to meet the required standards and expectations.</p>	<b>SR 5.1</b>	<p>The Supplier shall ensure that Approved Providers are fully supported to promote, plan and deliver the TQ, including:</p> <ul style="list-style-type: none"> <li>1 setting out in the TQ Specification and Assessment Guidance for Providers any guidance and support available to the Approved Provider in respect of the TQ, which may include guidance as to sequencing of assessment of any Component;</li> <li>2 providing a telephone, email and internet facility and ensuring that sufficient, suitably trained contact staff are available to: <ul style="list-style-type: none"> <li>(a) answer Approved Providers' queries regarding the Provider Services and/or the TQ (including enquiries and/or queries about results);</li> <li>(b) deal with complaints in relation to the Provider Services and/or the TQ; and</li> <li>(c) ensure that such queries and/or complaints (and any queries about the T Level Programme, including different programme elements and work placements) are directed to the relevant individual at the Supplier, the Authority or other Stakeholder (as applicable);</li> </ul> </li> </ul>

		<p>3 ensuring that such training, resources and other information relating to the TQ, as is necessary to assist Approved Providers' administration and examination officers, is available, including in relation to:</p> <ul style="list-style-type: none"> <li>(a) key dates for administration of the TQ;</li> <li>(b) how to use any systems to upload materials; and</li> <li>(c) which forms should be used to enable Approved Providers to claim completion of the TQ by the relevant Student;</li> </ul> <p>4 ensuring that such training, resources and other information relating to the TQ, as is necessary to assist Approved Providers' teaching and learning, is available to ensure the requirements of the TQ are clear and Students can be well prepared for assessment for the TQ, including:</p> <ul style="list-style-type: none"> <li>(a) exemplifying (through the provision of and training in relation to the application of the Guide Standard Exemplification Materials) the expected standards of performance for the TQ for the First Teach Cohort, so that the Approved Providers are able to design effective courses and have a clear understanding of the quality and standards their Students need to achieve; and</li> <li>(b) the development in accordance with Annex 11 to the Service Requirements, of <ul style="list-style-type: none"> <li>(i) Supplementary Specimen Assessment Materials;</li> <li>(ii) Employer Set Project Guide Exemplar Responses;</li> <li>(iii) Employer Set Project Grade Exemplar Responses; and</li> <li>(iv) Accompanying Assessment Guidance for Providers;</li> </ul> all of which must be suitable to be used by Approved Providers to prepare Students effectively for live TQ assessments; and</li> <li>(c) exemplifying (through the provision of documentation, including chief examiner and chief moderator reports, which provides an overview or analysis of Student performance and includes but is not limited to, examples of student responses to assessment questions and/or tasks) the expected standards of performance for the TQ,</li> </ul>
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		<p>so that Approved Providers are supported in understanding how students performed at item, sub-component and component level to support future teaching and learning.</p> <p>5 undertaking intermittent reviews to ensure that the support remains fit for purpose, taking account of feedback from Approved Providers and amending the support packages as necessary;</p> <p>6 having in place systems and processes to monitor and report to the Authority details of Approved Provider uptake of the TQ Deliverables (and any other Products and/or documents associated with the TQ), ensuring each and every Approved Provider has accessed and is using the current version of the relevant TQ Deliverable.</p> <p>7 aligning training and resources with any wider FE Professional Readiness to Deliver T Levels training and support offered by the Authority; and</p> <p>8 supporting Approved Providers on agreed promotional activity, as appropriate following any reasonable request from the Authority.</p>
<b>Service Requirement 6: Student registration and Student entry</b>		
<b>Outcomes</b>  Unique identification of Students	<b>SR 6.1</b>	The Supplier shall procure that Approved Providers register each Student undertaking the TQ in a way that permits the Student to be clearly and uniquely identified.
<b>Service Requirement 7: TQ Results</b>		
<b>Outcomes</b>  Accurate and complete results	<b>SR 7.1</b>	The Supplier shall ensure that all results which it issues are accurate and complete and reflect the outcome of the awarding process.

<b>Service Requirement 8: TQ Post-Results Services</b>		
<p><b>Outcomes</b></p> <p>The TQ provides for optimal assessment and reliable evidence of a Student's attainment in relation to the knowledge, understanding, skills and behaviours specified in the Former Supplier's TQ Specification and, if relevant the Outline Content.</p> <p>The TQ supports fair access to attainment for all Students who take the TQ.</p>	<p><b>SR 8.1</b></p> <p>Assessment Review</p>	<p>The Supplier shall ensure a transparent and effective process for review of marks (or (where applicable) Review of Moderation (as defined in Annex 10 (<i>Additional Services</i>) to this Service Requirements) for each Component.<sup>4</sup></p>
	<p><b>SR 8.2</b></p> <p>Appeals Process</p>	<p>1 The Supplier shall operate an appeals process, which enables Approved Providers to appeal:</p> <p>(a) the results of TQ assessments undertaken by Students or (in the case of an appeal in respect of an individual Student) results of TQ assessments undertaken by that Student (including in either case the outcome of a Review of Marking and/or Review of Moderation);</p>

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

		<p>(b) any decisions regarding Reasonable Adjustments and/or Special Consideration for Students or (in the case of an appeal in respect of an individual Student) decisions regarding Reasonable Adjustments and/or Special Consideration for that Student; and</p> <p>(c) decisions which have resulted in action taken against that Approved Provider or (in the case of an appeal in respect of an individual Student) that Student in relation to the TQ, in either case, following an investigation into malpractice or maladministration,<sup>5</sup></p> <p>(together or individually (as the case may be) an “Appeal”).</p> <p>2 Where, as a result of an Appeal, the Supplier identifies that there is or was (as the case may be) a failure in its TQ assessment process affecting more than one Student, it shall:</p> <p>(a) notify the Authority of such failure (including full details of the impact of such failure);</p> <p>(b) identify all Students who have (or who may reasonably be expected to have) been affected by the failure;</p> <p>(c) correct or, where it cannot be corrected, mitigate as far as possible the effect of the failure; and</p> <p>(d) take all such steps as are necessary to ensure that such failure does not recur in the future,</p> <p>and the provisions of paragraphs 3.2 to 3.5 (inclusive) of Part 1 of this Service Requirements shall apply in respect of such failure.</p>
<b>Service Requirement 9: Reporting</b>		
<b>Outcomes</b>  Accurate and timely information and data is	<b>SR 9.1</b>	The Supplier shall ensure that the Management Information is provided to the Authority as follows. In the case of:

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



available throughout the Term		<ol style="list-style-type: none"> <li>1 the Development Phase Report, in accordance with clause 5.5 (<i>Developing the TQ and achieving IfATE Approval</i>);</li> <li>2 the Operational Delivery Report, in accordance with paragraph 3.1 of Schedule 15 (<i>Monitoring of Performance</i>);</li> <li>3 the information and data generated pursuant to paragraph 5 of Part 1 of this Service Requirements, in accordance with paragraph 5.4 of Part 1 of this Service Requirements;</li> <li>4 the information and data generated pursuant to paragraph 8 of Part 1 of this Service Requirements, in accordance with paragraph 8.2 of Part 1 of this Service Requirements;</li> <li>5 the information and data relating to the delivery of the Additional Services in accordance with paragraphs 5.3, 6.1.3 and 9.1.2 of Part 1 of this Service Requirements, in each Contract Month; and</li> <li>6 the information and data relating to adjustment to the Fees pursuant to clauses 4.12 and 4.13 (<i>Pricing and payments</i>), in accordance with clause 4.13.1 (<i>Pricing and payments</i>).</li> <li>7 the information and data relating to the delivery of the Social Value commitments in accordance with paragraph 13.1 (<i>Social Value Commitments</i>)</li> </ol>
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### Part 3 – Product Descriptions

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

Product	Description
<b>Assessment Strategy</b>	<p>A clear and detailed explanation for how the TQ meets the outcomes/overall measures and requirements for each Service.</p> <p>In relation to the <b>design</b> of the TQ, the Assessment Strategy shall include details of and a clear and detailed rationale for:</p> <ul style="list-style-type: none"><li>• how the design of the TQ will ensure compliance (including ongoing compliance) with all relevant requirements of this Service Requirements;</li><li>• (i) individual assessment time for each TQ assessment, for example in terms of covering the required part of the Specification of Content effectively and balancing reliability and manageability, and (ii) combined assessment time for the different TQ assessments;</li><li>• the number of marks for each individual TQ assessment, for example in terms of covering the required part of the Specification of Content effectively and balancing reliability and manageability;</li><li>• how the design of the TQ will ensure appropriate compensation taking into account the requirements of SR 2.6 (5) (a) of Service Requirement 2;</li><li>• the approach to differentiating for the available grade range in each case;</li><li>• how Students' interests will be protected if there are changes to the Specification of Content;</li><li>• the Guided Learning hours for each Component, taking into account the requirements of SR 1.1 (9) of Service Requirement 1;</li></ul>

Product	Description
	<ul style="list-style-type: none"> <li>• if applicable, why Students have been given the option to study more than two Occupational Specialist Components;</li> <li>• the approach to how assessments will be structured, for example in terms of covering the required part of the Specification of Content effectively and achieving the optimum balance of the assessment principles set out in SR 2.1 of Service Requirement 2, including: <ul style="list-style-type: none"> <li>○ the number of tasks and assessments in the External Examination;</li> <li>○ the number of tasks and assessments in the Employer Set Project;</li> <li>○ the relative weightings of the External Examination and the Employer Set Project;</li> <li>○ the number of tasks and assessments for each Occupational Specialist Component;</li> <li>○ for Occupational Specialist Components, why it is not possible to assess performance outcomes synoptically (if applicable); and</li> <li>○ how the Former Supplier's TQ Specification and, if relevant, the Outline Content will be covered over the life of the Contract including any proposed approach to sampling.</li> </ul> </li> <li>• in very exceptional circumstances where the Supplier considers that there is justification for any assessments in relation to the Employer Set Project and/or the Occupational Specialist Components to be marked by an Approved Provider and not externally marked by an Assessor, a detailed rationale which explains why this is necessary in terms of achieving an optimum balance of the assessment principles set out in SR 2.1 of Service Requirement 2 and a detailed explanation of the approach to Moderation. Exceptional circumstances shall include the following factors: <ul style="list-style-type: none"> <li>○ where the assessment evidence generated by Students is likely to arise spontaneously and/or be ephemeral in nature and where this may lead to significant or insurmountable logistical difficulties in terms of the Supplier arranging to be present for every assessment;</li> <li>○ where the assessment would require repeat measurement over an extended period of time, potentially including measurement of multiple aspects across multiple Students, rather than measurement on a single occasion and where this may lead to significant or insurmountable logistical difficulties in terms of the Supplier being present for the whole period of the assessment;</li> <li>○ where the presence of an Assessor could significantly affect the assessment, for example because it may place undue pressure on Students and therefore undermine fairness, or could require the assessment to be designed and/or completed in an artificial way which would undermine validity; and</li> </ul> </li> </ul>

Product	Description
	<ul style="list-style-type: none"> <li>○ where the presence of an Assessor is not possible owing to issues of sensitivity and/or confidentiality with respect to individuals required to participate in the assessment(s), provided always that the factor(s) giving rise to a claim by the Supplier of the existence of any exceptional circumstances are relevant to the content of the TQ, the risks to the validity or manageability of the assessment arising as a result of such factor(s) are significant and such factor(s) and/or risk(s) cannot be managed or mitigated without marking being undertaken by an Approved Provider;</li> <li>• the approach to coverage of the Former Supplier's TQ Specification and, if relevant the Outline Content, including: <ul style="list-style-type: none"> <li>○ how the Former Supplier's TQ Specification and, if relevant the Outline Content has been covered overall and in each TQ assessment;</li> <li>○ how the Former Supplier's TQ Specification and, if relevant the Outline Content has been elaborated on where necessary;</li> <li>○ if applicable, why it is necessary to move elements of the Former Supplier's TQ Specification and, if relevant, the Outline Content which relate to one Component into another Component; and</li> <li>○ if applicable, why it is necessary to include entirely new content that is not included in the Former Supplier's TQ Specification and, if relevant, the Outline Content into the Specification of Content;</li> </ul> </li> <li>• the approach to: <ul style="list-style-type: none"> <li>○ mapping of the Specification of Content in TQ Specimen Assessment Materials;</li> <li>○ coverage of the Specification of Content over time; and</li> <li>○ ensuring the assessments for the TQ Core Component and each Occupational Specialist Component support fair access to attainment, including the approach to Reasonable Adjustments and Special Consideration;</li> </ul> </li> <li>• the assessment objectives and weightings for the External Examination and the Employer Set Project;</li> <li>• the approach to targeting assessment objectives in the External Examination and the Employer Set Project, and to targeting performance outcomes in each Occupational Specialist Component;</li> <li>• the approach to each TQ assessment, including: <ul style="list-style-type: none"> <li>○ an explanation of:</li> </ul> </li> </ul>

Product	Description
	<ul style="list-style-type: none"> <li>▪ the range of task types to be used (e.g. multiple-choice, short answer, extended response, practical assignment) and how these will support valid assessment of the Specification of Content; and</li> <li>▪ the approach to mark scheme and assessment criteria design, including for different task types, and an explanation of how resulting mark schemes and assessment criteria will support reliable application by Assessors (and any assessors employed or engaged by any Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy);</li> <li>○ sample question/tasks which may be from the TQ Specimen Assessment Materials, and associated mark schemes and assessment criteria, representing the range to be used in each such TQ assessment, with commentaries explaining the approaches;</li> <li>○ an indicative sampling grid for the External Examination; and</li> <li>○ how the requirements of SR 2.6 (7) and SR 2.6(8) of Service Requirement 2 have been taken into account.</li> </ul> <ul style="list-style-type: none"> <li>• the approach to availability of TQ assessments, including: <ul style="list-style-type: none"> <li>○ when assessments will be scheduled for the External Examination, the Employer Set Project and each Occupational Specialist Component;</li> <li>○ how the approach is appropriate, including consideration of: the amount and weight of material to be covered; the extent to which different aspects would be covered sequentially or concurrently; how coherence with the overall T Level Programme will be promoted; the need to ensure that enough time is available for sufficient learning to have taken place (including how Approved Providers will be supported so that they enter Students for a Component's assessments in an appropriate Academic Year and in an appropriate assessment series within that Academic Year, in each case, within the two-year programme for the T Level); and how the approach will support standard setting;</li> <li>○ when the first assessment cycle will be held for the First Teach Cohort, taking into account the need to ensure that standards are set appropriately in the first Academic Year so they are appropriate to be carried forward to future assessment cycles;</li> <li>○ arrangements for Students to retake, in full, any or all of the External Examination, the Employer Set Project and each Occupational Specialist Component; and</li> <li>○ the type of assessment (e.g. online and/or paper-based) for the External Examination, Employer Set Project and each Occupational Specialist Component; and</li> </ul> </li> </ul>

Product	Description
	<ul style="list-style-type: none"> <li>• quality assuring the design and development of the TQ and its component assessments in line with the requirements set out in the Service Requirements and in line with the Assessment Strategy.</li> </ul> <p>Taking into account the approach to availability of TQ assessments, the Assessment Strategy shall include a clear and detailed explanation of any risks that have been identified, how these will be mitigated, and how particular challenges will be addressed, including:</p> <ul style="list-style-type: none"> <li>• ensuring comparability of assessments;</li> <li>• minimising predictability of assessments;</li> <li>• ensuring security and confidentiality of assessments; and</li> <li>• in relation to the Employer Set Project, how the Employer Set Projects will continue to be relevant to the TQ Core Component throughout the Term and how they will not become predictable and will keep pace with the needs of industry.</li> </ul> <p>In relation to the <b>delivery</b> of the TQ, the Assessment Strategy shall include:</p> <ul style="list-style-type: none"> <li>• details of and a clear and detailed rationale for how the delivery of the TQ will ensure ongoing compliance with all relevant requirements of this Service Requirements;</li> <li>• clear details of the process for developing TQ assessment materials (including TQ Specimen Assessment Materials and TQ Live Assessment Materials), including different stages and Supplier Staff involved, how evidence regarding functioning of previous assessments is used, any differences by assessment type and item setting arrangements;</li> <li>• clear details of the approach to training individuals who will be responsible for setting TQ assessments and/or items, including ensuring security and mitigating any conflicts of interest;</li> <li>• details of the nature of and number of hours of supervised conditions that will be required to deliver the TQ;</li> <li>• clear details of the approach to training and standardising the approach of Assessors (and any assessors employed or engaged by any Approved Provider and any Moderators where permitted in accordance with</li> </ul>

Product	Description
	<p>the Approved Assessment Strategy), together with details of standardisation procedures and any wider training;</p> <ul style="list-style-type: none"> <li>• a clear and detailed explanation of how the marking processes for Student assessment evidence for the TQ will operate, including any variation between the External Examination, the Employer Set Project and each Occupational Specialist Component;</li> <li>• a clear and detailed explanation of the process that will be in place: <ul style="list-style-type: none"> <li>○ to monitor accuracy and consistency of marking by Assessors (and Moderation by Moderators where permitted in accordance with the Approved Assessment Strategy) and issuing of results, and</li> <li>○ to take remedial action where such process does not deliver accuracy and consistency of marking (and/or Moderation by Moderators where permitted in accordance with the Approved Assessment Strategy) and/or issuing of results;</li> </ul> </li> <li>• a clear and detailed explanation of how malpractice will be minimised and addressed and the approach to maintaining security and confidentiality of TQ assessments, including any differences by assessment;</li> <li>• a clear and detailed explanation as to how live issues during assessments for the TQ will be dealt with (i.e. where the design/delivery mitigations have failed);</li> <li>• a clear and detailed explanation as to how results data for each Component and the TQ will be provided to the Authority in line with the Key Dates Schedule for the relevant Academic Year; and</li> <li>• a clear and detailed explanation as to how each Post-Results Service (referred to in paragraph 9 (<i>TQ Post-Results Services</i>) of Part 1 of this Service Requirements) will be delivered.<sup>6</sup></li> </ul> <p>In relation to <b>Eligible Providers and Approved Providers</b>, the Assessment Strategy shall include a summary of the proposed approach to ensuring that Approved Providers are able to prepare for and undertake the TQ assessments, together with a clear and detailed explanation of:</p>

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

Product	Description
	<ul style="list-style-type: none"> <li>the approach to approving Eligible Providers as Approved Providers, in line with the Provider Approval Criteria;</li> <li>the approach to ensuring that all Approved Providers have appropriate and consistent quality assurance measures in place for the delivery of the TQ and ensuring that such Approved Providers maintain ongoing compliance with those quality assurance measures;</li> <li>the approach to the provision of guidance and training to Approved Providers in connection with the delivery of the TQ assessments for the Employer Set Project and the Occupational Specialist Components;</li> <li>the approach to monitoring Approved Providers in relation to TQ assessments for the Employer Set Project and the Occupational Specialist Components, including how this approach will ensure that such assessments remain fit for purpose on delivery;</li> <li>how Guide Standard Exemplification Materials will be produced, with input from and validated by a sufficient and representative sample of Employers and Providers as agreed by the Authority; and</li> <li>how Grade Standard Exemplification Materials will be produced, and kept under review, with input from validated by a sufficient and representative sample of Employers as agreed by the Authority.</li> </ul> <p>In relation to <b>awarding</b>, the Assessment Strategy shall include a clear and detailed explanation of:</p> <ul style="list-style-type: none"> <li>the technical methodology employed in the awarding process, including the Supplier Staff involved and their roles;</li> <li>how the decisions from the awarding process are approved within the Supplier and the Supplier Staff involved in this;</li> <li>how comparability between different versions of assessments and different types of assessment (e.g. online vs paper-based) is ensured, both where these are available at the same time and on an ongoing basis;</li> </ul>



Product	Description
	<ul style="list-style-type: none"> <li>• how comparability between any options in the TQ will be ensured;</li> <li>• how any evidence in relation to the comparability of the TQ with the technical education qualification element for other applicable T Levels within the same Route (including those offered by other T Level Awarding Organisations) will be used to inform decisions on standard setting;</li> <li>• how grades are calculated, including judgemental and arithmetic grade boundaries, aggregation of marks between the External Examination and Employer Set Project, and the use of any conversion scales; and</li> <li>• the approach to and range of qualitative and quantitative evidence used to inform grading and awarding decisions and the weight given to different sources, together with: <ul style="list-style-type: none"> <li>○ a rationale for this approach in the light of the TQ design and Cohort make-up; and</li> <li>○ details of how this approach will be kept under review and may be adjusted, including any variation between initial standard setting and maintenance of standards,</li> </ul> </li> </ul> <p>and in relation to such qualitative and quantitative evidence:</p> <ul style="list-style-type: none"> <li>○ qualitative evidence shall include (for the TQ Core Component and each Occupational Specialist Component as a whole and for each TQ assessment): <ul style="list-style-type: none"> <li>▪ views of senior examiners about the quality of Student assessment evidence for the TQ;</li> <li>▪ views of senior examiners about the demand of TQ assessments;</li> <li>▪ performance descriptions informed by Employer views;</li> <li>▪ Guide Standard Exemplification Materials and Grade Standard Exemplification Materials informed by Employer views;</li> <li>▪ archive Student assessment evidence for the TQ from previous series (where applicable); and</li> <li>▪ if necessary, cognate Student assessment evidence for the TQ, for example from related qualifications; and</li> </ul> </li> <li>○ quantitative evidence shall include (for the TQ Core Component and each Occupational Specialist Component as a whole and for each TQ assessment): <ul style="list-style-type: none"> <li>▪ mark distribution;</li> <li>▪ mean mark;</li> <li>▪ standard deviation;</li> </ul> </li> </ul>

Product	Description
	<ul style="list-style-type: none"> <li>▪ item-level data, such as facility and discrimination indices;</li> <li>▪ percentage of Students achieving each grade in previous series; and</li> <li>▪ information about Students' prior/concurrent attainment.</li> </ul> <p>The Assessment Strategy shall also include an explanation as to how innovation will be appropriately tested before implementation to secure on-going compliance by the Supplier with its obligations under this Service Requirements.</p>
<b>Employer and Provider Engagement Strategy</b>	A clear and detailed strategy describing the approach to engaging with, and where applicable training, Employers and Providers in relation to the design, content, delivery, assessment, validation and update of the TQ and the Services, including the approach to sharing early and/or amended drafts of all Initial TQ Deliverables and TQ Deliverables with Employers and Providers (as applicable).
<b>TQ Specification</b>	<p><b>Specification of Content</b></p> <p>The Specification of Content shall set out the knowledge, understanding, skills and behaviours that Students need to learn for the TQ Core Component and each Occupational Specialist Component. The Specification of Content for the TQ Core Component and each Occupational Specialist Component must be clear and unambiguous and adequately cover (and where necessary build on) the Former Supplier's TQ Specification and, if relevant, the Outline Content (and not simply replicate it). The Specification of Content shall detail the recommended Guided Learning hours for each Component (including recommended Guided Learning hours for both delivery and assessment of each Component), taking into account the requirements of SR 1.1 (9) of Service Requirement 1.</p> <p>The TQ Specification will be validated by a sufficient and representative number of Employers as agreed by the Authority.</p> <p><b>Scheme of Assessment</b></p> <p><i>TQ Core Component – External Examination – knowledge and understanding</i></p> <p>The Scheme of Assessment shall clearly set out (in relation to the External Examination) an explanation for Approved Providers of:</p>

Product	Description
	<ul style="list-style-type: none"> <li>• the assessment objectives and their weightings;</li> <li>• the method and number of assessments (if more than one);</li> <li>• the duration of the/each assessment;</li> <li>• the number of marks in the/each assessment;</li> <li>• how and when the/each assessment will be made available;</li> <li>• the grades available for the TQ Core Component and that these grades are for the External Examination and the Employer Set Project in combination; and</li> <li>• any relevant design features for the External Examination, such as the range of different question types that will be used and any access there will be to stimulus/pre-release materials.</li> </ul> <p><i>TQ Core Component – Employer Set Project</i></p> <p>The Scheme of Assessment shall clearly set out (in relation to the Employer Set Project) an explanation for Approved Providers of:</p> <ul style="list-style-type: none"> <li>• the assessment objectives and their weightings;</li> <li>• the assessment tasks available, i.e. options;</li> <li>• the duration of the assessment;</li> <li>• the number of marks for the assessment;</li> <li>• how and when the assessment will be made available;</li> <li>• the assessment criteria that will be applied (including, in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the Employer Set Project are to be marked by an Approved Provider and not externally marked by an Assessor, details of how marks should be allocated);</li> <li>• the conditions under which assessment evidence must be generated;</li> <li>• the forms of assessment evidence that must be retained by the Approved Provider and the expectations around this;</li> <li>• the grades available for the TQ Core Component and that these grades are for the External Examination and Employer Set Project in combination; and</li> <li>• (in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the Employer Set Project are to be marked by an Approved Provider and not externally marked by an Assessor) details of how Moderation will be conducted.</li> </ul>

Product	Description
	<p>The Scheme of Assessment shall also:</p> <ul style="list-style-type: none"> <li>• specify the relevant weightings as between the External Examination and the Employer Set Project; and</li> <li>• outline the minimum performance requirements for each judgemental grade required for the TQ Core Component (and each judgemental grade shall reference both the External Examination and Employer Set Project).</li> </ul> <p><i>Occupational Specialist Components</i></p> <p>The Scheme of Assessment shall clearly set out (in relation to each Occupational Specialist Component) an explanation for Approved Providers of:</p> <ul style="list-style-type: none"> <li>• the performance outcomes and how these are mapped to the Former Supplier's Specification of Content and, if relevant, the Outline Content;</li> <li>• the assessment task(s) for the relevant Occupational Specialist Component;</li> <li>• the duration of the assessment;</li> <li>• the number of marks for the assessment;</li> <li>• how and when the TQ Live Assessment Materials will be made available;</li> <li>• the assessment criteria that will be applied (including, in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the relevant Occupational Specialist Component are to be marked by an Approved Provider and not externally marked by an Assessor, details of how marks should be allocated);</li> <li>• the conditions under which Student assessment evidence must be generated;</li> <li>• the forms of Student assessment evidence that must be retained by the Approved Provider and the expectations around this;</li> <li>• any permissions/prohibitions with respect to different Occupational Specialist Components being taken in combination;</li> <li>• the grades available for the relevant Occupational Specialist Component; and</li> <li>• (in very exceptional circumstances set out in the Approved Assessment Strategy, where any assessments in relation to the relevant Occupational Specialist Component are to be marked by an Approved Provider and not externally marked by an Assessor) details of how Moderation will be conducted.</li> </ul>

Product	Description
	<p data-bbox="577 300 1256 331"><b>Approved Provider's Quality Assurance Process</b></p> <p data-bbox="577 368 2018 464">This part of the TQ Specification shall set out details of the Approved Provider's role in quality assuring the TQ assessments, to ensure compliance by the Supplier with its quality assurance obligations in the relevant part of the Supplier Response<sup>7</sup>, for example:</p> <ul data-bbox="629 507 2045 639" style="list-style-type: none"> <li>• authentication – ensuring Students' assessment evidence is their own;</li> <li>• malpractice – for example during controlled conditions; and</li> <li>• any other activity required of Approved Providers by the Supplier to ensure regulatory/contractual requirements are met.</li> </ul> <p data-bbox="577 683 1227 715"><b>Additional Information for Approved Providers</b></p> <p data-bbox="577 751 1182 783">The TQ Specification shall also clearly set out:</p> <ul data-bbox="629 826 1406 890" style="list-style-type: none"> <li>• the Qualification Purpose; and</li> <li>• the prior learning requirements for the TQ (if applicable).</li> </ul> <p data-bbox="577 991 1877 1023">The TQ Specification shall also clearly set out, or provide appropriate links to, information regarding:</p> <ul data-bbox="629 1066 1659 1273" style="list-style-type: none"> <li>• calculating grades (e.g. aggregation and scaling);</li> <li>• submitting general queries;</li> <li>• access arrangements, Reasonable Adjustments and Special Consideration;</li> <li>• enquiries about results and Appeals;</li> <li>• retakes; and</li> <li>• any guidance in relation to delivery of the TQ.</li> </ul>

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

Product	Description
<b>TQ Specimen Assessment Materials</b>	<p>The TQ Specimen Assessment Materials shall comprise examples of assessments that are representative of the approach the Assessment Strategy proposes is used in live operation and shall be produced to the same quality standard. The TQ Specimen Assessment Materials shall cover each of the following:</p> <ul style="list-style-type: none"> <li>• TQ Core Component – External Examination – sample question paper and mark scheme for the/each assessment, together with mapping to the Former Supplier’s Specification of Content and, if relevant, the Outline Content and sampling approach proposed;</li> <li>• TQ Core Component – Employer Set Project – assessment tasks/requirements for each available option and assessment criteria; and</li> <li>• Occupational Specialist Component – practical assessment tasks/requirements and assessment criteria for each Occupational Specialist Component.</li> </ul> <p>TQ Specimen Assessment Materials for all components of the TQ will be validated by a sufficient and representative number of Employers as agreed by the Authority.</p>
<b>TQ Live Assessment Materials</b>	<p>The live assessment materials (modelled on the TQ Specimen Assessment Materials and taking into account (as applicable) performance demonstrated by previous TQ Live Assessment Materials) that are to form the basis of assessment for the TQ for the relevant Academic Year.</p>
<b>Exemplification Materials</b>	<p><b>Guide Standard Exemplification Materials</b></p> <p>Guide Standard Exemplification Materials shall include indicative ‘guide’ examples of Student assessment evidence which the Supplier judges would be likely to meet the minimum requirements for Occupational Entry Competence and higher grades in each Occupational Specialist Component. Guide Standard Exemplification Materials will be produced in consultation with and validated by Employers. Guide Standard Exemplification Materials must accurately portray student assessment evidence and may include, but is not limited to, the use of photographic, audio or video evidence accompanied by an explanatory commentary.</p> <p><b>Grade Standard Exemplification Materials</b></p> <p>Grade Standard Exemplification Materials shall include actual marked examples of Students’ assessment evidence, selected after awarding, which:</p>

Product	Description
	<ul style="list-style-type: none"> <li>• have met the minimum requirements for Occupational Entry Competence and higher grades in each Occupational Specialist Component;</li> <li>• are produced (and reviewed on an ongoing basis) in consultation with and validated by Employers;</li> <li>• may be used to train Assessors (and any assessors employed or engaged by an Approved Provider and any Moderators where permitted in accordance with the Approved Assessment Strategy) to ensure that Student assessment evidence is assessed to the correct standard consistently, provided always that if the materials are used to train such Assessors (and any assessors and Moderators), the Supplier shall ensure that the spread of marks covered by the materials (including the Grade Standard Exemplification Materials) that are used for such training shall not be restricted to the grade boundaries but shall include material at a range of other marks; and</li> <li>• meet the requirements of SR 2.7(3) of Service Requirement 2.</li> </ul> <p>Student assessment evidence may include, but is not limited to, the use of photographic, audio or video evidence accompanied by an explanatory commentary.</p>
<b>Implementation and Delivery Plan</b>	<p>A detailed explanation of the Supplier's proposed approach to successfully designing, developing and delivering the TQ throughout the Term (the level of detail in respect of the whole (and each relevant part of such Term) being commensurate with the level of detail that can reasonably be expected to be known by and/or available to the Supplier from time to time in respect of such whole or part of the Term), including evidence of the achievability of the proposed approach against the TQ Critical Path Diagram.</p> <p>It shall present a clear and achievable overall timetable for the delivery of all of the Services.</p> <p>The Implementation and Delivery Plan shall include information about the Supplier's:</p> <ul style="list-style-type: none"> <li>• programme and project management approach and project expertise to develop the design, content, assessment and delivery of the TQ, including details of delivery risks and plan to mitigate such risks;</li> <li>• financial modelling on cost of design, development and delivery of the TQ and delivery of the Services;</li> </ul>

Product	Description
	<ul style="list-style-type: none"> <li>• approach to working with Stakeholders (including, if relevant, the T Level Panel up to Interim Milestone 1) in relation to the design, development delivery and ongoing update of the TQ and the Services (including consultation with Eligible Providers to ensure the quality of the Initial TQ Deliverables at each Milestone);</li> <li>• approach to working with Stakeholders and organisations associated with and/or providing advice and/or guidance in relation to Students with special educational needs and disabilities in the design, development, delivery and update of the TQ and the Services, including a process for regularly reporting on progress;</li> <li>• approach to sharing early and/or amended drafts of the Initial TQ Deliverables and TQ Deliverables with Eligible Providers and/or Approved Providers (as applicable), including how such documents will be shared and when;</li> <li>• capacity to scale up in relation to demand and in response to delivery challenges to ensure overall delivery remains on track;</li> <li>• ability to develop and implement innovative solutions;</li> <li>• approach to ensuring that Management Information is interoperable with the Authority's systems and processes during the design, development and live operation of the TQ;</li> <li>• proposals for efficiently supporting Providers to deliver the TQ and to answer related enquiries and address related complaints (including Post-Result Services) made by telephone, by post and by other electronic correspondence efficiently and effectively;</li> <li>• process for raising delays or concerns; and</li> <li>• details of proposed joint working between T Level Awarding Organisations (as contemplated by Schedule 4 (<i>Co-operation</i>)) to support (amongst other things) the effective and efficient delivery of the T Level Programme and to streamline administration relating to the T Levels Programme in the interests of Students and Providers.</li> </ul> <p>The Implementation and Delivery Plan shall evidence that the Supplier has, or will have:</p> <ul style="list-style-type: none"> <li>• IT infrastructure and systems to support the design, development, delivery and award of the TQ;</li> <li>• secured any relevant third party contracts to support delivery of the TQ; and</li> <li>• processes for the design, development, delivery and award of the TQ.</li> </ul>
<b>Resource Plan</b>	A detailed explanation of the Supplier's proposed approach to resourcing to ensure performance of the Services, and the successful design, development and delivery of the TQ, which shall be in the format of the template Resource Plan issued by the Authority as part of the procurement process leading to the award of this Contract.



Product	Description
	<p>The Resource Plan shall include detail about:</p> <ul style="list-style-type: none"> <li>• all types of resources required for delivery of the Services, including a distinction between those that will be dedicated to the TQ and those that will be used for other qualifications or business areas;</li> <li>• the resources that will be internal and those that will be external;</li> <li>• the skills and experience profiles for the required resources;</li> <li>• any existing skills or knowledge gaps that may exist with resources already in place and how and when additional resources will be recruited, mobilised, trained and managed;</li> <li>• the number of resources required (including the number of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) required);</li> <li>• what the resources would be required to deliver and by when;</li> <li>• how long the relevant resources would be engaged;</li> <li>• processes, measures and strategies that will ensure proper, effective and resilient resourcing so that the TQ will at all times operate in accordance with the Service Requirements;</li> <li>• processes for keeping resource requirements under review;</li> <li>• the proposed approach to the recruitment (including the timescales for and number) of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) which have recent relevant industry experience, including the trajectory that will be required to be maintained to meet the requirements for the provision of Assessors (and (where applicable) Moderators) under this Service Requirements;</li> <li>• the proposed approach to the training (including the timescales) of Assessors (and any Moderators where permitted in accordance with the Approved Assessment Strategy) which have recent relevant industry experience, including the trajectory that will be required to be maintained to meet the requirements for the provision of Assessors (and (where applicable) Moderators) under this Service Requirements;</li> <li>• the assessment expertise, which will be used to deliver assessment design and processes set out in the Assessment Strategy; and</li> <li>• the occupationally specific subject expertise needed to devise and assess Occupational Specialist Components.</li> </ul>
<b>Submission Issues Log</b>	The log of issues raised by the Authority in respect of the Initial TQ Deliverables following a Submission and the Supplier's detailed description of how each such issue has been resolved.

Product	Description
<b>Risk Register</b>	The Supplier's register detailing any events, matters and/or circumstances which it reasonably foresees (acting in accordance with Good Industry Practice) may impact upon and/or risk the successful performance of the Services by the Supplier in accordance with this Contract (or, where the Supplier has failed to create, maintain and/or update such register, such register as would detail such events, matters and/or circumstances if the Supplier was complying with its obligations under this Contract).
<b>Issues Log</b>	The Supplier's log detailing any events, matters and/or circumstances which have occurred and which may impact (or have impacted) upon and/or risk the successful performance of the Services by the Supplier in accordance with this Contract (or, where the Supplier has failed to create, maintain and/or update such log, such log as would detail such events, matters and/or circumstances if the Supplier was complying with its obligations under this Contract).
<b>Provider Approval Criteria</b>	<p>The Supplier's criteria for the approval of Eligible Providers to deliver the TQ which shall:</p> <ul style="list-style-type: none"> <li>• ensure that the Eligible Provider's ability to deliver the TQ to the required standards and expectations is assessed and verified;</li> <li>• ensure that the expertise of the Eligible Provider to deliver the TQ to the required standards and expectations is assessed and verified;</li> <li>• ensure that resources available to the Eligible Provider to deliver the TQ in line with the required standards and expectations is assessed and verified;</li> <li>• promote accessibility of the TQ to all Eligible Providers;</li> <li>• not impose any undue and/or overburdensome administrative, financial and/or operational requirements and/or require any change in the existing administrative, financial and/or operational aspects of an Eligible Provider's business and/or operations, in either case, which could not reasonably be expected by an Eligible Provider as being strictly necessary to deliver the TQ (having regard to the administrative, financial and/or operational aspects of the business and/or operations within which Providers (operating in the same or substantially similar business and/or operations as the Eligible Provider) operate; and</li> <li>• not be inconsistent with and/or lead to a breach of the requirements of clause 7.1 (<i>Interaction with Providers</i>).</li> </ul>
<b>Assessment Guidance for Providers</b>	Assessment Guidance shall be produced <b>along with</b> the specimen assessment materials (SAMs) and will

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

## **ANNEX 1 – QUALIFICATION PURPOSE**

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

To achieve this, each level 3 TQ must:

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

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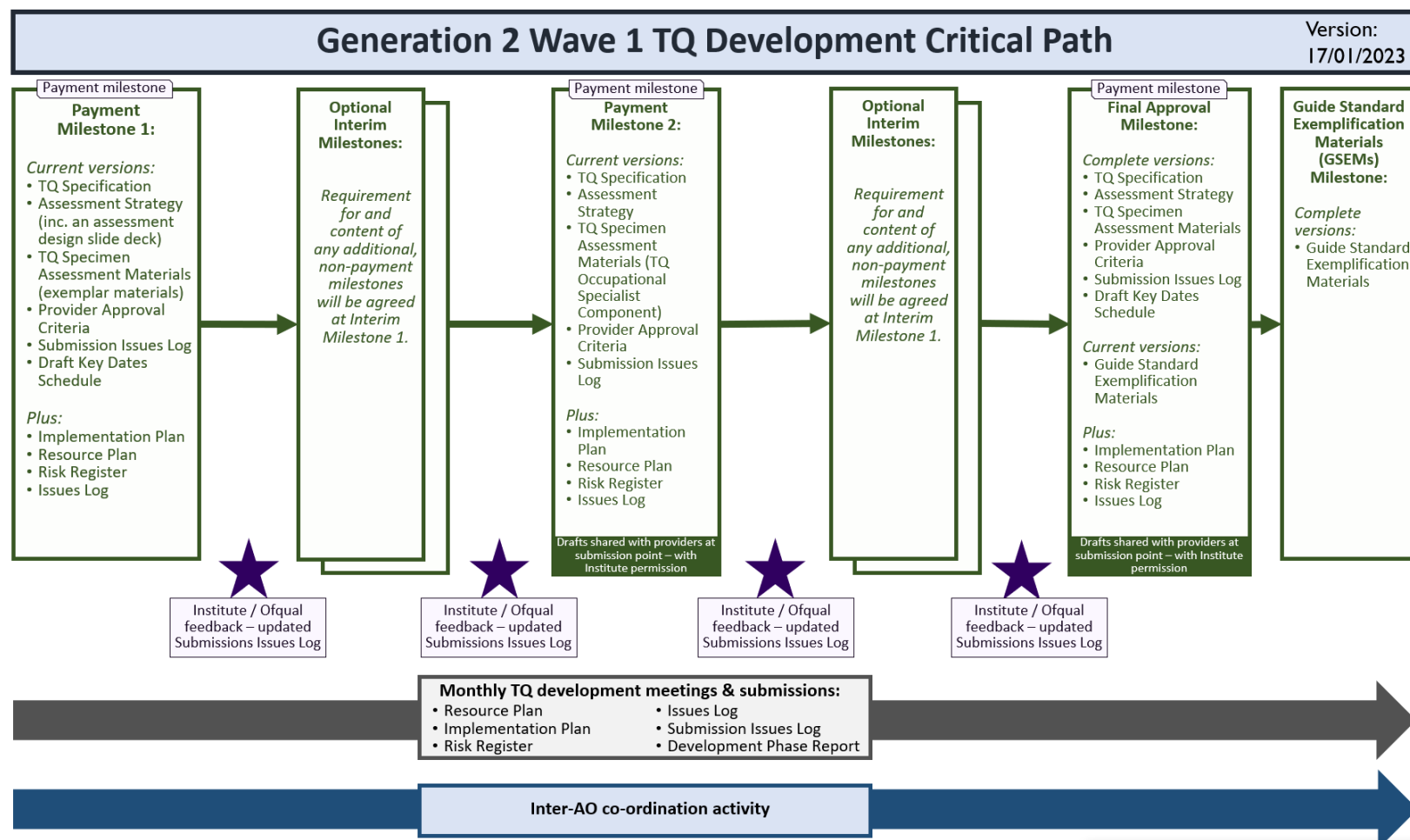
<sup>8</sup> The Authority may only grant IfATE Approval of the qualification "if satisfied that by obtaining the qualification a person demonstrates that he or she has attained as many of the outcomes set out in the standards as may reasonably be expected to be attained by undertaking a course of education"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

**ANNEX 2 – INTENTIONALLY BLANK**

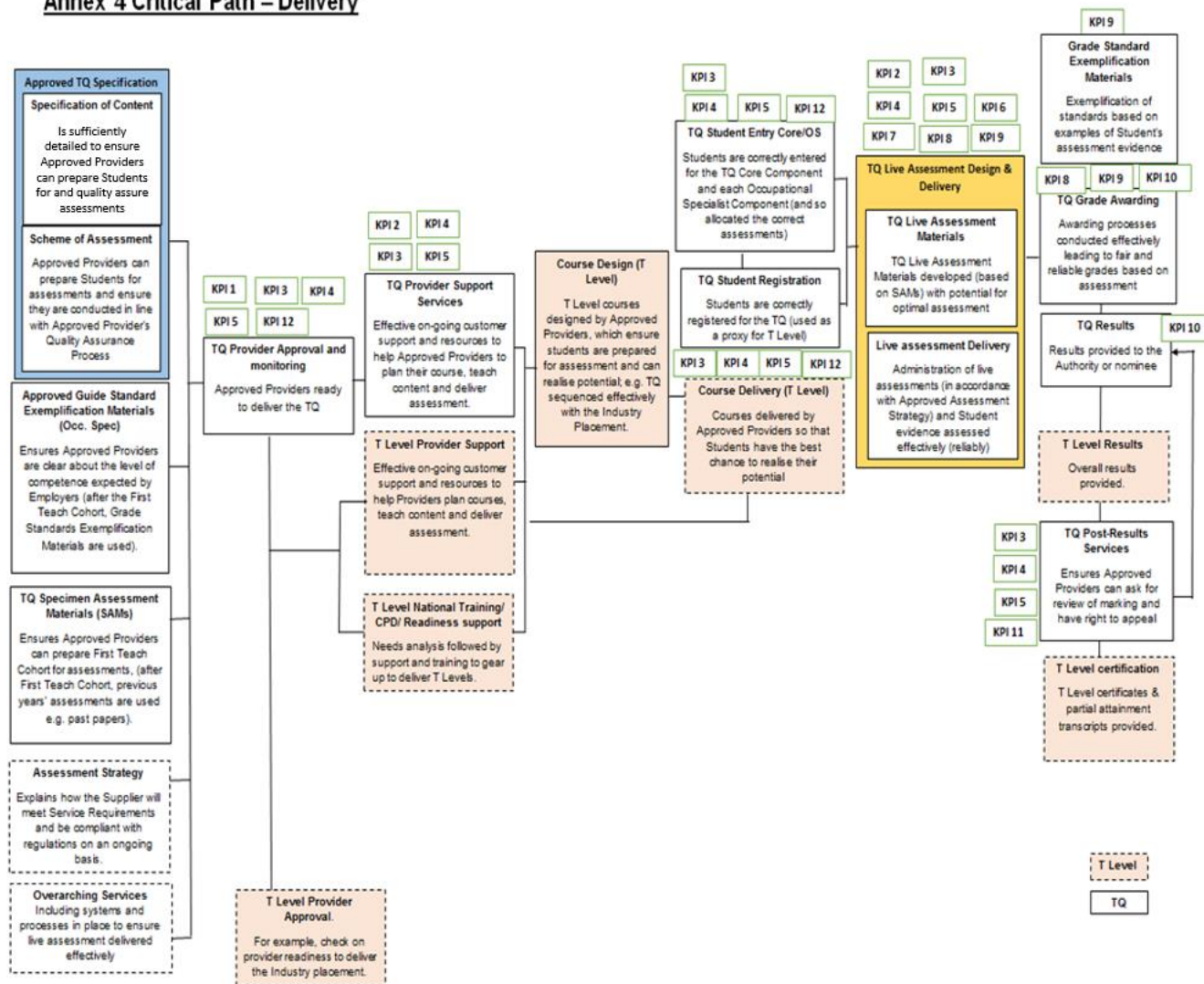
### **ANNEX 3 – FORMER SUPPLIER’S TQ SPECIFICATION**

The TQ Specification content for this Annex is contained in a separate folder - at GEN2W1\_ITT\_Attachment\_11\_TQ\_Specs

## ANNEX 4 – TQ CRITICAL PATH DIAGRAM



## Annex 4 Critical Path – Delivery





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

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

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

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

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

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

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

### **TQ Content Updating Schedule: Inclusive TQ Changes**

<b>Schedule Date</b>	<b>Activity</b>
By end November (Academic Year X <sup>10</sup> -1)	Where the Authority carries out an annual review contemplated by clause 8.4, the Authority shall (where the Authority considers that the outcome of that review gives rise to any one or more Inclusive TQ Changes that the Authority requires to be implemented in accordance with this TQ Content Updating Schedule) submit to the Supplier an annual guidance note setting out such Inclusive TQ Changes.
December to February (Academic Year X-1)	The Supplier shall reflect any Inclusive TQ Changes arising out of the relevant annual guidance note (and any additional updates the Supplier proposes should be included as part of the annual review) in the Approved Initial TQ Deliverables or the TQ Deliverables (as the case may be) and/or any other Products and/or documents associated with the TQ (as applicable).
By end February (Academic Year X-1)	The Supplier shall submit the relevant Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents (as the case may be) as amended to reflect the Inclusive TQ Changes in question to the Authority for agreement.
March (Academic Year X-1)	<p>(a) The Authority shall either:</p> <ul style="list-style-type: none"> <li>• confirm to the Supplier its agreement to the relevant amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents; or</li> <li>• notify the Supplier that the whole or part of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents are not agreed (and provide details of the comments and/or objections that the Authority has in relation to such documents).</li> </ul> <p>(b) The Supplier shall (as soon as reasonably practicable following receipt of the Authority's notice) make such amendments to the whole or relevant part (as the case may be) of the Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents as are necessary to address any comments and/or objections</p>

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

	of the Authority and resubmit such amended documents to the Authority for agreement, to which the provisions of paragraph (a) (immediately above) shall apply.
The earlier of the end of March (Academic Year X-1) and (where applicable) the date of agreement by the Authority to the relevant amended documents	The Supplier shall make available any agreed amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents to Approved Providers and facilitate the implementation by Approved Providers of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents, provided always that where part of any such amended document is subject to further amendment (as required by the Authority pursuant to paragraph (a) above), the Supplier shall not (unless otherwise agreed with the Authority) make any part of that relevant Approved Initial TQ Deliverable, TQ Deliverable, Product or document available to Approved Providers until the Supplier has made such amendments as are necessary to address the comments and/or objections of the Authority referred to in paragraph (a) above and the Authority has either confirmed its agreement to the resubmitted document or notified the Supplier that such document (containing only those amendments that have been agreed by the Authority) may be made available to Approved Providers.
September (Academic Year X)	Any agreed amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents shall be implemented by Approved Providers for the new Cohort of Students.

#### **TQ Content Updating Schedule: Exclusive TQ Changes**

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

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

By End September (Academic Year X-1)	The Supplier shall submit the relevant Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents (as the case may be) as amended to reflect the Exclusive TQ Changes in question to the Authority for IfATE Approval.
October to November (Academic Year X-1)	<p>(a) The Authority shall either:</p> <ul style="list-style-type: none"> <li>confirm to the Supplier that the relevant amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents meet the requirements for IfATE Approval; or</li> <li>notify the Supplier that the whole or part of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents do not meet the requirements for IfATE Approval (and provide details of the comments and/or objections that the Authority has in relation to such documents).</li> </ul> <p>(b) The Supplier shall (as soon as reasonably practicable following receipt of the Authority's notice) make such amendments to the whole or relevant part (as the case may be) of the Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents as are necessary to address any comments and/or objections of the Authority and resubmit such amended documents to the Authority for IfATE Approval, to which the provisions of paragraph (a) (immediately above) shall apply.</p>
The earlier of the beginning of December (Academic Year X-1) and (where applicable) the date of IfATE Approval being achieved in relation to the relevant amended documents	The Supplier shall make available any amended Approved Initial TQ Deliverables or TQ Deliverables and (where applicable) any Products and/or documents that have achieved IfATE Approval to Approved Providers and facilitate the implementation by Approved Providers of such amended Approved Initial TQ Deliverables, TQ Deliverables, Products and/or documents, provided always that where part of any such amended document is subject to further amendment (as required by the Authority pursuant to paragraph (a) above), the Supplier shall not (unless otherwise agreed with the Authority) make any part of that relevant Approved Initial TQ Deliverable, TQ Deliverable, Product or document available to Approved Providers until the Supplier has made such amendments as are necessary to address the comments and/or objections of the Authority referred to in paragraph (a) above and the Authority has either confirmed that such amended resubmitted document has achieved IfATE Approval or notified the Supplier that such document (containing only those amendments on which the Authority would be prepared to award IfATE Approval) may be made available to Approved Providers.

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

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

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

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

<b>Milestone</b>	<b>Submission Date</b>	<b>Submission</b>
Interim Milestone 1	14 October 2024 (indicative)	<p><b>TQ Specification.</b> A draft version of the complete TQ Specification, which takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting, and which includes:</p> <ul style="list-style-type: none"><li>(a) a complete Specification of Content for all Components which fully covers the Former Supplier's TQ Specification and, if relevant, the Outline Content and any proposed changes to the Former Supplier's Specification of Content;</li><li>(b) the proposed Guided Learning hours for each Component;</li><li>(c) a draft of the Scheme of Assessment which:<ul style="list-style-type: none"><li>(i) specifies the assessment objectives for each part of the TQ Core Component;</li></ul></li></ul>

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



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

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

Milestone	Submission Date	Submission
		<p><b>Employer and Provider Engagement Strategy.</b> A complete version of the Employer and Provider Engagement Strategy, which meets (so far as is reasonably practicable having regard to the timing of Interim Milestone 1) all of the requirements of the Product Description for the Employer and Provider Engagement Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier in respect of the Supplier's Response and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p>
Interim Milestone 2	2 December 2024 (indicative)	<p><b>TQ Specification.</b> a complete version of the TQ Specification, which meets all of the requirements of the Product Description for the TQ Specification and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p><b>TQ Specimen Assessment Materials and accompanying Assessment Guidance for Providers.</b> A complete version of the TQ Occupational Specialist Component and each part of the TQ Core Component, and accompanying Assessment Guidance for Providers which meet all of the requirements of the Product Descriptions and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p><b>Assessment Strategy.</b> A complete version of the Assessment Strategy, which meets all of the requirements of the Product Description for the Assessment Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p>

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

Milestone	Submission Date	Submission
		<p>requirements of the Product Description for the Submission Issues Log, and which explains how each issue raised by the Authority to date has been dealt with in this Submission.</p> <p><b>Employer and Provider Engagement Strategy.</b> A complete version of the Employer and Provider Engagement Strategy, which meets all of the requirements of the Product Description for the Employer and Provider Engagement Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at Interim Milestone 1 and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p>
<b>Final Approval Milestone</b>	14 February 2025 (indicative)	<p><b>TQ Specification.</b> A complete version of the TQ Specification, which meets all of the requirements of the Product Description for the TQ Specification and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p><b>TQ Specimen Assessment Materials and accompanying Assessment Guidance for Providers.</b> A complete version of the TQ Specimen Assessment Materials, and accompanying Assessment Guidance for Providers which meet all of the requirements of the Product Descriptions and which also take into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in connection with the submission of such Product at any previous TQ Development Meeting.</p> <p><b>Assessment Strategy.</b> A complete version of the Assessment Strategy, which meets all of the requirements of the Product Description for the Assessment Strategy and which also takes into account any comments, objections, recommendations and/or requirements notified by the Authority to the Supplier at any previous Interim Milestone and/or arising out of or in</p>

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

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

## **ANNEX 8 – ELIGIBLE PROVIDERS**

### **Part 1 – Eligible Providers 2025 Cohort**

The Eligible Providers for the Academic Year commencing 2025 are published on the Gov.uk website here:

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

### **Part 2 – Eligible Providers Subsequent Cohorts**

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



## **ANNEX 9 – MANAGEMENT INFORMATION**

<b>Information/ report</b>	<b>Description</b>
Development Phase Report	<p>In the period prior to IfATE Approval, the Supplier shall prepare and provide a dashboard report (in such form as the Authority may specify from time to time) summarising:</p> <ul style="list-style-type: none"> <li>• the Supplier’s progress against and compliance (to date) with the Implementation and Delivery Plan (including progress against any milestones (including any Milestones)) and the Resource Plan;</li> <li>• how the Supplier is managing any risks and issues identified in the updated Risk Register and/or Issues Log, including the Supplier’s progress against any steps required by the Authority to be carried out by the Supplier in accordance with paragraph 11.1.2 of Part 1 of this Service Requirements;</li> <li>• how Employers (and other end users, including higher education providers) have been consulted in relation to the design of the TQ; and</li> <li>• such other information as the Authority may reasonably require from time to time.</li> </ul>
Operational Delivery Report	<p><b>Monthly Performance Report</b></p> <p>The Supplier shall prepare and provide a dashboard report (in such form as the Authority may specify from time to time) summarising:</p> <ul style="list-style-type: none"> <li>• the Supplier’s progress against and compliance (to date) with the Implementation and Delivery Plan, the Resource Plan and the Key Dates Schedule for the relevant Academic Year;</li> <li>• how the Supplier is managing any risks and issues identified in the updated Risk Register and/or Issues Log, including the Supplier’s progress against any steps required by the Authority to be carried out by the Supplier in accordance with paragraph 11.1.2 of Part 1 of this Service Requirements;</li> <li>• for each KPI in respect of which the Performance Monitoring Period ends in that Contract Month: <ul style="list-style-type: none"> <li>○ the actual performance achieved by the Supplier for that KPI during that Performance Monitoring Period; and</li> <li>○ details of any Service Failure that occurred in respect of that KPI, together with the proposed KPI Improvement Plan;</li> </ul> </li> </ul>

Information/ report	Description
	<ul style="list-style-type: none"> <li>• details of the Supplier's progress against each KPI Improvement Plan that the Supplier is (or should be, if it was complying with its obligations under this Contract) carrying out and/or completing during the relevant Contract Month;</li> <li>• the Supplier's progress in carrying out any Designated Action notified by the Authority pursuant to clause 14.2 (<i>What may happen if there are issues with your provision of the Services</i>);</li> <li>• without prejudice to clause 14.1 (<i>What may happen if there are issues with your provision of the Services</i>), any Critical Service Failures occurring in the relevant Contract Month;</li> <li>• any areas of the Services (and/or the performance of the Services) where the Supplier reasonably considers that there could be innovations and/or improvements in the delivery and/or performance of the Services, including key risks and potential benefits;</li> <li>• progress in implementing, and the actual impact of, any innovations and/or improvements previously notified by the Supplier;</li> <li>• evidence demonstrating that the Supplier is achieving the overarching outcomes for each element of the Services, as set out in the first column of the Service Definitions Table;</li> <li>• the monitoring undertaken by the Supplier in accordance with paragraph 3.1.2 of Part 1 of this Service Requirements in the relevant Contract Month to include reporting on Provider usage of training, resources and other support materials made available by the Supplier;</li> <li>• any events, matters and/or circumstances referred to in paragraph 3.2 of Part 1 of this Service Requirements occurring in the relevant Contract Month, together with the progress (during the relevant Contract Month) of the Eligible Provider or Approved Provider (as the case may be) and the Supplier in taking the steps and/or actions referred to in paragraphs 3.3 and 3.4 of Part 1 of this Service Requirements; and</li> <li>• such other information as the Authority may reasonably require from time to time having regard to, amongst other things, the period in the Academic Year within which the relevant Contract Month falls.</li> </ul> <p>In relation to the assessment of the Supplier's performance against each KPI, the Supplier shall submit all such evidence as is referred to in the fifth column of the Table set out in Annex 1 to Schedule 15 (<i>Monitoring of Performance</i>), other than where such evidence is stated to be obtained via a survey. Notwithstanding the evidence that the Supplier is required to provide (referred to in the fifth column of the Table set out in Annex 1 to Schedule 15 (<i>Monitoring of Performance</i>)) to enable</p>

Information/ report	Description
	<p>the assessment of the Supplier's performance against each KPI, the Supplier shall also include within this Monthly Performance Report the following data and information (broken down by KPI):</p> <ul style="list-style-type: none"> <li>• KPI 1 (Provider approval and monitoring): <ul style="list-style-type: none"> <li>○ the number of Eligible Providers applying to become Approved Providers, broken down into those Eligible Providers that are seeking a full approval and those Eligible Providers that are seeking to extend an existing approval;</li> <li>○ the number and details of Eligible Providers that have submitted an application to become an Approved Provider and who have (i) not become an Approved Provider and (ii) become an Approved Provider;</li> <li>○ the number and details of Eligible Providers that are awaiting a decision on their application to become an Approved Provider;</li> <li>○ the number and details of Eligible Providers in respect of which a decision has been made within 30 Working Days of receipt by the Supplier of the relevant application; and</li> <li>○ details of the actual monitoring of Approved Providers undertaken by the Supplier in the relevant Contract Month.</li> </ul> </li> <li>• KPI 2 (Approved Provider preparedness).<sup>12</sup></li> <li>• KPI 3 (Queries from Eligible Providers and Approved Providers): <ul style="list-style-type: none"> <li>○ the number of letters and other forms of electronic correspondence received (broken down by letter and each other form of electronic correspondence) and number of telephone calls received, in each case, in the relevant Contract Month;</li> <li>○ a summary of key topics or queries being asked;</li> <li>○ details of the percentage of such queries being resolved within the Target Service Level (broken down by letter (and each other form of electronic correspondence) and telephone calls); and</li> <li>○ details of any repeat queries (including where any such queries have been raised and/or resolved in any previous Contract Month).</li> </ul> </li> <li>• KPI 4 (Complaints): <ul style="list-style-type: none"> <li>○ the number of complaints received in the relevant Contract Month;</li> <li>○ a summary of the nature of each such complaint;</li> <li>○ details of the percentage of such complaints being resolved within the applicable Target Service Level;</li> </ul> </li> </ul>

<sup>12</sup> To be measured by a survey undertaken or commissioned by the Authority.

Information/ report	Description
	<ul style="list-style-type: none"> <li>○ details of why any complaints that have not been resolved within the applicable Target Service Level have not been so resolved; and</li> <li>○ details of any repeat complaints or further complaints linked to a previous complaint (including where any such complaints have been made and/or resolved in any previous Contract Month).</li> <li>• KPI 5 (Provider satisfaction).<sup>13</sup></li> <li>• KPI 6 (Numbers of appropriately qualified and trained Assessors (and (where applicable) Moderators)): <ul style="list-style-type: none"> <li>○ details of the actual number of Assessors (and (where applicable) Moderators) that have been recruited, trained and retained in the relevant Contract Month; and</li> <li>○ details of the number of Assessors (and (where applicable) Moderators) contemplated by the relevant Contract Month (or in line with the trajectory (as the case may be)) as set out in the then current Implementation and Delivery Plan and/or Resource Plan. The Authority may require the Supplier to provide this data more frequently than monthly during the key assessment delivery period.</li> </ul> </li> <li>• KPI 7 (Quality of TQ Live Assessment Materials): <ul style="list-style-type: none"> <li>○ a summary of activities completed in the relevant Contract Month relating to the development of the TQ Live Assessment Materials, as contemplated in the Assessment Strategy and/or the Implementation Plan;</li> <li>○ a summary of the actual quality assurance activity undertaken by the Supplier in the relevant Contract Month;</li> <li>○ a summary of the quality assurance activity (if any) that is contemplated in the Assessment Strategy as being undertaken by the Supplier in or during (as the case may be) the relevant Contract Month; and</li> <li>○ details of any errors reported in the TQ Live Assessment Materials in the relevant Contract Month.</li> </ul> </li> <li>• KPI 8 (Student assessment evidence assessed and processed): <ul style="list-style-type: none"> <li>○ a summary of the actual quality assurance activity undertaken by the Supplier to verify the quality of the processing of Student assessment evidence for awarding in the relevant Contract Month, together with evidence that such</li> </ul> </li> </ul>

<sup>13</sup> To be measured by a survey undertaken or commissioned by the Authority.

Information/ report	Description
	<p>processing has been undertaken accurately and consistently;</p> <ul style="list-style-type: none"> <li>○ a summary of the quality assurance activity (if any) that is contemplated in the Assessment Strategy as being undertaken by the Supplier to verify the quality of the processing of Student assessment evidence for awarding in or during (as the case may be) the relevant Contract Month;</li> <li>○ details of the cumulative volume and percentages of Student assessment evidence processed (broken down to the TQ Core Component and each Occupational Specialist Component) by the end of the relevant Contract Month, as against the planned trajectory and dates in the Implementation and Delivery Plan applicable to that Contract Month; and</li> <li>○ details of any errors, inaccuracies and/or inconsistencies identified in any processed Student assessment evidence in the relevant Contract Month.</li> </ul> <ul style="list-style-type: none"> <li>• KPI 9 (Validation of Grade Standard Exemplification Materials):<sup>14</sup> For each Occupational Specialism: <ul style="list-style-type: none"> <li>○ a summary of the employer validation activity undertaken to validate Grade Standard Exemplification Materials</li> <li>○ the number of employers who have been involved in the validation process; including details as to whether they have been involved in the panel prior to each validation exercise</li> <li>○ evidence of validation from at least 5 different Employers relevant to the Occupational Specialism that validate the Grade Standard Exemplification Materials.</li> <li>○ evidence of validation from at least 5 different Employers relevant to the Occupational Specialism that the Grade Standard Exemplification Materials are comparable to the Approved Guide Standard Exemplification Materials.</li> </ul> </li> <li>• KPI 10 (Student assessment results submitted by relevant date): <ul style="list-style-type: none"> <li>○ details of the cumulative volume and percentages of Student results submitted by the Supplier to the Authority (or the Authority's nominee (as applicable)) by the end of the relevant Contract Month; and</li> </ul> </li> </ul>

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

Information/ report	Description
	<ul style="list-style-type: none"> <li>○ details of the cumulative volume and percentages of Student results envisaged in the Implementation and Delivery Plan to be submitted by the Supplier to the Authority (or the Authority's nominee (as the case may be)) by the end of the relevant Contract Month.</li> <li>• KPI 11 (Post-Results Services): <ul style="list-style-type: none"> <li>○ the total volume of Post-Results Services (broken down by service) and percentage of each Post-Results Service (as against total Post-Results Services) undertaken by the Supplier in the relevant Contract Month;</li> <li>○ detail of the timing of delivery of Post-Results Services against the applicable timeframes in Annex 10 (<i>Additional Services</i>) of this Service Requirements as contemplated by the Supplier's Response; and</li> <li>○ detail of the proportion of remarks and Appeals which have resulted in grade increases or decreases (and summary of key reasons for any changes made).</li> </ul> </li> <li>• KPI 12 (Submission of information): <ul style="list-style-type: none"> <li>○ details of the Management Information, required or requested Products including Key Materials and/ or Ancillary Materials submitted in respect of the relevant Contract Month;</li> <li>○ details of the Management Information, required or requested Products including Key Materials and/ or Ancillary Materials anticipated to be submitted in respect of the relevant Contract Month; and</li> <li>○ details of any errors, inaccuracies and/or inconsistencies identified in any Management Information, required or requested Products including Key Materials and/ or Ancillary Materials submitted in respect of the relevant Contract Month (and/or any previous Contract Month).</li> </ul> </li> </ul> <p><b>Ongoing Development Services Report</b></p> <p>A dashboard report (in such form as the Authority may specify from time to time) summarising:</p> <ul style="list-style-type: none"> <li>• the Supplier's progress against and compliance (to date) with the TQ Content Updating Schedule (including progress against any milestones);</li> <li>• any proposed amendments and/or updates made to any Product during the relevant Contract Month pursuant to paragraphs 2.5 and/or 2.6 of Part 1 of this Service Requirements; and</li> </ul>

Information/ report	Description
	<ul style="list-style-type: none"> <li>• such other information as the Authority may reasonably require from time to time.</li> </ul> <p><b>Annual Services Report</b></p> <p>By the end of August each year, a high level overview of the Supplier's assessment of its performance during that Academic Year, summarising:</p> <ul style="list-style-type: none"> <li>• the key successes and areas for improvement in the delivery of the Services and/or the TQ;</li> <li>• in respect of the assessment cycles in that Academic Year, what important lessons were learned and how these will be addressed in following assessment cycles;</li> <li>• the key issues for the next following Academic Year;</li> <li>• how Employers have been consulted in relation to (and been involved in the design and delivery of) TQ assessment;</li> <li>• performance against the Social Value commitments under paragraph 13.1 (<i>Social Value Commitments</i>); and</li> <li>• (where appropriate), the preparations for handover at the end of the Term.</li> </ul> <p>The Supplier shall also provide an updated Exit Plan in accordance with paragraph 2 of Schedule 12 (<i>Exit Management</i>).</p> <p><b>Annual Penetration Testing Report</b></p> <p>By the end of August each year, a summary of:</p> <ul style="list-style-type: none"> <li>• the Supplier's findings of independent penetration testing undertaken to test the security of any IT systems and hosting environments that are used to handle, store or process IfATE Data; and</li> <li>• details of any necessary remedial works required as a result of such penetration testing.</li> </ul>
Student registrations and Student entries (as referred to in paragraph 5 of Part 1 of this Service Requirements)	<p>In relation to the Supplier's obligations in paragraph 5.4 of Part 1 of this Service Requirements, the Supplier shall report the following information and data (in a spreadsheet but in such form as the Authority may specify from time to time):</p> <ul style="list-style-type: none"> <li>• the number of Students registered for the TQ by Approved Provider (including late registrations and/or registration amendments and very late registrations and/or registration amendments (each as referred to in Annex 10 to this Service Requirements)):</li> </ul>

Information/ report	Description
	<ul style="list-style-type: none"> <li>○ in the current Academic Year; and</li> <li>○ in aggregate (including for the current Academic Year) during the Term to date;</li> <li>• the number of Student entries by Approved Provider (including late entries and/or entry amendments and very late entries and/or entry amendments (each as referred to in Annex 10 to this Service Requirement)) in the relevant Academic Year for: <ul style="list-style-type: none"> <li>○ the TQ Core Component; and</li> <li>○ each Occupational Specialist Component,</li> </ul> <p>together with the number of such entries in aggregate (including for the current Academic Year) for each of the TQ Core Component and each Occupational Specialist Component for all Academic Years during the Term to date;</p> </li> <li>• the number of withdrawn entries in the relevant Academic Year (by Approved Provider) for: <ul style="list-style-type: none"> <li>○ the TQ Core Component; and</li> <li>○ each Occupational Specialist Component,</li> </ul> <p>together with the number of such withdrawals in aggregate (including for the current Academic Year) for each of the TQ Core Component and each Occupational Specialist Component for all Academic Years during the Term to date; and</p> </li> <li>• such other information as the Authority may reasonably require from time to time.</li> </ul>
TQ results (as referred to in paragraph 8 of Part 1 of this Service Requirements)	<p>In relation to the Supplier's obligations in paragraph 8.2 of Part 1 of this Service Requirements, the Supplier shall report the following information and data (in such form as the Authority may specify from time to time) to the Authority (or the Authority's nominee (as applicable)):</p> <ul style="list-style-type: none"> <li>• results for each Student for the TQ Core Component and each Occupational Specialist Component that such Student has undertaken including: <ul style="list-style-type: none"> <li>○ Unique Learner Number;</li> <li>○ name of Approved Provider;</li> <li>○ Supplier name;</li> <li>○ details of the TQ achieved;</li> <li>○ the grade awarded for each Component;</li> <li>○ date of achievement;</li> </ul> </li> <li>• the outcome of any Appeals, Clerical Check, Expedited Review of Marking, Review of Marking, and/or Review of Moderation (each as referred to in Annex 10 (<i>Additional Services</i>) to this Service Requirements)), including</li> </ul>



Information/ report	Description
	<p>details of the nature of the Appeal and a summary of the grounds for the Appeal; and</p> <ul style="list-style-type: none"> <li>• such other information as the Authority may reasonably require from time to time,</li> </ul> <p>to enable, amongst other things, the aggregation for T Level certification and inclusion in any Provider performance tables.</p>
Additional Services	<p>Data and information on the volume and nature of Additional Services being delivered to Approved Providers in the relevant Contract Month, in aggregate for the Academic Year to date and in aggregate (including for the current Academic Year) for all Academic Years during the Term to date (in spreadsheet format and in such form as the Authority may specify from time to time).</p>
Adjustments to Fees	<p>In advance of its publication and availability to Approved Providers and in accordance with clause 4.13 (<i>Pricing and payments</i>), proposed adjustments to the Fees for the following Academic Year.</p> <p>In accordance with clause 4.13 (<i>Pricing and payments</i>), proposed adjustments to the Rate Card for the following Academic Year.</p> <p>The information for each of the proposed adjustments to the Fees and the proposed adjustments to the Rate Card will be submitted separately in a spreadsheet format (in such form as the Authority may specify from time to time) and will include any proposed annual percentage change in each proposed Fee and each proposed rate in the Rate Card, as such proposed change shall be calculated in accordance with clauses 4.12 and 4.13 (<i>Pricing and payments</i>).</p>

## **ANNEX 10 – ADDITIONAL SERVICES**

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

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

Additional Service	Additional Service Requirements
	<p>an Approved Provider requests that a Student wishes to retake all or any of the assessments for:</p> <ul style="list-style-type: none"> <li>• the TQ Core Component - External Examination;</li> <li>• the TQ Core Component - Employer Set Project; and/or</li> <li>• an Occupational Specialist Component,</li> </ul> <p>the Supplier shall carry out and complete its obligations in paragraphs 6.1.3 (<i>TQ live assessment and delivery</i>), 7 (<i>TQ grade awarding</i>), 8 (<i>TQ Results</i>) and 9 (<i>TQ Post Results Services</i>) (save to the extent that compliance with such obligations in that paragraph 9 (<i>TQ Post Results Services</i>) would otherwise require the performance of a further Additional Service and in respect of which the provisions applicable to that further Additional Service shall apply) in each case of Part 1 of this Service Requirements in respect of such Student.</p>
<b>Review of Marking</b>	<p>The Supplier shall within 25 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Student's assessment evidence alongside the TQ Live Assessment Materials applicable to such assessment evidence to ensure that the marking scheme has been complied with in full in relation to the marking of that Student's assessment evidence, provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such review, the grade(s) awarded to such Student is not changed.</p>
<b>Review of Moderation</b>	<p>The Supplier shall within 25 Working Days following receipt of a request from an Approved Provider, undertake a detailed review of the relevant Cohort's assessment evidence alongside the assessment criteria within the Scheme of Assessment to ensure that the assessment criteria has been complied with in full in relation to the marking of that Cohort's assessment evidence, provided always that this Additional Service shall only be deemed to be an Additional Service in respect of which a Fee shall be payable by the Approved Provider if, following the carrying out and completion of such Review of Moderation, the grade(s) awarded to any Student is not changed.</p>
<b>Very late entry or entry amendment</b>	<p>Where, following the very late entry deadline for the TQ Core Component and/or relevant Occupational Specialist Component specified in the Key Dates Schedule for the relevant Academic Year until the date on which entries or amendments to entries finally closes for the TQ Core Component and/or relevant Occupational Specialist Component as specified in the Key Dates Schedule for the relevant Academic Year, an Approved Provider requires a new Student to be entered for the TQ Core Component and/or relevant Occupational Specialist Component and/or an existing entry for a Student to be amended, the Supplier shall (where reasonably practicable having regard to the nature of the assessment) following receipt of a request from an Approved</p>

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

**ANNEX 11 –**

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

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

	Set Project, in consultation with Employers and accompanied by an explanatory commentary.			September, for re-publication by the end of October.
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\* Where no students have sat an ESP, or no students have achieved a pass at grades A or E, on agreement with the Authority the Supplier may defer production of the Employer Set Project Grade Exemplar Responses to the next Academic Year.



**Schedule 2 Annex 3**

TQ Spec

S2\_A3\_GEN2W1\_DPDD\_TQ\_Spec

# T LEVEL

*Technical Qualification in  
Digital Production, Design  
and Development*

## Specification

First teaching from September 2020

Version 1.3 April 2023

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# **T Level Technical Qualification in Digital Production, Design and Development**

## **Specification**

First teaching September 2020

Version 1.3 April 2023



# Welcome to career-ready education

T Levels are new two-year, Level 3 study programmes that will follow the study of GCSEs and Technical Awards at Key Stage 4 and offer an attractive alternative to A Levels and Apprenticeships. T Levels will combine classroom theory, practical learning and a minimum 315 hours of industry placement with an employer to make sure students have real experience of the workplace.

The Technical Qualification (TQ) is the main classroom-based element of the T Level and will see students learning from a curriculum that has been shaped by industry experts. During the two-year programme, students will learn the core knowledge that underpins each industry and they will also develop occupationally specific skills that will allow them to enter skilled employment within a specific occupation.

The T Level programmes have been developed in collaboration with employers and businesses so the content will meet the needs of industry and prepare students for work. They provide the knowledge and experience needed to open the door to highly skilled employment, an Apprenticeship or higher level study, including university.

## Technical Qualification and collaboration

The Outline Content for the *T Level Technical Qualification in Digital Production, Design and Development* has been produced by T Level panels of employers, professional bodies and Providers, based on the same standards as those used for Apprenticeships. Employers involved in designing the Outline Content include Fujitsu, Accenture, Lloyds Banking Group, Geo Strategies, CGI, Accordio, Strategic Discourse Ltd. and ODAG Consultants.

Pearson has used the Outline Content to form the basis of the Technical Qualification specification. This includes:

- elaboration of the Outline Content to provide a specification that gives Providers an accurate interpretation of what is required to be taught and assessed
- enabling students to achieve threshold competence in relation to each Occupational Specialist Component
- the integration of English, maths and digital content.

Students who complete a *T Level Technical Qualification in Digital Production, Design and Development* will be able to choose between moving into a skilled occupation or further study; for example, a higher or degree level Apprenticeship, or higher-level technical study, including higher education. Therefore it was essential we developed the qualification in close collaboration with experts from professional bodies, businesses and universities, and with the Providers who will be delivering the qualification.

Our engagement with experts during the development of the qualification ensures the content will meet your needs and give students quality preparation to help them progress. We are grateful to all university and further-education lecturers, teachers, employers, professional body representatives and other individuals who have generously shared their time and expertise to help us develop these new qualifications.

Employers, professional bodies and higher-education providers who have worked with us include:

- ARM
- BBC
- BT
- Cisco
- CompTIA
- Nationwide
- Siemens.

<b>Summary of changes (Version 1.3 for students starting T Levels from Sept 2023)</b>	
<i>Transferring between T Levels</i> has been deleted	Page 7
Content area 2: Introduction to programming 2.1 Program data, 2.1.4 has been updated	Page 14
Content area 4: Legislation and regulatory requirements 4.1 Legislation, 4.1.2 has been updated	Page 19
Content area 8: Security 8.2 Threat mitigation, 8.2.3 has been updated	Page 34
Task 3, references to 'data flow diagrams' have been removed	Page 37
Task 4a, Code organisation has been updated	Page 38
6 Implement a solution using at least two appropriate languages 6.1 has been updated	Page 60
<i>Calculation of T Level grade</i> Text has been amended and table removed	Page 73
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<i>Student assessment entry</i> has been updated. Remaining text has been amended	Page 77
<i>Resit arrangements</i> have been expanded and updated	Page 77
<i>Teaching, learning and assessment materials</i> Two bullet points have been added to 3. Assess	Page 88
Python commands, <code>strptime()</code> has been added to Working with times and dates	Page 103

<b>Summary of changes to Version 1.2</b>	
Content area 2 Introductory statements changed to provide more support for teaching and learning	Page 14
Addition of threshold competence definition	Page 6
Change of resources for the delivery of the Core Component content to remove Tkinter, wxPython, NumPy and TensorFlow	Page 40
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# 1. Qualification summary and key information

T Level Technical Qualification in Digital Production, Design and Development							
Total Guided Learning Hours (GLH)		1200 GLH					
Total Qualification Time (TQT)		1640 TQT					
First registration:	September 2020	Recommended age range:				16–19	
Core Component:	600 GLH 810 TQT	Grade:	A*–E and Unclassified				
Assessment component	Assessment method	Duration	Marks	Weighting	Timetable	Availability	Marking approach
Core Paper 1: Digital Analysis, Legislation and Emerging Issues	Written examination paper	2.5 hours	100	33.33%	Set date and time	May/June November	Externally marked
Core Paper 2: The Business Environment	Written examination paper	2.5 hours	100	33.33%	Set date and time	May/June November	Externally marked
Employer Set Project	Externally set project	14.5 hours	100	33.33%	Window	May/June November	Externally marked
Occupational Specialist Component:	600 GLH 830 TQT	Grade:	P, M, D and Unclassified				
Digital Production, Design and Development	Externally set project	67 hours	145	100%	Task-specific: window/set date and time	February/May	Externally marked

If a student completes the assessments but is not successful in reaching the minimum threshold for the Core and Occupational specialism component, they will be issued with a U grade.

T Level Technical Qualification in Digital Production, Design and Development			
<b>Qualification Number (QN)</b>	603/5832/4		
<b>First Registration Date</b>	September 2020		
<b>Approved Age Range</b>	16–19		
<b>Total Guided Learning Hours (GLH)</b>	1200 GLH*		
<b>Total Qualification Time (TQT)</b>	1640 TQT*		
<b>Assessment</b>	All assessments are externally set and marked by Pearson		
<b>Grading Overview</b>	<b>Core</b>	<b>Occupational specialism</b>	<b>Overall</b>
	All grades for this component will be on a scale of A*–E and Unclassified	All grades for this component will be on a scale of Pass, Merit, Distinction and Unclassified	The overall grade will be on a scale of Unclassified, Pass, Merit, Distinction, Distinction* #

\* See Section 2 below for further information about GLH and TQT.

# Pearson will not award the overall grade for the Technical Qualification. The overall grade will be awarded by the Institute for Apprenticeships and Technical Education (IfATE). See *Section 6 Technical Qualification grading, T Level grading and results reporting* for further information. If a student completes the assessments but is not successful in reaching the minimum threshold for the core and/or occupational specialism component, they will be issued with a U grade.

## 2. Introduction to the T Level Technical Qualification in Digital Production, Design and Development

This specification contains all the information you need to deliver the *T Level Technical Qualification in Digital Production, Design and Development*.

This qualification forms the substantive part of the *T Level in Digital Production, Design and Development*, which includes other elements that are required to be successfully completed in order for students to be awarded the T Level from the Institute for Apprenticeships and Technical Education (IfATE).

The *T Level in Digital Production, Design and Development* will include:

- a 315-hour industry placement that is related to the digital sector.

T Level in Digital Production, Design and Development		
Technical Qualification, 1200 GLH		
Externally set, covering all core content	<b>Core Examinations</b> Knowledge, skills and understanding that go across the specification	A*–E
	<b>Employer Set Project</b> English, maths and digital skills for the route	
Externally assessed synoptic assessment	<b>Occupational specialism</b> Digital production, design and development	P, M, D, U
Industry placement (minimum 315 hours)		Additional qualifications required by industry

## Qualification structure

The *T Level Technical Qualification in Digital Production, Design and Development* has two mandatory components:

### 1. Core Component

This component covers the underpinning knowledge, concepts and skills that support threshold competence in the digital industry. It has 600 GLH and is assessed by two externally set Core examinations and an Employer Set Project.

The content and details of each of these assessments is provided in *Section 4 Core Component*.

### 2. Occupational Specialist Component

There is a single Occupational Specialist Component in this Technical Qualification, which is 600 GLH. Therefore, students undertaking the *T Level Technical Qualification in Digital Production, Design and Development* will choose this specialism.

This component covers the occupational specialist knowledge and skills required to demonstrate threshold competence for the specialism and it will be assessed by a skills-related project that synoptically assesses the Performance Outcome skills and associated underpinning knowledge.

The content and details of the assessment for the Occupational Specialist Component is provided in Section 5.

## Total Qualification Time (TQT) and Guided Learning Hours (GLH)

For all regulated qualifications, we specify a total number of hours that students are expected to undertake in order to complete and show achievement for the qualification – this is the Total Qualification Time (TQT). The TQT value indicates the size of a qualification.

Within the TQT, we identify the number of Guided Learning Hours (GLH) that a centre delivering the qualification needs to provide. Guided learning means activities that directly or immediately involve tutors and assessors in teaching, supervising and invigilating students, for example lectures, tutorials, online instruction and supervised study.

As well as guided learning, there may be other required learning that is directed by tutors or assessors. This includes, for example, private study, preparation for assessment and undertaking assessment when not under supervision, such as preparatory reading, revision and independent research. TQT and GLH are assigned after consultation with users of the qualifications.

The TQT and GLH for this qualification and the two components are shown below:

**TQT:**

- The *T Level Technical Qualification in Digital Production, Design and Development* has a TQT value of 1640.
- The Core Component has a TQT value of 810.
- The Occupational Specialist Component has a TQT value of 830.

**GLH:**

- The *T Level Technical Qualification in Digital Production, Design and Development* has a GLH value of 1200.
- The Core Component has a GLH value of 600.
- The Occupational Specialist Component has a GLH value of 600.

T Level Technical Qualification in Digital Production, Design and Development			
Total Guided Learning Hours (GLH)		Total Qualification Time (TQT)	
1200 GLH		1640 TQT	
Core Component		Occupational Specialist Component	
GLH	TQT	GLH	TQT
600 GLH	810 TQT	600 GLH	830 TQT

## Technical Qualification aims and purpose

This Technical Qualification is for T Level students who are undertaking the *T Level in Digital Production, Design and Development*. It is intended for students who want to progress to a career in the Digital sector, with a focus on software design and development.

The purpose of the *T Level Technical Qualification in Digital Production, Design and Development* is to ensure students have the knowledge and skills needed to progress into highly skilled employment, an Apprenticeship or higher level study, including university, within the specialist area of software design and development.

At the end of the Technical Qualification, students are expected to demonstrate threshold competence, which means that they have gained the core knowledge and skills related to software design and development and are well placed to develop full occupational competence with additional development and support once in employment in the digital sector.

Threshold competence refers to a level of competence that:

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

## Student profile and progression

Students undertaking this Technical Qualification will be 16–19 years old and in full-time education. They will have chosen a T Level as an alternative to A Levels, Applied Generals or an Apprenticeship.

The typical student will likely have:

- a clear idea as to the industry sector they wish to pursue as a career
- an idea of the type of job role they'd like to explore as a career
- taken an active choice not to pursue an Apprenticeship (either due to lack of availability or the wish to remain in full time education).

This Technical Qualification aligns to the Software Development Technician Level 3 Apprenticeship and therefore supports progression to entry-level job opportunities in software design and development. Job roles could include:

- Software Development Technician
- Junior Developer
- Junior Web Developer
- Junior Application Developer
- Junior Mobile App Developer
- Junior Games Developer

- Junior Software Developer
- Junior Application Support Analyst
- Junior Programmer
- Assistant Programmer
- Automated Test Developer.

The jobs available to the students will be based on their individual abilities in the digital sector and will be supported by their achievement of this qualification.

Alternatively, students could progress sideways to the Level 3 Software Technician Apprenticeship to develop and gain certification of their occupational competence, or they could progress to higher level Apprenticeships such as the Level 4 Software Developer, depending on their skills or experience.

Where students may not have access to an Apprenticeship or would prefer a more academic route, they could progress to relevant Higher National Certificate (HNC) or Higher National Diploma (HND) programmes or digital degree programmes such as Computer Games Programming BSc, Software Engineering BSc, Virtual Reality Design BA, Computing BSc, Digital Media Design and Development BSc or Computer Science BSc.

Students should always check the entry requirements for each degree programme with the relevant higher education provider.

## Prior learning requirements

There are no formal prior learning requirements for the *T Level Technical Qualification in Digital Production, Design and Development*.

However, as a Provider, it is your responsibility to ensure the students you recruit have a reasonable expectation of success on the programme. Formal entry requirements are not set by Pearson, but we expect students to have qualifications at or equivalent to Level 2.

Students are most likely to succeed if they have:

- five GCSEs/international GCSEs at grade 4 or above, including English, Maths and Science, and/or
- Vocational Tech Award qualification(s) at Level 2 at Pass and above in a relevant subject, e.g. BTEC Tech Award in Digital Information Technology.

Students may demonstrate the ability to succeed in various ways. For example, they may have relevant work experience or specific aptitude shown through diagnostic tests or non-educational experience.

## **What does the qualification cover?**

The Technical Qualification content has been designed from the Outline Content created by the Institute for Apprenticeships and Technical Education and the Digital T Level panel.

We have used the Outline Content to create the Technical Qualification specification and assessment, which has been validated by our own panel of digital employers and education providers to ensure it is appropriate for the progression routes identified in the above section.

Students will learn about the following topics:

- problem solving
- programming
- emerging issues and impact of digital
- legislation and regulatory requirements
- business context
- data
- digital environments
- security.



### 3. General Competency Frameworks for T Levels

The General Competency Framework for T Levels articulates English, mathematical and digital competencies that students are required to develop over the course of the qualification. The tables below list the competencies from the framework that are relevant to the *T Level Technical Qualification in Digital Production, Design and Development*.

Competencies that can be developed in relation to a specification element of content are referenced in the column next to this content element. These competencies should be delivered through the content of this qualification and tutors should seek opportunities to allow students to develop the relevant skills to enable them to reach threshold competence in the specialism.

The English, Maths and Digital competencies are embedded in both the Core Component and the Occupational Specialist Components of the *T Level Technical Qualification in Digital Production, Design and Development*. This is so that students are able to demonstrate their knowledge and understanding of these skills over the course of the qualification.

#### General English competencies

<b>E1</b>	Convey technical information to different audiences
<b>E2</b>	Present information and ideas
<b>E3</b>	Create texts for different purposes and audiences
<b>E4</b>	Summarise information/ideas
<b>E5</b>	Synthesise information
<b>E6</b>	Take part in/leading discussions

#### General maths competencies

<b>M1</b>	Measure with precision
<b>M2</b>	Estimate, calculate and spot errors
<b>M3</b>	Work with proportion
<b>M4</b>	Use rules and formulae
<b>M5</b>	Process data
<b>M6</b>	Understand data and risk
<b>M7</b>	Interpret and represent with mathematical diagrams
<b>M8</b>	Communicate using mathematics
<b>M9</b>	Cost a project
<b>M10</b>	Optimise work processes

## General digital competencies

Students should be supported to develop the digital knowledge and skills needed in order to:

<b>D1</b>	Use digital technology and media effectively
<b>D2</b>	Design, create and edit documents and digital media
<b>D3</b>	Communicate and collaborate
<b>D4</b>	Process and analyse numerical data
<b>D5</b>	Be safe and responsible online
<b>D6</b>	Code and program

## **4. Core Component**

### **Content summary**

The core content covers the knowledge, understanding and application of contexts, concepts, theories and principles relating to the following areas:

- 1.** Problem solving
- 2.** Introduction to programming
- 3.** Emerging issues and impact of digital
- 4.** Legislation and regulatory requirements
- 5.** Business context
- 6.** Data
- 7.** Digital environments
- 8.** Security

## Paper 1: Digital Analysis, Legislation and Emerging Issues

### Content area 1: Problem solving

Students must be able to apply problem-solving skills to analyse problems and to identify solutions that can be developed into computer programs. Students will be expected to solve realistic problems that may form a complete solution or a sub-part of a larger program. All pseudocode questions will be presented using the commands and structure listed in Appendix 1. Students will be expected to use the flowchart symbols listed in Appendix 2.

What students need to learn		
1.1 Computational thinking		
1.1.1	Be able to use top-down, bottom-up and modularisation approaches to solve problems.	<b>E1 M7</b>
1.1.2	Be able to decompose problems by: <ul style="list-style-type: none"><li>identifying and describing the main features of a problem or process</li><li>breaking a problem down into smaller, more manageable parts.</li></ul>	<b>E1 E2 M7</b>
1.1.3	Be able to use pattern recognition to: <ul style="list-style-type: none"><li>identify and describe trends and similarities within and between problems and processes</li><li>identify and describe common features between a given problem and existing solutions</li><li>make predictions and assumptions based on identified patterns.</li></ul>	<b>M2 M4 M8 D4</b>
1.1.4	Be able to use abstraction to: <ul style="list-style-type: none"><li>identify information that is needed to solve an identified problem</li><li>filter out unnecessary details at different stages of a problem</li><li>create a layer of abstraction appropriate to the stage in the problem-solving process, including:<ul style="list-style-type: none"><li>what inputs are needed</li><li>what the expected outputs are</li><li>things that will vary</li><li>things that will remain constant</li><li>key actions the program must perform</li><li>repeated processes the program will perform.</li></ul></li></ul>	<b>E1 E5 M10</b>

What students need to learn		
1.2 Algorithms		
1.2.1	Understand what algorithms are and how they are expressed (flowcharts, written descriptions, pseudocode, program code).	
1.2.2	Be able to express an algorithm using flowcharts and pseudocode, and understand how to use these when planning a digital solution.	<b>M7 M10 D3 D6</b>
1.2.3	Be able to write algorithms that make use of programming constructs (sequence, selection, iteration).	<b>M7 M10 D3 D6</b>
1.2.4	Understand the purpose of a given algorithm (flowcharts, written descriptions, pseudocode, program code) and how the algorithm works.	<b>M4 M7</b>
1.2.5	Be able to determine the correct output of an algorithm.	<b>M2 M4 M5 D4</b>
1.2.6	Be able to identify and correct errors in an algorithm (flowcharts, written descriptions, pseudocode, program code).	<b>M2 M4 M5 M7 D4</b>

## Content area 2: Introduction to programming

Students should be able to apply an understanding of computer programming to solve problems. Students should be able to design, read, write and debug program code. Students will be expected to solve realistic problems that may form a complete solution or a sub-part of a larger program.

When designing a program, students will be expected to use the flowchart symbols listed in Appendix 2. Students will be expected to write, interpret and debug code and algorithms written in the programming language Python 3.

Students will be expected to write, interpret and debug code and algorithms written in the programming language Python 3.

Students will be expected to create functions and procedures to structure and carry out programming requirements.

Students will be expected to use code development tools, including Integrated Development Environments (IDE).

When writing, interpreting and debugging code, students will be expected to understand and use the libraries, functions and methods listed in Appendix 3.

Where program concepts listed in this section are not available in the Python 3 programming language, students would be expected to demonstrate understanding through written responses and pseudocode-based algorithms.

What students need to learn		
2.1 Program data		
2.1.1	Understand the use of, and need for, data types: <ul style="list-style-type: none"><li>• string</li><li>• character</li><li>• integer</li><li>• real/float</li><li>• Boolean.</li></ul>	<b>M5 D6</b>
2.1.2	Be able to declare and use constants and variables that use appropriate data types.	<b>M4 M5 D4 D6</b>
2.1.3	Understand the use of, and need for, data structures: <ul style="list-style-type: none"><li>• list</li><li>• array</li><li>• dictionary.</li></ul>	<b>M4 M5 M6 D4 D6</b>
2.1.4	Understand how to manage variables within a program, including: <ul style="list-style-type: none"><li>• use of local and global variables</li><li>• when local and global variables should be used, and why</li><li>• naming conventions:<ul style="list-style-type: none"><li>○ meaningful names</li><li>○ case (camelCase, UPPER CASE, snake_case, PascalCase).</li></ul></li></ul>	<b>M4 M5 M6 D4 D6</b>

What students need to learn		
2.2 Operators		
2.2.1	Understand the purpose of, and how to use, mathematical operators in program code and algorithms (add, subtract, divide, multiply, integer division, modulus).	<b>M3 M4</b>
2.2.2	Understand the purpose of, and how to use, relational operators (==, <, >, <>, <=, >=).	<b>M3 M4</b>
2.2.3	Understand the purpose of, and how to use, Boolean operators (NOT, AND, OR).	<b>M4 D6</b>
2.3 File handling		
2.3.1	Understand how to use text files for input and output of data.	<b>M5 D1 D4 D6</b>
2.4 Program structure		
2.4.1	Understand how sequence, selection (branching) and iteration are used within programs and algorithms.	
2.4.2	Be able to write, interpret and debug code that makes use of sequence: <ul style="list-style-type: none"> <li>Determine the most efficient and logical order for actions within a process.</li> <li>Understand the correct order of operations in calculations and processes, to ensure outputs are accurate and errors are avoided.</li> </ul>	<b>M2 D6</b>
2.4.3	Be able to write, interpret and debug code that makes use of selection (branching): <ul style="list-style-type: none"> <li>IF, THEN, ELSE, ELSEIF (ELIF)</li> <li>CASE.</li> </ul>	<b>M2 M4 M10 D6</b>
2.4.4	Be able to write, interpret and debug code that makes use of iteration: <ul style="list-style-type: none"> <li>Understand how 'For' loops are used to iterate code a set number of times.</li> <li>Understand how 'While' loops are used to iterate code while a set criterion is met.</li> <li>Understand how loops are used to iterate code until a set criterion is met.</li> </ul>	<b>M4 M10 D6</b>
2.4.5	Be able to declare and call functions and procedures.	<b>M4 M10 D6</b>
2.4.6	Understand how standard searching and sorting algorithms work, and the benefits and drawbacks of each: <ul style="list-style-type: none"> <li>linear and binary search</li> <li>bubble sort, insertion sort, merge sort.</li> </ul>	<b>E1 M4 M5 D4 D6</b>

What students need to learn		
2.5 Built-in functions		
2.5.1	Understand the benefits and drawbacks of using pre-written code.	<b>E4 D6</b>
2.5.2	Be able to select and justify the use of pre-written code provided by the Python programming language (e.g. built-in functions, standard libraries).	<b>E4 E5 D6</b>
2.5.3	Be able to write code that makes use of user-written and pre-written code (e.g. built-in functions, standard libraries).	<b>E4 E5 D6</b>
2.6 Validation and error handling		
2.6.1	Understand the need for different types of input validation to handle common and unexpected errors and be able to write, interpret and debug code that makes use of these validation techniques: <ul style="list-style-type: none"> <li>• presence check</li> <li>• length check</li> <li>• type check</li> <li>• format check</li> <li>• range check</li> <li>• check digit.</li> </ul>	<b>M2 M4 M5 M6 D6</b>
2.6.2	Understand the need to develop reliable and robust code.	<b>M6 D6</b>
2.7 Maintainable code		
2.7.1	Understand how accepted style conventions (such as Python's PEP 8) and how these are implemented to create readable and maintainable code.	<b>M4 D3 D6</b>
2.8 Testing		
2.8.1	Understand the fundamental importance of testing for all components: <ul style="list-style-type: none"> <li>• software</li> <li>• hardware</li> <li>• data</li> <li>• interfaces</li> <li>• resulting service (final product).</li> </ul>	<b>D1 D6</b>



## What students need to learn

### 2.8 Testing *continued*

2.8.2	<p>Understand the use of testing and quality assurance methodologies to seek out problems and issues:</p> <ul style="list-style-type: none"> <li>• concept testing</li> <li>• unit testing</li> <li>• boundary testing</li> <li>• integration testing</li> <li>• performance testing</li> <li>• system testing</li> <li>• acceptance and usability testing</li> <li>• regression testing</li> <li>• load/stress testing.</li> </ul>	<b>E5</b> <b>M6</b> <b>D1 D6</b>
2.8.3	<p>Understand how automated and functional testing tools can be applied to test digital systems and code.</p>	<b>E5</b> <b>D1 D6</b>
2.8.4	<p>Understand how to apply root cause analysis to solve problems:</p> <ul style="list-style-type: none"> <li>• what it is (the five whys)</li> <li>• when to use it</li> <li>• how to use it</li> <li>• what next.</li> </ul>	<b>E5</b> <b>D3</b>
2.8.5	<p>Understand how to construct an effective test plan, including:</p> <ul style="list-style-type: none"> <li>• identifying tests to be carried out</li> <li>• describing the purpose of the identified test</li> <li>• identifying test data to be used (valid, valid extreme, invalid, invalid extreme, erroneous)</li> <li>• describing the expected results.</li> </ul>	<b>E1 E5</b> <b>M2</b> <b>M10</b> <b>D2 D6</b>

### Content area 3: Emerging issues and impact of digital

Students should be able to apply an understanding of ethical and moral issues in the digital sector in a range of business contexts. They should explore how developments in technology impact on organisations, individuals and society as a whole.

Students should be aware of the ever-developing nature of digital technologies, and keep up to date with knowledge of important and innovative developments in the sector.

What students need to learn		
3.1 Moral and ethical issues		
3.1.1	Understand the ethical and moral issues that an increasing reliance on technology raises, and how organisations and individuals can respond to these challenges: <ul style="list-style-type: none"> <li>• acceptable use</li> <li>• autonomous operation</li> <li>• changes in societal norms and the behaviour of individuals</li> <li>• changes in the culture within an organisation</li> <li>• environmental issues</li> <li>• globalisation</li> <li>• inclusion and diversity</li> <li>• monitoring of employees</li> <li>• open source and Creative Commons</li> <li>• the collection and use of data</li> <li>• unequal access to technology and/or digital services.</li> </ul>	<b>E2 E4 E5 D5</b>
3.1.2	Understand how organisations and individuals respond to ethical and moral issues when designing and developing digital systems, including: <ul style="list-style-type: none"> <li>• use of guidelines from professional organisations</li> <li>• strategic planning and decisions</li> <li>• the content of internal policy documents</li> <li>• company culture and how this is established, communicated and sustained</li> <li>• whistleblowing.</li> </ul>	<b>E2 E4 E5 D5</b>
3.1.3	Understand how individuals use a range of observational techniques to inform situational awareness: <ul style="list-style-type: none"> <li>• observing normal behaviour</li> <li>• awareness of co-workers</li> <li>• recognising changing or abnormal behaviour.</li> </ul>	<b>E2 E4 E5 D5</b>
3.2 Emerging trends and technologies		
3.2.1	Understand how developments in digital technologies impact on organisations, individuals and society, including: <ul style="list-style-type: none"> <li>• Internet of Things (IoT)</li> <li>• Artificial Intelligence (AI), machine learning and deep learning</li> <li>• Augmented Reality (AR) and Virtual Reality (VR).</li> </ul>	<b>E2 E4 E5 D1</b>

## Content area 4: Legislation and regulatory requirements

Students should be able to apply an understanding of legal issues in the digital sector in a range of business contexts. Students should explore how compliance with legislation impacts on the way in which organisations and their stakeholders use and interact with digital technologies.

Students should be aware of the ever developing nature of digital technologies and keep up to date with changes in legislation in response to technological developments.

What students need to learn		
4.1 Legislation		
Understand the role of current legislation and its impact on the design, development and use of digital in relation to:		
4.1.1	Health and safety when working with computers: <ul style="list-style-type: none"><li>• display screen regulations</li><li>• general working environment</li><li>• possible risks and prevention.</li></ul>	<b>E1 E2 E4 E5 D1</b>
4.1.2	Data security and protection: <ul style="list-style-type: none"><li>• key guidance and legislation including:<ul style="list-style-type: none"><li>◦ the principles of the Data Protection Act</li><li>◦ UK General Data Protection Regulations (GDPR).</li></ul></li></ul>	<b>E1 E2 E4 E5 M6 D1 D5</b>
4.1.3	Computer Misuse Act: <ul style="list-style-type: none"><li>• the principles of the act</li><li>• consequences (company and employee)</li><li>• employee awareness.</li></ul>	<b>E1, E2, E4, E5 D1, D5</b>
4.1.4	Equality Act: <ul style="list-style-type: none"><li>• types of discrimination (protected characteristics)</li><li>• where individuals are protected</li><li>• when to take action against discrimination.</li><li>• how individuals can be discriminated against (direct, indirect, harassment and victimisation).</li></ul>	<b>E1 E2 E4 E5 D1 D5</b>
4.1.5	Intellectual Property Act: <ul style="list-style-type: none"><li>• unregistered designs</li><li>• registered designs</li><li>• patents.</li></ul>	<b>E1 E2 E4 E5 D1 D5</b>

## What students need to learn

### 4.1 Legislation *continued*

4.1.6	Understand the use of digital technologies for monitoring the workplace: <ul style="list-style-type: none"> <li>• monitoring electronic communications</li> <li>• use of secret monitoring</li> <li>• employers' monitoring policies</li> <li>• monitoring systems.</li> </ul>	<b>E1 E2 E4 E5 D1 D5</b>
4.1.7	Understand the role of legislation relating to international law and its importance when designing, developing and using digital systems.	<b>E1 E2 E4 E5 D1 D5</b>

### 4.2 Guidelines and codes of conduct

4.2.1	Understand the purpose and role of codes of conduct produced by professional bodies for the use of digital: <ul style="list-style-type: none"> <li>• British Computer Society (BCS) Code of Conduct</li> <li>• The Institution of Analysts and Programmers Code of Conduct.</li> </ul>	<b>E1 E2 E4 E5 D1 D5</b>
4.2.2	Understand the guidelines provided in professional codes of practice in terms of: <ul style="list-style-type: none"> <li>• professional responsibilities (quality of work, meeting deadlines, communication, confidentiality, trust)</li> <li>• contribution to society</li> <li>• safety</li> <li>• security and privacy</li> <li>• innovation.</li> </ul>	<b>E5 D5</b>
4.2.3	Understand the impact that implementing guidelines from professional codes of practice has on organisations and their stakeholders.	<b>E4 E5 D5</b>
4.2.4	Understand how guidelines and agreed standards ensure the accessibility and quality of IT systems, including: <ul style="list-style-type: none"> <li>• ISO (international Standards Organisation) standards</li> <li>• Web Content Accessibility Guidelines (WCAG) 1.0 and 2.0</li> <li>• World Wide Web Consortium (W3C®)</li> <li>• Internet Engineering Task Force (IETF).</li> </ul>	<b>E4 E5 D1 D5</b>
4.2.5	Understand the role and implications of acceptable use policies within an organisation.	<b>E4 E5 D5</b>

## Paper 2: The Business Environment

### Content area 5: Business context

Students must apply an understanding of the business environment including the importance of serving customer and end user, business needs, stakeholders such as customers, competitors, suppliers and government and the social, political, legal and technological factors drive the need for and use of digital skills technologies.

What students need to learn		
5.1 The business environment		
5.1.1	Understand the purpose of different types of organisations in a range of sectors: <ul style="list-style-type: none"><li>• to provide a service</li><li>• to provide a product.</li></ul>	<b>E2 E4</b>
5.1.2	Understand the key areas of organisations and how IT is used to support them: <ul style="list-style-type: none"><li>• Human Resources</li><li>• Research, Design and Development</li><li>• Logistics</li><li>• Marketing</li><li>• Finance</li><li>• Management.</li></ul>	<b>E2 E4 E5</b>
5.1.3	Understand how digital supports the business needs of organisations. <ul style="list-style-type: none"><li>• the use of digital to enable automated stock/inventory control:<ul style="list-style-type: none"><li>○ how software is used</li><li>○ how hardware is used</li><li>○ the processes carried out</li><li>○ how different parts of the system communicate with each other.</li></ul></li><li>• the use of traditional and cloud-based technologies and services to communicate and collaborate with internal and external stakeholders and facilitate collaboration.</li></ul>	<b>E4 E5 D1 D3</b>
5.1.4	Understand the factors that determine the feasibility of a digital project: <ul style="list-style-type: none"><li>• benefits and drawbacks</li><li>• risks, constraints and dependencies.</li></ul>	<b>E5 M2 M8 M9 D4</b>

## What students need to learn

### 5.1 The business environment *continued*

5.1.5	Understand how digital is used to meet user needs and ensure quality of product/service: <ul style="list-style-type: none"> <li>• appropriate and effective functionality</li> <li>• reduction of pain points</li> <li>• accessibility considerations</li> <li>• compatibility</li> <li>• availability</li> <li>• good user experience</li> <li>• cultural awareness and diversity.</li> </ul>	<b>E5 D1</b>
5.1.6	Understand how the characteristics of end users affect the use and characteristics of digital technologies to access a service or product: <ul style="list-style-type: none"> <li>• age</li> <li>• skills</li> <li>• education level</li> <li>• internal/external audience</li> <li>• level of technical knowledge</li> <li>• additional needs (e.g. users with sight or hearing loss).</li> </ul>	<b>E5 D1 D2</b>

### 5.2 Digital value to business

5.2.1	Understand the importance of digital within organisations, and the ways in which digital is used to add value to a company: <ul style="list-style-type: none"> <li>• engagement of customers, users and other stakeholders</li> <li>• provision of products and services to customers</li> <li>• measurable value (reducing overheads, improving efficiency, facilitating growth, recruiting talent)</li> <li>• supporting processes and business models (product design, manufacturing control, data modelling, local and remote working)</li> <li>• context and market environment (stakeholders, user profiling, personalised/appropriate content, data).</li> </ul>	<b>E5 D1</b>
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## What students need to learn

### 5.3 Technical change management

5.3.1	<p>Understand the factors that trigger change in organisations:</p> <ul style="list-style-type: none"> <li>Planned for factors <ul style="list-style-type: none"> <li>adding additional features and/or services</li> <li>diversification</li> <li>scaling</li> <li>rebranding</li> <li>adoption of new technologies</li> <li>changes in legislation</li> <li>response to competition.</li> </ul> </li> <li>unforeseen or previously unpreventable factors <ul style="list-style-type: none"> <li>crisis (natural disasters, terrorism, cyber attacks)</li> <li>zero-day vulnerabilities</li> <li>data corruption</li> <li>system failures.</li> </ul> </li> </ul>	<b>E2 E4 E5</b>
5.3.2	<p>Understand the technical change management process, including:</p> <ul style="list-style-type: none"> <li>identifying the changes to be made</li> <li>identifying and communicating potential risks and desired impact(s) to stakeholders</li> <li>configuration of the new system or process</li> <li>method of implementing change (parallel, phased, direct, pilot)</li> <li>documenting the change process</li> <li>importance of rollback planning</li> <li>importance of ensuring reproducibility of performance and outcome</li> <li>traceability of requirements throughout the development lifecycle.</li> </ul>	<b>E1 E5 M6 M9 D3</b>
5.3.3	<p>Understand how organisations respond to, prepare for, manage and reinforce change (relevant to digital) in a range of contexts:</p> <ul style="list-style-type: none"> <li>economic, banking and financial</li> <li>environmental</li> <li>legal</li> <li>people</li> <li>political</li> <li>regulatory</li> <li>social</li> <li>technological.</li> </ul>	<b>E1 E5 M6 M9 D3</b>

## What students need to learn

### 5.3 Technical change management *continued*

5.3.4	Understand the benefits and drawbacks of technical change in organisations in relation to: <ul style="list-style-type: none"><li>• productivity</li><li>• communication</li><li>• security</li><li>• replacing existing products</li><li>• updating or changing processes</li><li>• support for stakeholders</li><li>• costs</li><li>• stakeholder experience</li><li>• company reputation.</li></ul>	<b>E1 E4 M2 M6 M9</b>
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### 5.4 Risks in a business context

5.4.1	Understand the potential risks to organisations of use of digital systems and technologies: <ul style="list-style-type: none"><li>• security breaches</li><li>• privacy breaches</li><li>• regulatory and legal non-compliance</li><li>• system failure</li><li>• audience exclusion</li><li>• emerging rival services (mobile devices, digital download and cloud services)</li><li>• rapid changes in technology and trends (education and transport sectors).</li></ul>	<b>E1 E5 M6 D5</b>
5.4.2	Understand the potential impact of identified risks on the organisation and its stakeholders.	<b>E1 E5 M6 D5</b>



## Content area 6: Data

Students must apply an understanding of the use of data by organisations to support business needs. They should explore the benefits and challenges that digital technologies present in terms of the creation and use of data.

What students need to learn		
6.1 Data and information in organisations		
6.1.1	Understand the differences and links between data, information and knowledge.	<b>M6 D4</b>
6.1.2	Understand why organisations need data and information and how they are used: <ul style="list-style-type: none"> <li>• analysing market trends to identify patterns which inform decisions</li> <li>• system performance analysis</li> <li>• user monitoring</li> <li>• targeted marketing</li> <li>• informed decision making (strategic, tactical and operational)</li> <li>• threat/opportunity assessment (break-even, predictive models, cost analysis, market trends).</li> </ul>	<b>E5 M6 D4</b>
6.1.3	Understand how data is generated: <ul style="list-style-type: none"> <li>• human generated</li> <li>• artificial intelligence/machine learning</li> <li>• sensors</li> <li>• Internet of Things (IoT)</li> <li>• transactional data.</li> </ul>	<b>E5 M6 D4</b>
6.2 Data formats		
6.2.1	Understand the forms that data can take and the implications this has on use and analysis: <ul style="list-style-type: none"> <li>• data types (date, integer, real, character, string, Boolean)</li> <li>• common forms of data format (JSON, fixed-width text file, CSV, ASCII, XML).</li> </ul>	<b>E5 M5 M6 D4 D6</b>
6.2.2	Understand the difference between file-based and directory-based structures, and how they are used in data analysis.	<b>E5 M5 M6 D4 D6</b>

## What students need to learn

### 6.3 Data systems

6.3.1	<p>Understand the features and functions of data systems and their importance to organisations:</p> <ul style="list-style-type: none"> <li>• data wrangling (structure, clean, enrich, validate, output)</li> <li>• core functions (input, search, save, integrate, organise (index), output, feedback loop)</li> <li>• data entry and maintenance (online data entry, risk of data entry errors, time to create the entry screen and enter data)</li> <li>• visualisation (graphs/charts, data tables, reports, infographics).</li> </ul>	<b>E5</b> <b>M5 M6</b> <b>D4 D6</b>
6.3.2	<p>Understand the purpose of business information tools and their use in business (e.g. business intelligence software, financial planning and analysis, Customer Relationship Management (CRM)).</p>	<b>E5</b> <b>M5 M6</b> <b>D4 D6</b>
6.3.3	<p>Understand the features of different data models and how organisations use them to organise data:</p> <ul style="list-style-type: none"> <li>• conceptual data model</li> <li>• logical data model</li> <li>• physical data model</li> <li>• hierarchical database model</li> <li>• relational model.</li> </ul>	<b>E5</b> <b>M5 M6</b> <b>D4 D6</b>

### 6.4 Data management

6.4.1	<p>Understand factors that determine how data is gathered, entered and maintained:</p> <ul style="list-style-type: none"> <li>• the 'Six Vs' (volume, variety, variability, velocity, veracity, value)</li> <li>• data assurance/quality (validation, verification, reliability, redundancy)</li> <li>• types of data</li> <li>• research population</li> <li>• qualitative data and quantitative data</li> <li>• legislation and regulatory compliance</li> <li>• ethics</li> <li>• organisational factors (time, skills, cost).</li> </ul>	<b>E5</b> <b>M5 M6</b> <b>D4 D6</b>
6.4.2	<p>Understand the purpose of data analysis tools and their use in business (data warehousing, data lakes, data mining, reporting).</p>	<b>E5</b> <b>M5 M6</b> <b>D4 D6</b>
6.4.3	<p>Understand the role of metadata classification in defining the meanings of data.</p>	<b>E5</b> <b>M5 M6</b> <b>D4</b>

## What students need to learn

### 6.4 Data management *continued*

6.4.4	Understand the use of data/access entitlements/permissions management, and its impact on organisations and stakeholders: <ul style="list-style-type: none"> <li>• authorisation</li> <li>• privileges</li> <li>• access rights</li> <li>• rules.</li> </ul>	<b>E5</b> <b>M5 M6</b> <b>D4 D6</b>
6.4.5	Understand how data can be accessed and managed across different platforms: <ul style="list-style-type: none"> <li>• the role and use of Application Programming Interfaces (APIs) in managing, accessing and using data.</li> </ul>	<b>E5</b> <b>M5 M6</b> <b>D4 D6</b>
6.4.6	Understand the concepts of data at rest, data in use and data in motion, and when each is used.	<b>E5</b> <b>M5 M6</b> <b>D4</b>

## Content area 7: Digital environments

Students should be able to apply an understanding of the different platforms of delivery that enable access to digital tools and services. They should explore how different digital environments meet the needs of organisations and their stakeholders. They must apply an understanding of digital environments in a range of business contexts.

What students need to learn		
7.1 Physical environments		
7.1.1	Understand the features and characteristics of different types of physical computer system: <ul style="list-style-type: none"><li>• personal computers</li><li>• mobile devices</li><li>• servers</li><li>• smart/internet-enabled devices.</li></ul>	<b>E1 E2 E4 E5 D1</b>
7.1.2	Understand the features and characteristics of hardware and peripherals used in physical computer systems: <ul style="list-style-type: none"><li>• input devices</li><li>• output devices</li><li>• processors</li><li>• memory</li><li>• secondary storage devices (internal and external)</li><li>• motherboard/mainboard</li><li>• cooling</li><li>• sensors.</li></ul>	<b>E1 E2 E4 E5 D1</b>
7.1.3	Understand the purpose and functions of software used in computer systems: <ul style="list-style-type: none"><li>• operating systems<ul style="list-style-type: none"><li>○ batch operating system</li><li>○ multitasking/time-sharing operating system</li><li>○ real-time operating system</li><li>○ network operating system</li><li>○ mobile operating system</li></ul></li><li>• utility software</li><li>• application software</li><li>• code development tools (IDEs, debuggers).</li></ul>	<b>E1 E2 E4 E5 M6 D1</b>
7.1.4	Understand the benefits and drawbacks of software, hardware and peripherals in different contexts.	<b>E1 E2 E4 E5 M6 D1</b>

## What students need to learn

### 7.1 Physical environments *continued*

7.1.5	Understand how physical data storage and recovery systems work, their features, benefits and drawbacks: <ul style="list-style-type: none"> <li>• redundant array of independent disks (RAID) <ul style="list-style-type: none"> <li>○ RAID 1</li> <li>○ RAID 5</li> <li>○ RAID 10</li> </ul> </li> <li>• network attached storage (NAS)</li> <li>• storage area network (SAN).</li> </ul>	
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### 7.2 Networks

7.2.1	Understand the benefits and drawbacks of connecting devices to form networks.	<b>E1 E2 E4 E5 M6 D1</b>
7.2.2	Understand the features, characteristics, benefits and drawbacks of wireless connection methods.	<b>E1 E2 E4 E5 M6 D1</b>
7.2.3	Understand the features, characteristics, benefits and drawbacks of wired connection methods.	<b>E1 E2 E4 E5 M6 D1</b>
7.2.4	Understand different types of network: <ul style="list-style-type: none"> <li>• LAN</li> <li>• WAN</li> <li>• PAN.</li> </ul>	<b>E1 E2 E4 E5 M6 D1</b>
7.2.5	Understand the concepts of bandwidth and latency, and their effect on the performance of networks and connected systems.	<b>E1 E2 E4 E5 D1</b>
7.2.6	Understand the concept of different network models: <ul style="list-style-type: none"> <li>• client-server</li> <li>• thin client</li> <li>• peer-to-peer.</li> </ul>	<b>E1 E2 E4 E5 M6 D1</b>
7.2.7	Understand the characteristics of network topologies: <ul style="list-style-type: none"> <li>• logical vs physical</li> <li>• star</li> <li>• mesh</li> <li>• tree</li> <li>• VLAN.</li> </ul>	<b>E1 E2 E4 E5 D1</b>

## What students need to learn

### 7.2 Networks *continued*

7.2.8	Understand the role and characteristics of common components of a network: <ul style="list-style-type: none"> <li>• server</li> <li>• internet connection/internet backbone</li> <li>• router</li> <li>• network switch</li> <li>• client.</li> </ul>	<b>E1 E2 E4 E5 D1</b>
7.2.9	Understand the seven-layer OSI model to describe how applications communicate over a network, including the function and related protocols of each layer: <ul style="list-style-type: none"> <li>• application layer</li> <li>• presentation layer</li> <li>• session layer</li> <li>• transport layer</li> <li>• network layer</li> <li>• data link layer</li> <li>• physical layer.</li> </ul>	<b>E1 E2 E4 E5 M4 M6</b>
7.2.10	Understand the four-layer TCP/IP model to describe how applications communicate over a network, including the function and related protocols of each layer: <ul style="list-style-type: none"> <li>• application layer</li> <li>• transport layer</li> <li>• internet layer</li> <li>• network access layer.</li> </ul>	<b>E1 E2 E4 E5 M4 M6</b>
7.2.11	Understand the role of data packets in transmitting over a network, including: <ul style="list-style-type: none"> <li>• contents and structure of a data packet</li> <li>• role of the components of a data packet</li> <li>• packet switching</li> <li>• error handling – Cyclic Redundancy Check (CRC).</li> </ul>	<b>E1 E2 E4 E5 M4 M6 M10</b>
7.2.12	Understand the role of common network protocols including: <ul style="list-style-type: none"> <li>• DHCP</li> <li>• DNS</li> <li>• FTP</li> <li>• HTTP / HTTPS</li> <li>• NTP</li> <li>• POP3 / IMAP4 / SMTP</li> <li>• TCP/IP</li> </ul>	<b>E1 E2 E4 E5 M4 M6</b>
7.2.13	Understand how physical, virtual and cloud environments, along with networks, are used in combination, including the Internet of Things (IoT), to solve problems and meet the needs of organisations and their stakeholders.	<b>E1 E2 E4 E5 M10 D1 D3</b>

## What students need to learn

### 7.3 Virtual environments

7.3.1	Understand the key features of virtual environments: <ul style="list-style-type: none"> <li>• increased security</li> <li>• managed execution</li> <li>• sharing</li> <li>• aggregation</li> <li>• emulation</li> <li>• isolation</li> <li>• portability.</li> </ul>	<b>E1 E2 E4 E5 M10 D1 D3</b>
7.3.2	Understand the benefits and drawbacks of the use of virtual environments for organisations in a range of contexts.	<b>E1 E2 E4 E5 M10 D1 D3</b>

### 7.4 Cloud environments

Understand the ways in which organisations use cloud environments to provide access to digital tools, services, storage and systems.

7.4.1	Understand the concepts of cloud computing deployment in terms of: <ul style="list-style-type: none"> <li>• applications</li> <li>• data</li> <li>• runtime</li> <li>• middleware</li> <li>• operating system</li> <li>• virtualisation</li> <li>• servers</li> <li>• storage</li> <li>• networking.</li> </ul>	<b>E2 E4 E5 M6 D1 D3 D4</b>
7.4.2	Understand common cloud delivery models and the way in which responsibility and ownership of resources are distributed between the subscriber and service provider: <ul style="list-style-type: none"> <li>• IaaS (Infrastructure as a Service) <ul style="list-style-type: none"> <li>○ subscriber (applications, data, runtime, middleware, operating system)</li> <li>○ service provider (virtualisation, servers, storage, networking)</li> </ul> </li> <li>• PaaS (Platform as a Service) <ul style="list-style-type: none"> <li>○ subscriber (applications, data)</li> <li>○ service provider (runtime, middleware, operating system, virtualisation, servers, storage, networking)</li> </ul> </li> <li>• SaaS (Software as a Service) <ul style="list-style-type: none"> <li>○ subscriber (user only)</li> <li>○ service provider (applications, data, runtime, middleware, operating system, virtualisation, servers, storage, networking).</li> </ul> </li> </ul>	<b>E2 E4 E5 M6 D1 D3 D4</b>

## What students need to learn

### 7.4 Cloud environments *continued*

7.4.3	Understand the concept of DaaS (Data as a Service) in terms of: <ul style="list-style-type: none"> <li>• data science platforms</li> <li>• dashboards</li> <li>• business information tools</li> <li>• data lakes</li> <li>• databases</li> <li>• file systems.</li> </ul>	<b>E2 E4 E5</b> <b>M6</b> <b>D1 D3</b> <b>D4</b>
7.4.4	Understand how DaaS (Data as a Service) is used by organisations, and the benefits and drawbacks it provides for organisations and their stakeholders.	<b>E2 E4 E5</b> <b>M6</b> <b>D1 D3</b> <b>D4</b>
7.4.5	Understand the concept of cloud sourcing and cloud portability, and the implications for service providers and organisations (subscribers).	<b>E2 E4 E5</b> <b>M6</b> <b>D1 D3</b> <b>D4</b>

### 7.5 Resilience of environment

7.5.1	Understand the need to ensure digital environments are resilient, and the impact on organisations and stakeholders if this is not achieved.	<b>E2 E4 E5</b> <b>M6</b> <b>D1 D4</b>
7.5.2	Understand methods used to improve the resilience of digital environments: <ul style="list-style-type: none"> <li>• data and system redundancy</li> <li>• back-up systems</li> <li>• hot, cold and warm sites</li> <li>• data back-up and recovery procedures</li> <li>• device hardening</li> </ul>	<b>E2 E4 E5</b> <b>M6</b> <b>D1 D4</b> <b>D6</b>
7.5.3	Understand the benefits and drawbacks of methods used to improve the resilience of digital environments.	<b>E2 E4 E5</b> <b>M6</b> <b>D1 D4</b> <b>D6</b>



## Content area 8: Security

Students should be able to apply an understanding of the potential risks posed by the use of digital to an organisation and its stakeholders. Students should explore established and emerging risks, and understand ways in which risks can be mitigated. They should be able to demonstrate an understanding of risks and mitigation measures in a range of business contexts.

What students need to learn		
8.1 Security risks		
8.1.1	Understand the importance of maintaining privacy and confidentiality of an organisation's information, as well as that of stakeholders, including: <ul style="list-style-type: none"><li>• information about salaries</li><li>• employee benefits/perks</li><li>• client lists</li><li>• trade secrets</li><li>• sales numbers</li><li>• customer information</li><li>• news about pending restructuring.</li></ul>	<b>E2 E4 E5 M6 D1 D5</b>
8.1.2	Understand the potential impact on an organisation of failing to maintain privacy and confidentiality.	<b>E2 E4 E5 M6 D1 D5</b>
8.1.3	Understand potential technical threats and vulnerabilities to systems, data and information, including: <ul style="list-style-type: none"><li>• botnets</li><li>• distributed denial-of-service (DDoS)</li><li>• hacking</li><li>• malware (including ransomware)</li><li>• social engineering (pharming, phishing)</li><li>• insecure Application Programming Interfaces (APIs)</li><li>• use of ad hoc or open networks</li><li>• eavesdropping/man-in-the-middle attacks.</li></ul>	<b>E2 E4 E5 M6 D1 D5</b>
8.1.4	Understand potential physical vulnerabilities to systems, data and information, including: <ul style="list-style-type: none"><li>• location of system or asset</li><li>• circumstances of use</li><li>• characteristics of users/community</li><li>• system or asset layout</li><li>• system or asset design/robustness.</li></ul>	<b>E2 E4 E5 M6 D1 D5</b>

What students need to learn		
8.1 Security risks <i>continued</i>		
8.1.5	Understand potential <b>human</b> threats and vulnerabilities to systems, data and information, including: <ul style="list-style-type: none"> <li>• human error</li> <li>• malicious employees</li> <li>• disguised criminals</li> <li>• targeted attack.</li> </ul>	<b>E2 E4 E5 M6 D1 D5</b>
8.2 Threat mitigation		
8.2.1	Understand the concept of the CIA (confidentiality, integrity, availability) and how it can be applied to define security aims.	<b>E2 E4 E5 M6 D1 D5</b>
8.2.2	Understand the interrelationship between security, identity, confidentiality, integrity, availability, threat, vulnerability and risk management within a business context.	<b>E2 E4 E5 M6 D1 D5</b>
8.2.3	Understand processes and procedures to mitigate threats and ensure security, including: <ul style="list-style-type: none"> <li>• air gapping</li> <li>• anti-virus and anti-malware programs</li> <li>• certification of APIs</li> <li>• configuration and management of software-based access control</li> <li>• device hardening</li> <li>• encryption (hashing, asymmetric, symmetric)</li> <li>• user access restrictions <ul style="list-style-type: none"> <li>○ usernames, passwords and passphrases</li> <li>○ data access levels/permissions</li> <li>○ physical access control/restrictions</li> </ul> </li> <li>• multi-factor authentication (possession-based, biometric, knowledge, location-based)</li> <li>• firewalls</li> <li>• password managers</li> <li>• policy, policy enforcement and training</li> <li>• SYN cookies</li> <li>• use of Virtual Private Networks (VPNs)</li> <li>• security testing (penetration testing, ethical hacking).</li> </ul>	<b>E2 E4 E5 M6 D1 D5</b>

## Core project

### Task 1

Planning a project		
<b>Project planning tools</b>	Be able to use project planning tools to apply understanding of project planning in response to a scenario.	
<b>Gantt chart</b>	a) Assess the strengths and skills of people and assign appropriate tasks to them. b) Make scheduling decisions in response to a defined deadline. c) Prioritise activities or tasks based on analysis of requirements. d) Demonstrate how to correctly and appropriately assign resources to project tasks. e) Produce a Gantt chart to show project tasks and organise them efficiently, using an appropriate Software Development Lifecycle model.	<b>E5 M1 D1</b>
<b>Resource and cost plan</b>	a) Identify and calculate costs of a project, including: <ul style="list-style-type: none"> <li>• materials</li> <li>• physical resources</li> <li>• personnel.</li> </ul> b) Select and allocate resources to the resource list, and correctly attribute costs to provide an accurate estimate of the total project cost.	<b>M8</b>
<b>Rationale</b>	a) Consider the factors that are most relevant when planning projects. b) Justify project planning decisions made, with consideration given to: <ul style="list-style-type: none"> <li>• cost, risk and benefits to identified stakeholders</li> <li>• order and timing of tasks</li> <li>• selection and allocation of resources, including personnel and physical resources</li> </ul> c) dependencies and prerequisites.	<b>E5 M9</b>

## Task 2

Identifying and fixing defects in an existing code		
<b>Use of testing to identify defects</b>	a) Assess the given code against requirements. b) Carry out testing to identify issues in given code. c) Perform any remedial actions required, justifying any decision made when fixing the defect.	
<b>Documenting the testing process</b>	Provide annotated evidence of testing, including: <ul style="list-style-type: none"> <li>• identifying tests to be carried out</li> <li>• describing the purpose of the identified test</li> <li>• identifying test data to be used (valid, valid extreme, invalid, invalid extreme, erroneous)</li> <li>• describing the expected results</li> <li>• describing the actual results of the tests performed</li> <li>• comparing the actual results of testing with the expected results</li> <li>• describing any further actions that are required</li> <li>• refining the system as required.</li> </ul>	<b>E1 E2 M10 D3</b>
<b>The solution</b>	a) Correct errors in code add and/or remove code to ensure that the given code is functional and meets the given requirements. b) Follow appropriate programming conventions when fixing code to ensure that it makes use of precise logic and programming structures throughout, so that the program produces consistently correct outcomes.	<b>M4 M5 M7</b>

### Task 3

Designing a solution		
<b>Decomposition of the problem</b>	a) Break down the problem into smaller parts suitable for computational solutions, justifying any decisions made. Make effective use of detailed abstraction and refinement. b) Use elements of reusable components. c) Use good decomposition to show all the necessary subsystems that make up the main solution. d) Visualise the decomposition. e) Use appropriate tools for communicating algorithms (flowcharts, pseudocode).	<b>D4</b>
<b>Application of logical thinking</b>	a) Describe the parts of the solution using algorithms, justifying how these algorithms form a complete solution to the problem. b) Clearly define the steps. c) Uniquely define each step. They should depend on the input and the result of the preceding steps. d) Ensure the algorithm makes use of key constructs (e.g. sequence, selection and iteration).	<b>M2 D2</b>
<b>Use of conventions</b>	a) Demonstrate correct use of structure and convention for the chosen method of communication (flowcharts, pseudocode), such as correct use of symbols for flowcharts and key words used in pseudocode. b) Select and make consistent use of appropriate naming conventions throughout.	<b>E3</b>
<b>Communication of the design</b>	a) Ensure design documents are of sufficient detail to: <ul style="list-style-type: none"> <li>effectively communicate the intended solution</li> <li>allow the client to make informed decisions</li> <li>allow a third party to use design documents to create the proposed solution.</li> </ul> b) Communicate intended solution effectively and clearly, with use of: <ul style="list-style-type: none"> <li>appropriate combination of written and diagrammatical presentation</li> <li>appropriate use of technical vocabulary</li> <li>consideration of audience</li> <li>explanations of structures and process in the design.</li> </ul>	<b>E4 D3</b>

## Task 4a

Developing a solution		
<b>The solution</b>	<p>Apply an undertaking of programming to develop a solution that meets the requirements of a brief, including:</p> <ul style="list-style-type: none"> <li>• refining the system as required</li> <li>• demonstrating an appropriate level of technical skill, and understanding of programming techniques and problem solving</li> <li>• use of pre-written and user-written modules with appropriate interface</li> <li>• discussion of any issues that may have come about from the testing.</li> </ul>	
<b>Code organisation</b>	<p>Ensure code produced for the solution is appropriate to meet the demands of the brief, including:</p> <ul style="list-style-type: none"> <li>• trying to avoid multiple pages of nested if-clauses and for-loops with a lot of copy-pasted procedural code</li> <li>• clear meaningful indentation</li> <li>• precise use of logic functions, classes or objects, with proper structure</li> <li>• comments whenever possible to help explain the logic</li> <li>• good use of local variables and minimal use of global variables</li> <li>• use of constants</li> <li>• well-designed interface</li> <li>• consistent style throughout</li> <li>• defensive programming and handling data securely</li> <li>• good exception handling.</li> </ul>	<b>M10</b>
<b>User experience</b>	<p>Meet user needs, with consideration of:</p> <ul style="list-style-type: none"> <li>• consistency of the product</li> <li>• accessibility to all types of users</li> <li>• user interface design (visual design in line with brand goals)</li> <li>• meaningful feedback, changes made and problems overcome.</li> </ul>	<b>E6</b>
<b>Responsiveness to the brief</b>	<p>a) Formal documentation of testing is not required in this activity.</p> <p>b) Testing by the student should still be carried out but its use should be implicit through:</p> <ul style="list-style-type: none"> <li>• a working product</li> <li>• a product that meets the requirements detailed in the given task brief.</li> </ul>	<b>E6</b>

## Task 4b

Reflective evaluation		
<b>Programming outcomes</b>	<p>a) Be able to apply reflection and evaluation techniques.</p> <p>b) Provide evidence that the product meets brief requirements:</p> <ul style="list-style-type: none"><li>• include measures against success criteria</li><li>• provide evidence that the product meets user needs from testing</li><li>• discuss how it could be improved if the problem was revisited and given detailed consideration.</li></ul>	
<b>Comparison to designs</b>	<ul style="list-style-type: none"><li>• Provide a well-developed line of reasoning which is clear and logically structured. The information presented is relevant and substantiated.</li><li>• Discuss the maintainability of the solution.</li><li>• Discuss potential further developments of the solution.</li><li>• Discuss any changes and why they are different from the original designs.</li></ul>	<b>E3</b>

## **Resources for the delivery of the Core Component content**

The following resources will be required for the delivery of the Core Component for this technical qualification:

- Python 3 and the appropriate IDE
- Python Libraries, in addition to standard libraries or other libraries that provide the same/comparable functionality/capabilities:
  - pandas
  - Matplotlib.



## Scheme of Assessment – Core Component

There are three assessments in the Core Component of the *T Level Technical Qualification in Digital Production, Design and Development*:

1. Examination Paper 1: Digital Analysis, Legislation and Emerging Issues
2. Examination Paper 2: The Business Environment
3. Employer Set Project.

### Core examinations

Paper 1: Digital Analysis, Legislation and Emerging Issues
<b>Written examination: 2 hours 30 minutes</b> <b>33.33% of the core assessments</b> <b>100 marks</b>
<b>Content overview</b> <ol style="list-style-type: none"><li>1. Problem solving</li><li>2. Introduction to programming</li><li>3. Emerging issues and impact of digital</li><li>4. Legislation and regulatory requirements</li></ol>
<b>Assessment overview</b> <ul style="list-style-type: none"><li>• An externally-assessed written examination comprising two sections. Students answer all questions in Section A and Section B.</li><li>• The examination will include short, medium and extended open-response questions, as well as labelling questions.</li><li>• The examination will be set and marked by Pearson.</li></ul>

Paper 2: The Business Environment
<b>Written examination: 2 hours 30 minutes</b> <b>33.33% of the core assessments</b> <b>100 marks</b>
<b>Content overview</b> <ol style="list-style-type: none"><li>5. Business context</li><li>6. Data</li><li>7. Digital environments</li><li>8. Security</li></ol>
<b>Assessment overview</b> <ul style="list-style-type: none"><li>• An externally-assessed written examination comprising two sections. Students answer all questions in Section A and Section B.</li><li>• The examination will include short, medium and extended open-response questions, as well as labelling questions.</li><li>• The examination will be set and marked by Pearson.</li></ul>

Both examinations will follow the same paper structure but they will assess different core content, and will be available paper-based. There are two sections in each paper:

- Section A is weighted 40%.
- Section B is weighted 60%.

### Core examination Assessment Objectives

Assessment Objective			Range for Papers 1 and 2	Paper 1 proportion	Paper 2 proportion
AO1	1a (i)	<b>Knowledge</b> (isolated knowledge)	0%–3%	6%	6%
	1a (ii)	<b>Knowledge</b> (embedded knowledge)	3%–6%		
	1b	<b>Understanding</b>	N/A	25%	28%
AO2		<b>Application</b>	N/A	48%	45%
AO3		<b>Analyse and Evaluate</b>	N/A	21%	21%

## Employer Set Project

### Core project – Employer Set Project

**Externally assessed project: 14.5 hours**

**33.33% of the core assessments**

**100 marks**

#### **Content overview**

When responding to the core project, students will need to draw on knowledge and understanding from across the core content in a synoptic manner, in order to effectively respond to a brief within a vocational context.

#### **Assessment overview**

There are five parts to the assessment:

Task 1: Planning a project

Task 2: Identifying and fixing defects in existing code

Task 3: Designing a solution

Task 4a: Developing the solution

Task 4b: Reflective evaluation

- Students will undertake the assessed elements of the project tasks under supervised conditions.
- The assessment will take place over multiple sessions up to a combined duration of 14.5 hours.
- The project outcomes will consist of a portfolio of evidence submitted electronically.
- Students will undertake a project in response to a realistic contextual challenge.
- The project is validated by an employer panel, taking into account the client's requirements and the user experience.
- The project will consist of planning documentation, an annotated digital portfolio, a prototype digital product, testing evidence and evaluation.
- The project will be set and marked by Pearson.

## Employer Set Project Assessment Objectives

Assessment Objective			Proportion
<b>A01</b>	<b>1. Planning</b>	Plan an approach to developing solutions to solve problems in response to a brief.	17%
<b>A02</b>	<b>2. Application</b>	Apply knowledge and skills to develop software, create an artefact, fix defects and mitigate risks to security.	43%
<b>A03</b>	<b>3. Selecting relevant techniques and resources</b>	Select relevant tools, techniques and resources to respond to a brief and work in a collaborative environment.	5%
<b>A04</b>	<b>4a. Maths skills</b>	Use appropriate maths skills to realise a project outcome in response to a brief.	3%
	<b>4b. English skills</b>	Use appropriate English skills to communicate technical information to both technical and non-technical audiences.	
	<b>4c. Digital skills</b>	Use appropriate digital skills to realise a project outcome in response to a brief and communicate technical information to both technical and non-technical audiences.	
<b>A05</b>	<b>5a. Project Outcome</b>	Realise a project outcome by producing software and artefacts in response to a brief.	23%
	<b>5b. Review</b>	Review how well digital solutions meet a brief, using reflective evaluation.	9%

## 5. Occupational Specialist content - Digital Production, Design and Development

### Content summary

The Occupational Specialist content covers the knowledge and skills needed to achieve threshold competence across the following areas:

#### 1. Be able to analyse a problem to define requirements and acceptance criteria aligned to user needs

What students need to learn	
1.1 Understand the stages of the software development life cycle and be able to apply them to digital projects	
<p><b>Life cycle stage: Research and familiarisation</b></p> <ul style="list-style-type: none"> <li>• Explore and understand the initial client request/project brief.</li> <li>• Carry out research relating to the specific context and market environment, including:             <ul style="list-style-type: none"> <li>◦ common problems and risks</li> <li>◦ current uses of hardware and software within the identified context</li> <li>◦ newly emerging technologies</li> <li>◦ existing or potential solutions and how these meet different user needs</li> <li>◦ industry/situational-specific guidelines and regulations.</li> </ul> </li> <li>• Identify shortfalls in own skills and knowledge and plan learning opportunities to make up for these shortfalls.</li> </ul> <p><b>Life cycle stage: Planning and requirement analysis</b></p> <ul style="list-style-type: none"> <li>• Identify business requirements such as new software and amending/increasing security.</li> <li>• Assess the measurable value of the proposed solution in relation to:             <ul style="list-style-type: none"> <li>◦ the user</li> <li>◦ the client/business.</li> </ul> </li> <li>• Apply computational thinking (decomposition, pattern recognition and abstraction) to split the problem into discrete objects.</li> <li>• Define the functional and non-functional requirements of the solution.</li> <li>• Define the key performance indicators (KPIs) of the solution.</li> <li>• Identify the performance constraints in digital projects.</li> <li>• Create user acceptance criteria.</li> <li>• Schedule projects (tasks, subtasks, milestones).</li> <li>• Allocate appropriate resources to digital projects.</li> </ul>	<p><b>E1 E2 E3 E4 E5 M2 M6 M7 M8 M9 M10 D1 D2 D3 D4</b></p>

## What students need to learn

### 1.1 Understand the stages of the software development life cycle and be able to apply them to digital projects *continued*

- Estimate costs of digital projects.
- Choose programming language(s) for digital projects based on key criteria, including:
  - suitability for the proposed task
  - organisational policy
  - scalability
  - security
  - availability of trained staff
  - costs
  - reliability.
  - Identify risks and explore ways to mitigate these risks.

#### **Life cycle stage: Performing a user analysis**

- Select and use business analysis models to aid problem solving, including:
  - user stories
  - activity diagrams
  - mind maps
  - product road maps
  - process diagrams
  - entity relationship diagrams.

#### **Life cycle stage: Designing the product**

- Create interface designs.
- Plan how to solve key problems (design algorithms).
- Create data requirement designs.
- Create a proof of concept.
- Produce initial testing schedule.

#### **Life cycle stage: Developing and testing the product**

- Create a prototype.
- Plan and implement appropriate testing, including:
  - module testing
  - system integration testing
  - automated testing
  - user testing and feedback.

#### **Life cycle stage: Deploying/implementing the product**

- Install and configure the product.
- Update the product.

#### **Life cycle stage: Maintenance**

- Provide system support.
- Provide user support.
- Carry out bug fixing.
- Arrange/carry out user training.

What students need to learn	
<b>1.1 Understand the stages of the software development life cycle and be able to apply them to digital projects</b> <i>continued</i>	
<ul style="list-style-type: none"> <li>• Release updates to enhance the product.</li> <li>• Understand the value to the organisation of the digital product and the role the software development life cycle plays.</li> </ul>	
<b>1.2 Understand the roles and responsibilities of the digital team within the software development life cycle</b>	
<ul style="list-style-type: none"> <li>• Product owner/client – sets and communicates the requirements of the product.</li> <li>• Scrum master – facilitates the team to maintain team cohesion, ensuring the team has access to resources they require.</li> <li>• Technical lead – provides the technical guidance and support for the project team.</li> <li>• Project manager – plans, organises and manages (budget, scope, schedule, risk and quality) on all phases of a project.</li> <li>• Software development team: <ul style="list-style-type: none"> <li>○ systems analyst – analyses the current system and provides the requirements for the new system; uses the requirements to design the new software solution.</li> <li>○ UX/UI designer – interviews users, researches market data and gathers findings to design the user interface.</li> <li>○ software developer/engineer – uses the designs to create and maintain a working solution that is usable, secure and stable.</li> <li>○ operations engineer – ensures the stability of the product.</li> <li>○ security engineer – ensures the security of the product.</li> </ul> </li> <li>• Software testers – responsible for the quality assurance of the software and development.</li> </ul>	<b>E4 E5</b>
<b>1.3 Understand the key features of, and be able to select, appropriate project methodologies when developing a software solution</b>	
<p><b>Key features of Agile:</b></p> <ul style="list-style-type: none"> <li>• Incremental delivery model: <ul style="list-style-type: none"> <li>○ sprint</li> <li>○ epic</li> <li>○ story</li> <li>○ spikes.</li> </ul> </li> <li>• Emphasis on producing high-quality products, with initially limited functionality.</li> <li>• Each increment delivers additional functionality.</li> <li>• Requirements can be continually altered throughout the project.</li> <li>• Can lack formal documentation.</li> </ul>	<b>E5 D1 D3 D6</b>

## What students need to learn

### 1.3 Understand the key features of, and be able to select, appropriate project methodologies when developing a software solution *continued*

- Users/clients see working products at each iteration.
- Cost-effective method to get an initial product to market.
- Cancelled/partially completed projects will still result in some usable code/product(s).

#### **Key features of Scaled Agile:**

- Expanded incremental delivery model:
  - sprint
  - epic
  - story
  - spikes
  - product increments.
- Emphasis on producing high-quality products with initially limited functionality.
- Each increment delivers additional functionality.
- Requirements can be continually altered throughout the project.
- Provides cohesive reporting.
- Users/clients see working products at each iteration.
- Cost-effective method to get an initial product to market.
- Cancelled/partially completed projects will still result in some usable code/product(s).
- Final iteration focuses on stability.

#### **Key features of Waterfall:**

- Rigidly structured with systematic steps.
- Progress measured through the number of artefacts completed.
- High initial costs with slower return on investment.
- Products cancelled during early stages may result in no usable code/product(s).
- Limited user/client interaction.
- High importance placed on documentation.

#### **Key features of Rapid Application Development (RAD)**

- Focus on quick creation of prototypes, which are systematically improved.
- Emphasis on developing all features first and quality second.
- Users/clients may see only partially working products or mock-ups during early iterations.
- Relies heavily on reuse of previously developed code.
- Suitable for small- to medium-scale projects.



## What students need to learn

### 1.3 Understand the key features of, and be able to select, appropriate project methodologies when developing a software solution *continued*

#### Key features of LEAN:

- Emphasis on reducing 'waste' in software (and projects), which may include:
  - unnecessary or incorrect features
  - repeated tasks
  - unnecessarily complex solutions
  - ineffective communication
  - unnecessary changes.
- Decisions are made last minute to reduce chance of waste.
- Short iteration cycles with fast delivery of working versions.
- Emphasis is placed on producing iterations that are fit for use, and not specifically in delivering all features or requirements.
- Suitable for projects with small teams and when resources are limited.
- Understand features and approaches of user-centred design (UCD) and how it is used within a software development life cycle:
  - considerations for UCD:
    - Who is the user?
    - What does the user want to achieve by using the product?
    - How does the user interact with the product?
    - When does the user interact with the product?
    - Why is the product being used?
    - What is the user experience?
  - characteristics of UCD (empathetic, iterative, interdisciplinary).
  - stages of the UCD iterative approach:
    - Understand the context of use.
    - Specify the user requirements.
    - Design the solution.
    - Assess against requirements.

What students need to learn	
1.4 Understand and define the functional and non-functional requirements of a software solution	
<ul style="list-style-type: none"> <li>• Understand the concept of 'secure by design' and how this influences the decisions made regarding functional and non-functional requirements.</li> <li>• Understand and define functional requirements of a software solution:             <ul style="list-style-type: none"> <li>○ the inputs required</li> <li>○ the data needed</li> <li>○ the data processing that must take place</li> <li>○ the logic of the system</li> <li>○ the deployment and usage platforms for the software.</li> </ul> </li> <li>• Understand and define non-functional requirements of a software solution in terms of:             <ul style="list-style-type: none"> <li>○ security considerations</li> <li>○ required accessibility features</li> <li>○ scalability requirements</li> <li>○ key performance indicators and metrics in relation to:                 <ul style="list-style-type: none"> <li>– responsiveness</li> <li>– load handling</li> <li>– reliability</li> </ul> </li> <li>○ user acceptance criteria.</li> </ul> </li> <li>• Understand the use of 'spike testing' as an early product-testing method to establish requirements and determine the extent of the problem and the required scope of a software solution.</li> </ul>	<b>E1 E5</b> <b>M2 M6</b> <b>M7 M8</b> <b>D2 D3</b> <b>D6</b>
1.5 Investigate the current and potential uses of emerging technologies and how they impact on industries	
<p>Investigate the impact on software development of emerging technologies such as:</p> <ul style="list-style-type: none"> <li>• operational technology (OT)</li> <li>• artificial intelligence (AI) and virtual intelligence (VI)</li> <li>• conversational AI</li> <li>• the Internet of Things (IoT)</li> <li>• machine learning</li> <li>• object recognition</li> <li>• biometrics</li> <li>• computer vision</li> <li>• robotics</li> <li>• cloud services and platforms</li> <li>• blockchain</li> <li>• data lakes and data warehousing</li> <li>• drones</li> <li>• 3D printing</li> <li>• 5G networks.</li> </ul>	<b>E1 E2</b> <b>E3 E4</b>

## What students need to learn

### 1.6 Identify and be able to address personal training needs that can boost job performance during the software development process

<ul style="list-style-type: none"><li>• Ensure the software developer is able to complete the required solution:<ul style="list-style-type: none"><li>○ Identify what further knowledge is needed.</li><li>○ Identify what new skills are needed.</li><li>○ Determine if the software developer has the ability needed to complete the required solution.</li></ul></li><li>• Use different methods to address the personal training needs required to enable completion of the project:<ul style="list-style-type: none"><li>○ Undertake coaching from a professional or peer.</li><li>○ Learn new skills on the job.</li><li>○ Carry out self-study.</li><li>○ Use online professional forums.</li><li>○ Sign up to internet workshops for additional training.</li></ul></li></ul>	<b>E5 E6 D1 D3 D6</b>
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## 2 Apply ethical principles and manage risks in line with legal and regulatory requirements when developing software

What students need to learn	
2.1 Investigate the legal and regulatory requirements that apply to developing software	
<ul style="list-style-type: none"> <li>Investigate and apply legal and regulatory considerations appropriate to the context and market environment in which they are developing software: <ul style="list-style-type: none"> <li>intellectual property rights and licenses</li> <li>consumer protection</li> <li>age ratings and classifications</li> <li>advertising laws</li> <li>data protection and privacy</li> <li>copyright and patent</li> <li>gambling legislation</li> <li>responsibilities concerning staff and employment practices</li> <li>territorial restrictions</li> <li>system security</li> <li>equality and diversity.</li> </ul> </li> <li>Investigate and apply standards for software development: <ul style="list-style-type: none"> <li>ISO/IEC/IEEE 90003:2018</li> <li>W3C.</li> </ul> </li> <li>Investigate and consider ethical implications that apply to software development: <ul style="list-style-type: none"> <li>codes of conduct</li> <li>professional practice</li> <li>software licensing</li> <li>inclusion and diversity.</li> </ul> </li> </ul>	<b>E5</b> <b>M4 M5</b> <b>M6</b> <b>D1 D5</b> <b>D6</b>
2.2 Identify and manage risks that apply to software development	
<ul style="list-style-type: none"> <li>Assess the potential risks associated with a developing a software product appropriate to the context and market environment in which it is being developed in terms of: <ul style="list-style-type: none"> <li>data and system security (malicious vs accidental damage)</li> <li>compatibility with other systems</li> <li>speed of development</li> <li>meeting functional and non-functional requirements</li> <li>meeting key performance indicators (KPIs)</li> <li>legal and ethical considerations</li> <li>user engagement</li> <li>product reach</li> <li>assessment of risk (likelihood vs seriousness)</li> <li>potential impact of risk</li> <li>potential ways to mitigate identified risks</li> <li>contingency planning</li> <li>ongoing monitoring</li> </ul> </li> </ul>	<b>E5</b> <b>M4 M5</b> <b>M6</b> <b>D1 D5</b> <b>D6</b>

## What students need to learn

### 2.2 Identify and manage risks that apply to software development continued

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Investigate policies and procedures that apply to software development to manage and mitigate risks:<ul style="list-style-type: none"><li>○ backup</li><li>○ security</li><li>○ confidentiality, integrity and availability (CIA)</li><li>○ personnel, skills and training</li><li>○ business continuity planning</li><li>○ disaster recovery planning.</li></ul></li><li>• Be able to make and justify software development decisions and recommendations based on effective assessment of risk vs reward in relation to the context and market environment in which they are developing software.</li></ul> |  |
|---|--|

### 3 Discover, evaluate and apply reliable sources of knowledge

What students need to learn	
3.1 Understand and evaluate the reliability of different sources of knowledge	
<ul style="list-style-type: none"> <li>• Use different sources to find reliable information:               <ul style="list-style-type: none"> <li>○ Use search engines to find reliable websites.</li> <li>○ Read wikis.</li> <li>○ Read blogs.</li> <li>○ Read academic papers.</li> <li>○ Talk to peers.</li> <li>○ Join forums.</li> <li>○ Look at code comments.</li> <li>○ Use code repositories.</li> </ul> </li> <li>• Evaluate the reliability of different sources:               <ul style="list-style-type: none"> <li>○ Reputation – find out who the author is and whether they are credible.</li> <li>○ Understand bias – sources written by a particular individual/organisation.</li> <li>○ Look at the evidence used to support the content of the digital source.</li> <li>○ Cross-referencing/triangulation – compare to other sources.</li> <li>○ Check how current the content is – note the date website was last updated.</li> </ul> </li> </ul>	<b>E1 E4</b> <b>E5 E6</b> <b>M2 M4</b> <b>M6 M7</b> <b>M8</b> <b>D1 D3</b> <b>D4 D5</b> <b>D6</b>
3.2 Select and use techniques to obtain qualitative and quantitative data to be able to evaluate software solutions	
<ul style="list-style-type: none"> <li>• Use verbal feedback (formal and informal).</li> <li>• Create and deliver surveys/questionnaires.</li> <li>• Select and use performance and use data.</li> <li>• Conduct user observation and complete observation records.</li> <li>• Create a focus group that represents a cross-section of the target audience.</li> <li>• Conduct interviews to gather individual thoughts on a software solution.</li> <li>• Use peer mentoring.</li> <li>• Use formal line management and appraisal procedures.</li> </ul>	<b>E1 E4</b> <b>E5 E6</b> <b>M2 M4</b> <b>M6 M7</b> <b>M8</b> <b>D1 D3</b> <b>D4 D5</b> <b>D6</b>

## 4 Design

What students need to learn	
4.1 Understand the use of common design approaches	
<ul style="list-style-type: none"> <li>• Be able to use critical thinking in order to select appropriate design approaches when developing a software product, and apply them within a larger project methodology.</li> <li>• Understand features and approaches of function-orientated (top-down) design:             <ul style="list-style-type: none"> <li>◦ how data flows through the system</li> <li>◦ systems made up of many sub-systems (functions)</li> <li>◦ data flow diagrams to show how each function handles or changes the data</li> <li>◦ problems broken down logically (divide and conquer), based on what each function should do within the whole system.</li> </ul> </li> <li>• Understand features and approaches of object-oriented programming (OOP) design:             <ul style="list-style-type: none"> <li>◦ core concept of making code reusable through standard OOP structures (methods, classes, objects/instances)</li> <li>◦ characteristics of OOP (encapsulation, data abstraction, polymorphism and inheritance)</li> <li>◦ common OOP design patterns (creational, structural, behavioural).</li> </ul> </li> <li>• Understand features and approaches of data model design:             <ul style="list-style-type: none"> <li>◦ visualisation of the data needed and how it will be organised</li> <li>◦ common data models (conceptual, logical, physical, hierarchical relational)</li> <li>◦ common data modelling tools:                 <ul style="list-style-type: none"> <li>– entity-relationship model (ER model)</li> <li>– Unified Modeling Language (UML).</li> </ul> </li> </ul> </li> <li>• Understand features and approaches of test-driven development (TDD):             <ul style="list-style-type: none"> <li>◦ core concept that each new feature starts by writing a test that defines the improvements or function of that feature</li> <li>◦ common approaches to test-driven development:                 <ul style="list-style-type: none"> <li>– add a test</li> <li>– run all tests until the new test fails</li> <li>– write some code</li> <li>– run tests and refactor code</li> <li>– repeat.</li> </ul> </li> </ul> </li> </ul>	<b>E1 E2</b> <b>E3 E4</b> <b>E5</b> <b>M1 M2</b> <b>M3 M4</b> <b>M5 M6</b> <b>M7 M8</b> <b>M10</b> <b>D1 D2</b> <b>D4 D6</b>

What students need to learn	
4.1 Understand the use of common design approaches <i>continued</i>	
<ul style="list-style-type: none"> <li>Understand features and approaches of behaviour-driven development (BDD):             <ul style="list-style-type: none"> <li>core concept that development is informed by the required behaviour of a software unit which is specified before coding starts</li> <li>desired behaviours must have business value and relate to specified requirements</li> <li>common behaviour specification structure (title, narrative, acceptance criteria).</li> </ul> </li> <li>Understand features and approaches of functional design:             <ul style="list-style-type: none"> <li>core concept that a program is built and structured as a set series of modules that perform a single defined process/function</li> <li>characteristics of functional programming (recursion, closures, first class functions, higher order functions, anonymous functions, currying)</li> <li>common components of functional design (arguments, statements, blocks, procedures, functions/sub-routines).</li> </ul> </li> </ul>	
4.2 Understand and select platforms used for source code and content management	
<ul style="list-style-type: none"> <li>Understand the features of different software development platforms used at different stages of developing a software product:             <ul style="list-style-type: none"> <li>coding</li> <li>repositories</li> <li>branching</li> <li>building</li> <li>testing</li> <li>deployment.</li> </ul> </li> <li>Understand the differences between proprietary and open source platforms and how these may affect software design.</li> <li>Understand the process required to manage the development workflow (Git flow, GitHub flow).</li> <li>Understand the differences between different platforms and be able to make informed decisions about which to use and when, in relation to:             <ul style="list-style-type: none"> <li>target audience</li> <li>budget</li> <li>technical features</li> <li>staff and training</li> <li>ease/speed of development</li> <li>platform updates</li> <li>security</li> <li>reliability</li> <li>performance</li> <li>compatibility.</li> </ul> </li> </ul>	<b>E1 E3</b> <b>E5</b> <b>M10</b> <b>D1 D2</b> <b>D3 D4</b> <b>D5 D6</b>



## What students need to learn

### 4.3 Understand and be able to design a software solution

<ul style="list-style-type: none"> <li>• Understand and apply user experience (UX) design principles:             <ul style="list-style-type: none"> <li>○ consistency to ensure a product is intuitive for the user, aesthetically pleasing and promotes brand recognition</li> <li>○ information hierarchy to navigate the product more easily</li> <li>○ visual hierarchy to enable more important content to stand out</li> <li>○ confirmation to ensure the user is aware of any actions performed and their impact</li> <li>○ user control to allow navigation of the product, efficient workflow and error correction</li> <li>○ accessibility to ensure the product is appropriate for a wide range of users.</li> </ul> </li> <li>• Understand and apply user interface (UI) design principles:             <ul style="list-style-type: none"> <li>○ wireframes</li> <li>○ style guides</li> <li>○ clickable prototype.</li> </ul> </li> <li>• Understand the features of content management systems and how they are used during design and development:             <ul style="list-style-type: none"> <li>○ search engine optimisation (SEO)</li> <li>○ page/screen management</li> <li>○ social media integration</li> <li>○ analytics tools</li> <li>○ workflow management</li> <li>○ publishing controls</li> <li>○ security features and management</li> <li>○ versioning and rollback</li> <li>○ content repositories</li> <li>○ open APIs</li> <li>○ multilingual support</li> <li>○ support.</li> </ul> </li> <li>• Create program designs using accepted conventions:             <ul style="list-style-type: none"> <li>○ pre-defined code</li> <li>○ flowcharts using standard BCS symbols</li> <li>○ pseudocode</li> <li>○ control structures (sequence, selection/branching, iteration)</li> <li>○ data types</li> <li>○ data validation</li> <li>○ data structures.</li> </ul> </li> </ul>	<b>E1 E2</b> <b>E3 E4</b> <b>E5</b> <b>M1 M2</b> <b>M3 M4</b> <b>M5 M6</b> <b>M7 M8</b> <b>M10</b> <b>D1 D2</b> <b>D3 D4</b> <b>D6</b>
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## What students need to learn

### 4.3 Understand and be able to design a software solution *continued*

- Understand considerations when selecting assets (graphics, audio, video, code) to be used in software design, including:
  - file types
  - file size
  - compression
  - streamed or encoded audio
  - streamed or embedded video
  - use of metadata
  - quality required
  - bandwidth and storage available
  - target platform.
- Understand the features of different target platforms and how they affect the design and development of a software solution:
  - operating systems
  - file systems
  - server and other infrastructure (physical, virtual)
  - programming language stack
  - mobile and web.
- Understand how and when to use databases to support software solutions:
  - user management
  - e-commerce tasks (stock, order processing, page personalisation)
  - diagnostics
  - performance analysis.
- Create database designs to support software solutions using:
  - data dictionary/library
  - entity relationship diagram (ERD)
  - normalisation to third normal form.
- Identify and understand network integration points:
  - which data is processed locally, e.g. user input for a computer game
  - which data is processed remotely, e.g. actions of all players in multi-player environments
  - how data is transferred between local and remote sources, e.g. remote system calls
  - how local and remote systems will be connected, e.g. type of network, combination of networks
  - system boundaries to identify which tasks are carried out locally or remotely
  - which external systems to integrate with, e.g. OPTA for sports data.

## 5 Create solutions in a social and collaborative environment

What students need to learn	
5.1 Understand the reasons for using collaborative techniques	
<ul style="list-style-type: none"> <li>• Use team working on common projects that allows for:               <ul style="list-style-type: none"> <li>○ a reduction in development time</li> <li>○ better communication</li> <li>○ sharing of knowledge</li> <li>○ development of software development skills</li> <li>○ code reviews                   <ul style="list-style-type: none"> <li>– paired programming</li> <li>– informal walkthroughs</li> <li>– formal inspections.</li> </ul> </li> </ul> </li> <li>• Understand when to collaborate and when working independently is more appropriate.</li> </ul>	<b>E5</b> <b>M10</b> <b>D1 D3</b>
5.2 Understand and be able to select appropriate technologies used in a social and collaborative environment	
<ul style="list-style-type: none"> <li>• Collaborative technologies to aid working as part of a team:               <ul style="list-style-type: none"> <li>○ communication (e.g. email, instant messaging)</li> <li>○ resource management (e.g. cloud storage, back-up, synchronisation)</li> <li>○ knowledge (collaboration hubs, wikis, community forums, news sites)</li> <li>○ documentation for technical and non-technical audiences.</li> </ul> </li> <li>• Code collaboration technologies.</li> <li>• Version control.</li> <li>• Source control.</li> <li>• Integrated Development Environments (IDEs).</li> </ul>	<b>E5</b> <b>M10</b> <b>D1 D3</b> <b>D6</b>

## 6 Implement a solution using at least two appropriate languages

What students need to learn	
6.1 Select and use languages to create a software solution for a software project appropriate to the context and market environment in which they are developing software	
<ul style="list-style-type: none"> <li>• Select and use at least two appropriate languages to implement front-end and back-end solutions: <ul style="list-style-type: none"> <li>○ Python</li> <li>○ C, C# and C++</li> <li>○ Javascript</li> <li>○ Java</li> <li>○ Go</li> <li>○ Kotlin</li> <li>○ PHP</li> <li>○ SQL</li> <li>○ MongoDB/MQL</li> <li>○ Node.js.</li> </ul> </li> <li>• Be able to select tools and techniques to embed front-end and back-end solutions into a single usable artefact as appropriate to the chose solution such as: <ul style="list-style-type: none"> <li>○ frameworks and runtime environments (Node.JS Angular, Django, Bootstrap, Flask)</li> <li>○ use of GUI components</li> <li>○ embedding code/scripts within HTML5 and CSS</li> <li>○ compiling/packaging.</li> </ul> </li> <li>• Be able to select and use appropriate application programming interfaces (APIs), packages, modules and libraries to add functionality and compatibility as appropriate to the chosen solution: <ul style="list-style-type: none"> <li>○ generating dynamic page content</li> <li>○ containerisation</li> <li>○ stateful vs stateless components</li> <li>○ form handling</li> <li>○ file and data handling: <ul style="list-style-type: none"> <li>– handle local files</li> <li>– create, open, read, write, delete and close files on a server</li> <li>– send and receive cookies</li> <li>– add, delete and modify data in a database</li> </ul> </li> <li>○ interface components</li> <li>○ media content</li> <li>○ adaptive/responsive layout</li> <li>○ working with existing applications, operating systems, cloud-based and traditional platforms</li> <li>○ working with specific devices</li> <li>○ communication over a network</li> <li>○ infrastructure as code</li> <li>○ security features: <ul style="list-style-type: none"> <li>– controlling user-access</li> </ul> </li> </ul> </li> </ul>	<p><b>E5</b></p> <p><b>M1 M2</b></p> <p><b>M3 M4</b></p> <p><b>M5 M6</b></p> <p><b>M7 M8</b></p> <p><b>M10</b></p> <p><b>D1 D2</b></p> <p><b>D3 D4</b></p> <p><b>D6</b></p>

- encrypting data.	
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What students need to learn	
6.1 Select and use languages to create a software solution for a software project appropriate to the context and market environment in which they are developing software <i>continued</i>	
<ul style="list-style-type: none"> <li>• Understand the use of continuous integration pipelines and how they can be used to build and deliver software solutions:             <ul style="list-style-type: none"> <li>○ the concept of 'continuous integration – continuous deployment' (CI/CD)</li> <li>○ common stages of continuous integration pipelines:                 <ul style="list-style-type: none"> <li>- source code control</li> <li>- build automation</li> <li>- unit test automation</li> <li>- deployment automation</li> <li>- monitoring.</li> </ul> </li> </ul> </li> <li>• Use common coding conventions:             <ul style="list-style-type: none"> <li>○ naming conventions</li> <li>○ code annotations/commenting</li> <li>○ modularisation</li> <li>○ structure/indentation</li> <li>○ version control.</li> </ul> </li> <li>• Use good practice when developing digital products (twelve factor principles):             <ul style="list-style-type: none"> <li>○ One codebase tracked in revision control, many deploys.</li> <li>○ Explicitly declare and isolate dependencies.</li> <li>○ Store config in the environment.</li> <li>○ Treat backing services as attached resources.</li> <li>○ Strictly separate build and run stages.</li> <li>○ Execute the app as one or more stateless processes.</li> <li>○ Export services via port binding.</li> <li>○ Scale out via the process model.</li> <li>○ Maximise robustness with fast start-up and graceful shutdown.</li> <li>○ Keep development, staging and production as similar as possible.</li> <li>○ Treat logs as event streams.</li> <li>○ Run admin/management tasks as one-off processes.</li> </ul> </li> </ul>	

## What students need to learn

### 6.2 Select and use appropriate tools and features to create user interfaces that apply user experience (UX) design principles

<ul style="list-style-type: none"><li>• Be able to select and use appropriate user interface features:<ul style="list-style-type: none"><li>○ images and animation</li><li>○ audio</li><li>○ effects</li><li>○ interactions:<ul style="list-style-type: none"><li>– user input</li><li>– output/user feedback</li><li>– textual</li><li>– graphical</li><li>– audio</li><li>– haptic</li></ul></li><li>○ data visualization:<ul style="list-style-type: none"><li>– dashboard</li><li>– graphing</li><li>– data presentation.</li></ul></li></ul></li><li>• Be able to select and use appropriate user interface techniques:<ul style="list-style-type: none"><li>○ layout grids</li><li>○ layout and use of space</li><li>○ font selection and typesetting</li><li>○ letter spacing</li><li>○ line spacing</li><li>○ justification</li><li>○ use of colour and contrast</li><li>○ input focus</li><li>○ hover controls.</li></ul></li><li>• Be able to make appropriate design decisions, with consideration of:<ul style="list-style-type: none"><li>○ browser support</li><li>○ target device/platform</li><li>○ user characteristics</li><li>○ available bandwidth</li><li>○ style and branding</li><li>○ accessibility</li><li>○ user input method, including:<ul style="list-style-type: none"><li>– voice</li><li>– text</li><li>– touch screen</li><li>– mouse.</li></ul></li></ul></li></ul>	<b>E5</b> <b>M1 M4</b> <b>M7 M8</b> <b>M10</b> <b>D1 D2</b> <b>D6</b>
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## What students need to learn

### 6.3 Connect code to data sources as part of a software project

<ul style="list-style-type: none"> <li>• Create data sources to support software solutions using a database.</li> <li>• Connect to data sources using different connections: <ul style="list-style-type: none"> <li>◦ application programming interface (API): <ul style="list-style-type: none"> <li>– types of requests and request methods</li> <li>– endpoints</li> <li>– retrieving and parsing data</li> <li>– displaying data</li> <li>– API keys</li> </ul> </li> <li>◦ Java database connectivity (JDBC) <ul style="list-style-type: none"> <li>– core API (application programming interface)</li> <li>– driver manager</li> <li>– connection statement</li> <li>– prepared statement</li> <li>– result set</li> <li>– SQL queries</li> </ul> </li> <li>◦ open database connectivity (ODBC) <ul style="list-style-type: none"> <li>– application</li> <li>– driver manager</li> <li>– driver</li> <li>– data source</li> </ul> </li> <li>◦ connection method <ul style="list-style-type: none"> <li>– database name or data source</li> <li>– credentials – username/password</li> <li>– optional parameters</li> </ul> </li> <li>◦ extracting data</li> <li>◦ storing data</li> <li>◦ updating data</li> <li>◦ deleting data</li> <li>◦ connecting to network resources, using tools within the development environment.</li> </ul> </li> <li>• Be able to select and use data sources and connection methods appropriate to the context and market environment in which they are developing software.</li> </ul>	<b>E5</b> <b>M4 M5</b> <b>M6 M10</b> <b>D1 D3</b> <b>D4 D5</b> <b>D6</b>
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### 6.4 Select and use deployment methods for a software project

<p>Use suitable deployment methods such as:</p> <ul style="list-style-type: none"> <li>• local installation</li> <li>• network/server installation</li> <li>• mobile platforms</li> <li>• web-based platforms</li> <li>• cloud-based platforms</li> <li>• containerisation</li> <li>• container scheduling platforms.</li> </ul>	<b>E5</b> <b>M5 M6</b> <b>M10</b> <b>D1 D4</b> <b>D6</b>
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## 7 Test a software solution

What students need to learn	
7.1 Understand, select and apply functional, non-functional and front-end testing	
<p>Be able to select and carry out appropriate functional, non-functional and front-end testing relevant to the component or product being tested and the stage within the software development life cycle.</p> <ul style="list-style-type: none"> <li>• Functional testing: <ul style="list-style-type: none"> <li>○ unit testing</li> <li>○ smoke testing</li> <li>○ integration testing</li> <li>○ system testing.</li> </ul> </li> <li>• Non-functional testing: <ul style="list-style-type: none"> <li>○ availability testing</li> <li>○ compatibility testing</li> <li>○ configuration testing</li> <li>○ load testing.</li> </ul> </li> <li>• Front-end testing to check: <ul style="list-style-type: none"> <li>○ code/script performance and functionality</li> <li>○ browser compatibility</li> <li>○ operating system compatibility</li> <li>○ cross-browser performance</li> <li>○ formatting and rendering</li> <li>○ loading times</li> <li>○ responsiveness.</li> </ul> </li> <li>• Security testing: <ul style="list-style-type: none"> <li>○ vulnerability scanning</li> <li>○ static analysis</li> <li>○ dynamic analysis</li> <li>○ integration analysis.</li> </ul> </li> </ul>	<p><b>E1 E4 E5 E6 M2 M4 M5 M6 M8 M10 D1 D2 D4 D6</b></p>
7.2 Understand, select and apply testing techniques	
<ul style="list-style-type: none"> <li>• Acceptance testing.</li> <li>• Alpha testing.</li> <li>• Beta testing.</li> <li>• Black box testing.</li> <li>• White box testing/structural testing.</li> </ul>	<p><b>E1 E4 E5 E6 M2 M4 M5 M6 M8 M10 D1 D2 D4 D6</b></p>



## What students need to learn

### 7.3 Select appropriate tests and test data to test the functionality of software

Be able to devise and apply an appropriate test plan to ensure software is functional.

- Purpose of the identified test.
- Test data:
  - valid test data
  - invalid test data
  - valid extreme test data
  - invalid extreme test data
  - erroneous test data.
- Pre-requisite to each test.
- Expected test results.
- Update the plan to include:
  - actual results
  - changes made
  - retests/regression testing following changes.

**E1 E4  
E5 E6  
M2 M4  
M5 M6  
M8  
M10  
D1 D2  
D4 D6**

## 8 Change, maintain and support software

What students need to learn	
8.1 Understand the changing nature of digital products and the factors that drive change	
<p>Understand how business-driven development affects the types of maintenance to be performed:</p> <ul style="list-style-type: none"> <li>• To prevent identified and foreseeable issues such as: <ul style="list-style-type: none"> <li>◦ changes to regulatory requirements</li> <li>◦ compatibility with new products or technology</li> <li>◦ changes in business process</li> <li>◦ release of a new product/service.</li> </ul> </li> <li>• To correct unforeseen or previously unpreventable errors such as: <ul style="list-style-type: none"> <li>◦ new vulnerabilities due to changes in other products or systems (zero-day)</li> <li>◦ targeted attack</li> <li>◦ data corruption</li> <li>◦ system failures.</li> </ul> </li> <li>• Iterative development of digital products to maintain relevance: <ul style="list-style-type: none"> <li>◦ review following user/client feedback</li> <li>◦ developments in technology</li> <li>◦ competition with other organisations</li> <li>◦ the need to improve efficiency</li> <li>◦ the need to future proof products.</li> </ul> </li> </ul>	<b>E1 E2 E3 E5 D3 D6</b>
8.2 Understand the stages involved in the software change management process	
<ul style="list-style-type: none"> <li>• Identify issues/changes made during the feedback/review process.</li> <li>• Document developments and changes in a software project.</li> <li>• Communicate with different audiences: <ul style="list-style-type: none"> <li>◦ technical</li> <li>◦ non-technical.</li> </ul> </li> <li>• Plan the changes required.</li> <li>• Schedule the changes.</li> <li>• Carry out regression testing.</li> <li>• Control and release updated products: <ul style="list-style-type: none"> <li>◦ planned</li> <li>◦ reactive.</li> </ul> </li> </ul>	<b>E1 E2 E3 E5 M6 M10 D1 D3 D6</b>
8.3 Understand how to maintain code as part of a larger team.	
<p>Understand and apply good coding principles when developing, adapting and maintaining code:</p> <ul style="list-style-type: none"> <li>• separating code and using modularity</li> <li>• readability</li> <li>• use of common/accepted coding conventions</li> <li>• informative commenting/annotation within the code</li> <li>• updating change logs and other documentation.</li> </ul>	<b>E1 E4 E5 E6 M2 M4 M5 M6 M8 M10 D1 D2 D3 D4 D6</b>

## What students need to learn

### 8.4 Understand how to support software users

<ul style="list-style-type: none"> <li>• Be able to communicate with technical and non-technical audiences, using appropriate tone and levels of technical vocabulary through:             <ul style="list-style-type: none"> <li>○ face-to-face communication</li> <li>○ remote conferencing</li> <li>○ written communication:                 <ul style="list-style-type: none"> <li>– blogs</li> <li>– formal reports</li> <li>– technical documentation</li> <li>– release notes</li> <li>– user guides/help files</li> <li>– FAQs</li> </ul> </li> <li>○ visual and audio communication                 <ul style="list-style-type: none"> <li>– user demonstrations</li> <li>– screencast videos</li> <li>– narration (recorded voice, text-to-speech)</li> </ul> </li> <li>○ machine-readable application programming interface (API) contact.</li> </ul> </li> <li>• Apply systematic processes to users and resolve issues:             <ul style="list-style-type: none"> <li>○ identify or replicate the issue</li> <li>○ investigate the possible cause of issues:                 <ul style="list-style-type: none"> <li>– user error</li> <li>– system error</li> <li>– application error</li> <li>– security breach.</li> </ul> </li> </ul> </li> <li>• Apply testing techniques to:             <ul style="list-style-type: none"> <li>○ identify errors in the system/code</li> <li>○ make changes to the system/code as required</li> <li>○ ensure error does not return</li> <li>○ ensure no additional issues have been caused as a result of the changes made.</li> </ul> </li> <li>• Communicate how and when the issue was resolved to appropriate stakeholders.</li> <li>• Document lessons learned.</li> </ul>	<b>E1 E4</b> <b>E5 E6</b> <b>M2 M4</b> <b>M5 M6</b> <b>M8</b> <b>M10</b> <b>D1 D2</b> <b>D3 D4</b> <b>D6</b>
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## **Resources for the delivery of the Occupational Specialist Component content**

For the Occupational Specialist Component, the following resources are required:

- IDE and debuggers appropriate to the chosen languages
- automated testing tools for:
  - UI testing
  - performance testing
  - load/stress testing
  - compatibility testing
- access to communication, collaboration and data collection tools, including:
  - online code repositories (such as GitHub)
  - forums (e.g. stack overflow)
  - questionnaire/survey tools (e.g. Google forms, SurveyMonkey)
  - email
- access to online third-party digital content (e.g. video and graphics)
- screencasting and video editing software
- microphones and headphones.

## **Scheme of Assessment – Occupational Specialist Component**

The *Level 3 T Level Technical Qualification in Digital Production, Design and Development* includes a single Occupational Specialist Component. Therefore, there is a single synoptic assessment for the Occupational Specialist Component, which is an extended 'design, development and implementation' project. The synoptic element of the project is important in order to ensure that students are able to demonstrate threshold competence; this is the principal reason why the occupational specialism is assessed via a single extended project assessment to ensure that students are able to evidence all the skills required by the Performance Outcomes.

The Occupational Specialist Component consists of a number of activities grouped into four substantive tasks.

Each task will be completed during a window set by Pearson, during which you will schedule supervised assessment sessions. In some cases, tasks will also involve opportunities for unsupervised activities, where the requirements of the skills being assessed make this necessary.

## Occupational Specialism Project – Digital Production, Design and Development

**Externally assessed project: 67 hours**

**145 marks**

### Performance Outcomes

In this unit, students will:

**PO1:** analyse a problem to define requirements and acceptance criteria, aligned to user needs

**PO2:** design, implement and test software

**PO3:** change, maintain and support software

**PO4:** create solutions in a social and collaborative environment

**PO5:** discover, evaluate and apply reliable sources of knowledge

**PO6:** apply ethical principles and manage risks in line with legal and regulatory requirements when developing software.

### Assessment overview

There are four parts to the assessment:

**Task 1:** Analysing the problem and designing a solution.

**Task 2:** Developing the solution.

**Task 3a:** Gathering feedback to inform future development.

**Task 3b:** Evaluating feedback to inform further development.

Students will respond to a given scenario to complete a substantial Digital Production, Design and development project. Students will be assessed on their application of the skills listed for the Performance Outcomes.

The tables below show each assessment area of a typical Occupational Specialist project and the relevant skills that the project will target.

Students will not be assessed against specific 'knowledge' outcomes but will be expected to draw on and apply related knowledge to ensure appropriate outcomes when applying the skills in response to an assessment scenario.

- Students will undertake the project under a combination of supervised and non-supervised conditions.
- The assessment will take place over multiple sessions, up to a combined duration of 67 hours.
- The project outcomes will consist of a portfolio of evidence submitted electronically.
- Students will respond to a scenario to design and develop a software-based solution.
- This project will be set and marked by Pearson.

## Performance Outcomes

Performance Outcome		Weighting	
		Raw marks	% of total marks
PO1	Analyse a problem to define requirements and acceptance criteria, aligned to user needs.	26	16.1%
PO2	Design, implement and test software.	69	42.9%
PO3	Change, maintain and support software.	34	21.1%
PO4	Create solutions in a social and collaborative environment.	9	5.6%
PO5	Discover, evaluate and apply reliable sources of knowledge.	13	8.1%
PO6	Apply ethical principles and manage risks in line with legal and regulatory requirements when developing software.	10	6.2%

## 6. Technical Qualification grading, T Level grading and results reporting

The *T Level Technical Qualification in Digital Production, Design and Development* will be graded and awarded to comply with the requirements of Ofqual's General Conditions of Recognition.

### Calculation of the Technical Qualification grade

The Technical Qualification components are awarded at the grade ranges shown in the table below.

Component	Available grade range
Core	A*–E and Unclassified
Occupational Specialist	Unclassified, Pass, Merit, Distinction

The Core Component uses an aggregation of points from each of the three Core Assessments to calculate the A\* to E.

Students whose level of achievement for either component is below the minimum judged by Pearson to be of sufficient standard will receive an unclassified U result.

### Awarding the Core Component

Grade boundaries will be set for each sub-component (Core Examination and Employer Set Project) in each series in which they are offered through a process known as awarding. Awarding is used to set grade boundaries and ensure that standards are maintained over time. This is important as we must ensure that students have the same opportunity to achieve, regardless of the assessment opportunity.

### Uniform Mark Scale

Students' raw sub-component marks will be converted to a Uniform Mark Scale (UMS). The UMS is used to convert students' sub-component 'raw' marks into uniform marks. This is done in order to standardise marks from one series to another as assessments may vary in difficulty. For example, a student who achieves the lowest mark worthy of a C grade in the Employer Set Project one series will receive the same uniform mark as a student achieving that same grade and level of performance in another series, regardless of their raw marks.



The maximum number of uniform marks available for each sub-component, and the uniform marks relating to each grade boundary, are fixed. These are shown in the following table:

Grade	Core Exam	Core ESP	Core Overall
<b>Maximum</b>	<b>240</b>	<b>120</b>	<b>360</b>
A*	216 – 240	108 – 120	324 – 360
A	192 – 215	96 – 107	288 – 323
B	168 – 191	84 – 95	252 – 287
C	144 – 167	72 – 83	216 – 251
D	120 – 143	60 – 71	180 – 215
E	96 – 119	48 – 59	144 – 179
U	0 – 95	0 – 47	0 – 143

The Core Examination has two exam papers, the results of which are combined before conversion to UMS.

## Calculation of the T Level grade

The *T Level grade look-up table* (see separate document) shows the minimum thresholds for calculating the T Level grade, subject to successful completion of all elements.

This document will be kept under review over the lifetime of the T Level and be available under the Quality Assurance and Assessment tab linked from this page <https://qualifications.pearson.com/en/qualifications/t-levels/t-levels-for-educators.html>.

Students who do not meet the minimum requirements for a T Level to be awarded will not be certificated. They may receive a Notification of Performance for individual components.

In order to be awarded the T Level, a student must complete both components and achieve a minimum of a grade E in the Core and a Pass in the Occupational Specialism. In addition, they must successfully complete the other elements of the T Level as required by the Institute for Apprenticeships and Technical Education (IfATE) and the T Level panel, such as 315 hours of industry placement.

Students whose level of achievement for either component is below the minimum judged by Pearson to be of sufficient standard will receive an unclassified U result.

## Results reporting

The *T Level Technical Qualification in Digital Production, Design and Development* forms the substantive part of the Digital Production, Design and Development T Level programme. The T Level programme includes other elements that are required to be successfully completed in order for students to be awarded the T Level from the Department for Education. The Department for Education will provide T Level certificates to students who successfully complete all elements of the T Level programme.

The Department for Education will issue T Level results on Level 3 results day in August.

Pearson are not required to issue Technical Qualification certificates to students; instead we will provide component results for assessments that students undertake.

Pearson will issue component results on the results day designated for each assessment window.

## 7. Entry, delivery and assessment information

### Introduction

This section focuses on the key information to deliver the *T Level Technical Qualification in Digital Production, Design and Development*. It is of particular value to programme leaders and examinations officers, who must ensure appropriate arrangements are made for assessments.

### Registering students on T Levels

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

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

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

### Transferring between T Levels and Occupational Specialisms

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

Some students may also want to switch to a different Occupational Specialism within the same T Level pathway, including in the second year. It is less likely that there will be any overlap between Occupational Specialisms, so any decision will depend on the provider's curriculum model and the stage a student has reached in their Occupational Specialism learning. Any changes to a student's T Level whether pathway or Occupational

Specialism should be recorded on the ILR/Census as soon as possible and should also match the registration and assessment entries submitted to the relevant awarding organisation.

## Programme delivery

You are free to deliver this Technical Qualification using any form of delivery that meets the needs of your students. We recommend making use of a wide variety of modes, including direct instruction in classrooms or work environments, investigative and practical work, group and peer work, private study and e-learning.

## Availability of live assessment

The assessments for the *T Level Technical Qualification in Digital Production, Design and Development* will be scheduled annually as shown in the table below:

Annual Series for Digital Production, Design and Development					
Component	First assessment	Month(s)	Window/set date	Exam type	Paper/on-screen
Core 1	2021	May/June November	Set date and time	Written examination	Paper
Core 2	2021	May/June November	Set date and time	Written examination	Paper
Employer Set Project	2021	May/June November	Window	Task	Paper
Occupational Specialist	2022	February/ May	Task specific: window/set date and time	Task	Paper

In developing an overall plan for delivery and assessment for the qualification, you will need to consider the order in which you deliver the content and when the assessments will take place.

Students must be prepared for external assessment by the time they undertake it. In preparing students for assessment, you will want to take account of required learning time, the relationship with other external assessments and opportunities for retaking.

## Language of assessment

Assessment of this qualification will be available in English. All student work must be in English.

## Student assessment entry

You must enter students into an assessment window, either for the Core Component or the Occupational Specialist Component, as outlined in our Key dates Schedule.

For a resit, students can take the Core Examinations and/or the Employer Set Project in a separate window. Therefore, you will need to make an entry for the window you require the student to sit the assessment in.

For the Occupational Specialist Component, you will need to make an entry for the window the student wishes to sit the assessment in.

For the latest guidance on student assessment planning please refer to the Pearson website: <https://qualifications.pearson.com/en/qualifications/t-levels/t-levels-for-educators.html>.

## Resit arrangements

As per the Ofqual Technical Qualification Handbook, there is no specific resit window permitted. However, students will be able to resit in any assessment window following their first sitting.

Students may resit:

- to improve grades
- the Core Examinations
- the Employer Set Project
- the assessments for an occupational specialism, or
- any combination of these.

Where a student fails one of the Core Examinations, they must resit both assessments and must do so in the same assessment window.

However, where a student has to resit both the Core Examinations and the Employer Set Project, they do not need to retake both sets of assessments in the same assessment window. For clarity, where a student resits the Core Examinations, he or she is not required to retake the Employer Set Project, and vice versa.

In order to access a resit opportunity, you will need to make an entry for the window you require the student to resit the assessment in; see *Student assessment entry* above. Resits can take place up until two academic years after the end of the final academic year for the cohort within which the relevant student is included.

## **Access to qualifications and assessments for students with disabilities or specific needs**

Assessments need to be administered carefully to ensure that all students are treated fairly, and that results are issued on time to allow students to progress to their chosen progression opportunities.

Equality and fairness are central to our work. Our equality policy requires that all students should have equal opportunity to access our qualifications and assessments, and that our qualifications are awarded in a way that is fair to every student. We are committed to making sure that:

- students with a protected characteristic (as defined by the Equality Act 2010) are not, when they are undertaking one of our qualifications, disadvantaged in comparison to students who do not share that characteristic
- all students achieve the recognition they deserve for undertaking a qualification, and that this achievement can be compared fairly to the achievement of their peers.

For students with disabilities and specific needs, the assessment of their potential to achieve the qualification must identify, where appropriate, the support that will be made available to them during delivery and assessment of the qualification. Please see information below on reasonable adjustments and special consideration.

Further information on access arrangements can be found in the Joint Council for Qualifications (JCQ) document *Access Arrangements, Reasonable Adjustments and Special Consideration for General and Vocational Qualifications*.

## Special requirements

Some students may have special needs during their Technical Qualification assessments. In such cases, Providers can apply for special requirements on their behalf.

We have a dedicated webpage for [Special Requirements](#). This includes:

- reasonable adjustments
- access arrangements
- special consideration
- modified formats.

## Reasonable adjustments to assessment

The Equality Act 2010 requires an awarding organisation to make reasonable adjustments where a student with a disability would be at a substantial disadvantage in undertaking an assessment.

To ensure students have fair access to demonstrate the requirements of the assessments, a reasonable adjustment is one that is made before a student takes an assessment. In most cases, this can be achieved through a defined time extension or by adjusting the format of evidence. We can advise you if you are uncertain as to whether an adjustment is fair and reasonable. You need to plan for time to make adjustments if necessary.

We have a dedicated webpage for [reasonable adjustment](#) where Providers can learn more about the process and apply on behalf of a student.

Reasonable adjustments can help reduce the effects of a disability or difficulty that puts the student at a substantial disadvantage in an assessment, in order to enable them to demonstrate their knowledge, understanding, skills and behaviours to the level of attainment required.

Providers can access the *Application of Reasonable Adjustment for Technical Qualifications* via our dedicated webpage. The Provider's application must be made in line with the policy and a copy of their application must be retained.

For this qualification we do not see anything that might prevent reasonable adjustment providing the student is still able to demonstrate the achievement of the skills being assessed. This is due to the fact that students must achieve threshold competence. As a result there could be some Assessment Objectives and/or Performance Outcomes that must be met as they are mandatory in order to demonstrate threshold competence and meet the requirements for the sector.

## Access arrangements

We also have a dedicated webpage for [access arrangements](#), where Providers can learn more about arrangements available for students with special needs. Access arrangements aim to meet the particular needs of an individual student without affecting the integrity of the assessment.

Access arrangements allow students to show what they know and do without changing the integrity or the demands of the assessment, for example by using a reader or scribe. Access arrangements are approved before an examination or assessment and they allow students with special educational needs, disabilities or temporary injuries to access the assessment.

Special needs could include students:

- with known and long-standing learning difficulties
- with physical disabilities (permanent or temporary)
- with sensory impairment
- whose first language is not English
- who have difficulties at or near the time of assessment that may affect their performance in the assessment.

For more information about access arrangements, we suggest Providers refer to the JCQ booklet *Access Arrangements, Reasonable Adjustments*.

## Special consideration

A student's assessment performance can sometimes be affected by circumstances out of their control. Special consideration is a post-examination adjustment that compensates students who were suffering from a temporary illness or condition, or who were otherwise disadvantaged at the time of the Technical Qualification assessment.

Exams officers may apply for special consideration on a student's behalf. We have a dedicated webpage for [special consideration](#). This includes an FAQ fact sheet giving Providers answers to any questions or concerns they may have.

Special consideration will adhere to the following:

- There are general guidelines for special consideration in the JCQ booklet *A guide to the special consideration process*. It covers the process that is applied consistently by all Awarding Organisations. AOs will not enter into discussion with students or their parents as to how much special consideration should be applied.
- Special consideration cannot be applied in a cumulative fashion, i.e. on the basis of a domestic crisis at the time of the exam and the student suffering from a viral illness.
- Private students should liaise with the Provider where entries have been made, so that they can apply for special consideration on the private student's behalf.



## Dealing with malpractice in assessment

We adhere to the JCQ document *Suspected Malpractice in Examinations and Assessments* in our approach to investigating potential malpractice or breaches of security. These procedures are in line with the Ofqual Conditions of Recognition. All allegations of potential malpractice are investigated, and sanctions imposed where malpractice is proven.

We have two dedicated webpages concerning malpractice:

- The first gives Providers guidance on how to let us know about anything suspicious or incidents of malpractice, in accordance with JCQ regulations.
- The second gives students information about what malpractice is and how to report it.

### What does malpractice mean?

Malpractice means acts that undermine the integrity and validity of assessment, the certification of qualifications, and/or that may damage the authority of those responsible for delivering the assessment and certification.

Pearson does not tolerate actions (or attempted actions) of malpractice by students, Provider staff or Providers in connection with Pearson qualifications. Pearson may impose penalties and/or sanctions on students, Provider staff or Providers where incidents (or attempted incidents) of malpractice have been proven.

Malpractice may arise or be suspected in relation to any unit or type of assessment within the qualification. For further details regarding malpractice and advice on preventing malpractice by students, please see Pearson's *Provider guidance: Dealing with malpractice and maladministration in vocational qualifications*, available on our [website](#).

Providers are required to take steps to prevent malpractice and to investigate instances of suspected malpractice. Students must be given information that explains what malpractice is for internal assessment and how suspected incidents will be dealt with by the Provider. The *Provider guidance: Dealing with malpractice and maladministration in vocational qualifications* document gives comprehensive information on the actions we expect you to take.

Pearson may conduct investigations if we believe that a Provider is failing to conduct the assessments according to our policies. The above document gives further information and examples, and details the penalties and sanctions that may be imposed.

In the interests of students and Provider staff, Providers need to respond effectively and openly to all requests relating to an investigation into an incident of suspected malpractice.

### Student malpractice

Student malpractice refers to any act by a student that compromises or seeks to compromise the process of assessment, or which undermines the integrity of the qualifications or the validity of results.

Student malpractice in examinations **must** be reported to Pearson using a *JCQ Form M1* (available at [www.jcq.org.uk/exams-office/malpractice](http://www.jcq.org.uk/exams-office/malpractice)). The form should be emailed to [studentmalpractice@pearson.com](mailto:studentmalpractice@pearson.com). Please provide as much information and supporting documentation as possible. Note that the final decision regarding appropriate sanctions lies with Pearson.

Failure to report malpractice constitutes staff or Provider malpractice.

## **Tutor/Provider malpractice**

Providers are required to inform Pearson's Investigation Team of any incident of suspected malpractice by staff before any investigation is undertaken. Providers are requested to inform the Investigation Team by submitting a JCQ M2(a) form (downloadable from [www.jcq.org.uk/malpractice](http://www.jcq.org.uk/malpractice)) with supporting documentation to [pqsmalpractice@pearson.com](mailto:pqsmalpractice@pearson.com).

Where Pearson receives allegations of malpractice from other sources (for example, Pearson staff or anonymous informants), the Investigation Team will conduct the investigation directly or may ask the Provider to assist.

Incidents of maladministration (accidental errors in the delivery of Pearson qualifications that may affect the assessment of students) must also be reported to the Investigation Team using the same method.

Heads of Providers/Principals/Chief Executive Officers or their nominees are required to inform students and Provider staff suspected of malpractice of their responsibilities and rights; see 6.15 of *JCQ Suspected Malpractice in Examinations and Assessments Policies and Procedures*.

In cases of suspected malpractice, Pearson reserves the right to withhold the issuing of results while an investigation is in progress. Depending on the outcome of the investigation, results may be released or withheld.

We reserve the right to withhold results when undertaking investigations, audits and quality assurance processes. You will be notified within a reasonable period of time if this occurs.

## **Results transfer to Providers**

To ensure you are supported, we will communicate with you on and before results day.

Results day will follow the format below:

Assessment Window	Results day
Summer 2021	August 2021 (Level 3 results day)
November 2021	January/February 2022

As we are not required to issue Technical Qualification certificates, T Level certificates or T Level statements of achievement, we will not require you to complete any forms or processes to claim the Technical Qualification from Pearson. Instead, we will issue the results directly to you.

We will make available:

- Scorecards: outlining the achievement in percentage terms against each Assessment Objective
- Results Plus: a service whereby achievement will be presented in an item-by-item format. This means Providers will be able to ascertain trends across and within cohorts, and clearly label the associated Assessment Objective
- Statement of Provisional Results: we will offer a provisional component result slip, clearly watermarked as a provisional component result.

## Post-Results Services

Our Technical Qualification post-results services (PRS) and appeals will be implemented in line with Ofqual requirements, paying particular attention to the *Rules and Guidance for Technical Qualifications*, where sections Ofqual TQ13–23 refer to post-results activities, 'Review of Marking or Moderation' (RoMM) or Appeals.

We will provide the following:

- access to student assessment evidence
- appeal
- clerical checks
- expedited review of marking
- review of marking.

Our [post-results services](#) webpage will include all the necessary information for you to access the services for the T Level Technical Qualification. There will also be a specific *T Level Technical Qualification Post-Results Service Guide* for Providers to use following our first live assessment series in 2021. This information should be used alongside the *JCQ Post-Results Service Guide*.

PRS will be available after each assessment opportunity. Exams officers will be able to apply for PRS via our online system; however, you must have permission from the student before applying. If a student wishes to apply for PRS they must do so via their Provider. We state within the PRS guidance on our website that we cannot accept appeals directly from students, their parents or other third parties acting on their behalf.

In addition, our unique Results Plus service and a free Access to Scripts service will be available, so that Providers are able to transparently see how marks are awarded.

## Appeals process

Our appeals process for the Technical Qualification will reflect industry standards, as outlined by the relevant Ofqual Condition(s) (TQ17–TQ22) relating to appeals.

You will be able to appeal the outcome of marking, decisions made regarding reasonable adjustments or special consideration tariffs applied, and any consequence of malpractice or maladministration investigations by us or other Technical Qualification AOs.

All our investigations will be conducted in accordance with the *JCQ General and Vocational Qualifications Suspected Malpractice in Examinations and Assessments Policies and Procedures*.

## 8. Provider recognition and approval

### Introduction

Our Provider approval process and criteria have been developed in collaboration with other awarding organisations offering Technical Qualifications to ensure you have a seamless experience across awarding organisations when requesting approval to deliver the Technical Qualification.

### Approving Eligible Providers as Approved Providers

Eligible Providers, i.e. those who submitted an Intention to Teach and have been approved by the DfE to deliver T Levels, will be required to seek approval from Pearson for each Technical Qualification they wish to deliver. They will do this by completing **one** of the two Provider Application forms:

4. T Level Technical Qualification Delivery Approval Application Form
5. Pearson UK Vocational Provider Approval Application for T Level Technical Qualifications.

The first form is for existing vocational Pearson centres to gain approval to deliver the Technical Qualification.

The second form is for non-vocational Pearson centres, i.e. centres not delivering any other vocational Pearson qualification. These are **new** Providers applying for centre approval to deliver vocational qualifications and the T Level Technical Qualification.

In order to assist **new** Providers in their application process, we have provided additional guidance: *Guidance to assist in the completion of the Pearson Vocational Provider Approval Application for T Level Technical Qualifications*.

In addition, we will also support you in the following ways:

- phone support via our Approvals Team
- on-boarding training via Provider Support.

## **Provider and Technical Qualification approval**

As part of the approval process, you must make sure that the resource requirements listed below are in place before offering the qualification:

- Providers must have appropriate physical resources (for example, equipment, IT, learning materials, teaching rooms) to support the delivery and assessment of the qualification.
- There must be systems in place to ensure continuing professional development for staff delivering the qualification.
- Providers must have in place appropriate health and safety policies relating to the use of equipment by students.
- Providers must deliver the qualification in accordance with current equality and diversity legislation and/or regulations.
- Providers should refer to the Resources for delivery of content section in the components to check for any specific resources required.
- Administration arrangements, including security of live assessments, must be in place.

The methods we use to ensure Providers have the above resources in place include:

- making sure that all Providers complete appropriate declarations at the time of approval
- undertaking approval visits to Providers
- an overarching review and assessment of a Provider's strategy for delivering and quality assuring its technical qualifications.

Providers that do not comply with remedial action plans may have their approval to deliver qualifications removed.

## **What level of sector knowledge is needed to teach this qualification?**

We do not set any requirements for tutors, but recommend that Providers assess the overall skills and knowledge of the teaching team to ensure that they are relevant and up to date. This will give students a rich programme to prepare them for employment in the sector.

For this Technical Qualification, tutors with the following knowledge and skills will be beneficial to the delivery of the programme:

- experience of delivering project-based qualifications
- experience of preparing students for examination-based assessment
- knowledge and understating of Python 3 (core) and at least one other (ideally two) programming language(s)
- knowledge of how to solve problems and develop code to meet specified user/business requirements
- understanding of the role software development plays in organisations
- knowledge of emerging technologies and trends in business, and how software utilises these.

## **What resources are required to deliver this qualification?**

As part of your Provider Approval, you will need to show that the necessary material resources and work spaces are available to deliver this technical qualification. Where specific resources are required to deliver the content, these are stated in the relevant component.

Providers should refer to the *Resources for delivery of content* section in the components to check for any specific resources required.

## **Quality Assurance for the delivery of the Technical Qualification**

All Providers will be subject to the same level of scrutiny for the delivery of the Technical Qualification.

We will monitor you throughout the delivery of the contract. This is to ensure you have appropriate and consistent quality assurance measures in place for the delivery of the Technical Qualification, and to ensure that you maintain ongoing compliance with our quality assurance measures in order to retain your approval status.

To maintain ongoing quality, give support and monitor standards, you will receive a termly phone call, and support visit if necessary, from a Provider Quality Manager (PQM). The PQM will check the quality of delivery, confirm implementation of guide/grade exemplification materials, and confirm you are on track for assessment and are accessing our Provider Support.

We will monitor the following activity that could impact approval status:

- registration patterns
- student outcomes
- quality issues identified by our PQM
- reports of maladministration or malpractice.

The PQM will identify any concerns during the termly phone call, provide support and escalate as required. In order to resolve any issues you may have in meeting our quality assurance measures, the PQM will create an action plan with goals and timescales, and support you through the process. If you do not make adequate progress against the action plan, we will notify IfATE of our intention to remove approval status.

## **Live assessment monitoring**

Each assessment in the Technical Qualification is set and marked by Pearson.

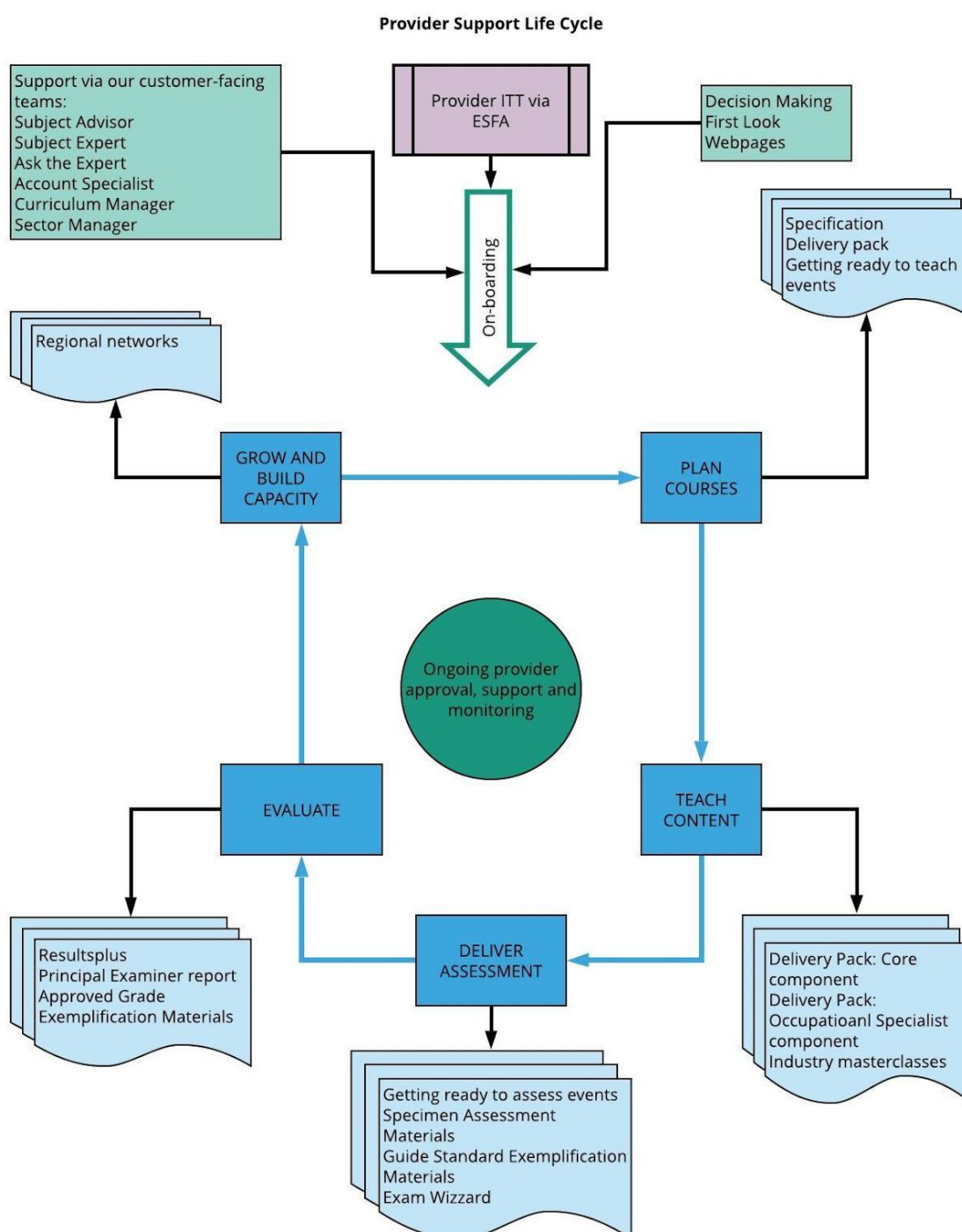
The Core examinations and the Employer Set Project will be sat under exam conditions, following JCQ's *ICE guidance*.

The Occupational Specialist project has different controls depending on the tasks being undertaken by the student. Therefore, full detail of student monitoring will be provided within the assessment materials; these will be published on our T Level webpage before the assessment window commences.

## 9. Resources and support

The Technical Qualification represents a significant change. It will change how you recruit students, who teaches the occupational specialism, how you incorporate the industry placement, and how you teach and prepare students for external assessment. We will create an innovative range of bespoke support for admin/exams officers, tutors and students that accounts for the step-change the reforms are looking to make in teaching and learning technical skills.

Our aim is to give you a range of support centred on the assessment life cycle, to enable you to deliver the Technical Qualification with confidence. We will include details about our support on our website and inform you via our regular e-bulletins as the materials are launched.



## Teaching, learning and assessment materials

### 1. Plan

- Specification for 2020: content elaboration for the Core and Occupational Specialist Components, guidance and support.
- Delivery Pack: for each component, a Delivery Pack introduction providing advice, help and inspiration.
- Onboarding materials: Provider journey from initial enquiry through to results.

### 2. Teach

- Delivery Pack: for the Core Component, a number of Topic Guides with lesson activities, industry links and topics linked to assessment.
- Delivery Pack: for the Occupational Specialist Component, an industry project designed with our EVP to enable holistic delivery of the occupational specialism to enhance student experience and prepare for synoptic assessment; used 'off the shelf' or adapted for local or student needs.

### 3. Assess

- Specimen Assessment Materials (SAMs).
- Guide Standard Exemplification Materials (GSEM).
- Grade Standard Assessment Materials.
- Student exemplar response for ESP.

### 4. Evaluate

- Principal examiner (PE) report for each component: commentary on performance, including Approved Grade Standard Exemplification Materials.

With the exception of the PE reports, materials will be developed alongside the Technical Qualification. From April 2020 we will have a phased launch of our Provider Support, depending on the resource and where it features within the teaching or assessment life cycle; this is aimed at ensuring you have time to plan, yet aren't bombarded with materials and events within close proximity of each other.

## Provider training

Our training will incorporate the above teaching, learning and assessment materials and allow for an in-depth look at content, pedagogy and assessment, providing an opportunity for tutors to network, share ideas and unpick common issues.

The events are targeted at a variety of roles and fit into the Provider journey as follows:

### 1. Plan

- Admin/Exams Officer: set-up and support on administrative, technical or operational matters.
- First Look: review of the Technical Qualification specification for Providers.
- Getting Ready to Teach: planning, using the support materials, exploring teaching strategies, external and synoptic assessment.



## **2. Teach**

- Regional networks facilitated by our curriculum development managers: sharing good practice and building employer networks to drive innovation and build capacity.
- Industry masterclasses designed and delivered with our EVP: to improve depth of understanding of industry topics.

## **3. Assess**

- Getting Ready to Assess: understanding the standard (using GSEM and mark schemes).

## **4. Evaluate**

- Feedback: examiner feedback and implications for future delivery; demonstrating Exam Wizard and ResultsPlus (see below) to support teaching and exam preparation.

Our events will start in spring 2020 and continue through the contract. To support easy access, the materials will be on our website and events will be delivered in a diverse range of formats:

- face-to-face by a sector specialist
- live online, using interactive technology by a sector specialist
- recorded modules.

Preparing students for external assessment will be new to many tutors. The following two services are unique to Pearson, have proved very popular and will be available for free:

- Exam Wizard is an exam-paper creation tool that allows you to create mock exams and topic tests from a database of sample questions and papers, as well as past papers. Tutors specify the type of assessment they want and a bespoke test with mark scheme and examiner report is created for students to use as practice.
- ResultsPlus is a post-results data analysis tool. It gives item-level analysis by student, class, cohort or cluster of Providers. This allows the user to pinpoint areas of strength and weakness, and to amend teaching and learning to improve student outcomes and motivation.

## **Provider contact**

In addition to the bespoke area of our website which is located [here](#), we will also offer a personal, easy-to-access and expert service via the following:

- Customer Service Account Specialist: named contact for admin/exams officer on administrative or operational matters via phone or email.
- Subject Advisor: named contact for teaching and delivery questions via phone, email, live chat, Facebook, Twitter; provides monthly news promoting support, training and updates.
- Ask the Expert: email address to ask complex or specialist questions relating to content, delivery and assessment.
- Curriculum Development Managers: regional staff who will promote the Technical Qualification, support onboarding and facilitate network events.
- Sector Manager: collect feedback from Providers and employers to identify improvements to our support and services.

Our [T Levels Support](#) webpage gives you all the contact details in order to support you.

This includes our:

1. Pearson Support Portal
2. email addresses for administration and teacher support
3. call centre, which is open between 8am and 5pm
4. postal address.

# Appendix 1: Pseudocode, commands and structure

This appendix provides additional information about the pseudocode commands and structure that will be used in the core examinations. Students should be provided with opportunities to explore and use pseudocode within the core and occupational specialism content.

This appendix does **not** replace the specification but should be used alongside the specification content to provide additional guidance and scope.

## Pseudocode

### Data types **STRING CHARACTER INTEGER REAL**

FLOAT

BOOLEAN

### Type coercion

Type coercion is automatic if indicated by context. For example,  $3 + 8.25 = 11.25$  (integer + real = real).

Coercion can be made explicit. For example, **RECEIVE age FROM (INTEGER) KEYBOARD** assumes that the input from the keyboard is interpreted as an **INTEGER**, not a **STRING**.

### Constants

The value of constants can only ever be set once. They are identified by the keyword **CONST**.

Two examples of using a constant are shown. **CONST REAL PI**

**SET PI TO 3.14159**

**SET circumference TO radius \* PI \* 2**

## **Data structures**

ARRAY LIST

DICTIONARY

Indices start at zero (0) for all data structures.

When performing 'slicing' operations and other 'string handling' operations, the data type STRING can be considered a data structure and should be indexed in the same way.

All data structures have an append operator, indicated by &.

Using & with a STRING and a non-STRING will coerce to STRING. For example, SEND 'Fred' & age.

TO DISPLAY, will display a single STRING of 'Fred18'.

## **Identifiers**

Identifiers are sequences of letters, digits and '\_', starting with a letter, for example MyValue, myValue, My\_Value, Counter2.

## **Functions**

LENGTH()

For data structures consisting of an array or string. RANDOM(n)

This generates a random number from 0 to n.

## **Comments**

Comments are indicated by the # symbol, followed by any text. A comment can be on a line by itself or at the end of a line.

## **Devices**

Use of KEYBOARD and DISPLAY are suitable for input and output. Additional devices may be required, but their function will be obvious from the context. For example, CARD\_READER and MOTOR are two such devices.

## **Notes**

In the pseudocode on the following pages, the < > symbols indicate where expressions or values need to be supplied. The < > symbols are not part of the pseudocode.

Variables and arrays		
Syntax	Explanation of syntax	Example
SET Variable TO <value>	Assigns a value to a variable.	SET Counter TO 0 SET MyString TO 'Hello world'
SET Variable TO <expression>	Computes the value of an expression and assigns to a variable.	SET Sum TO Score + 10 SET Size to LENGTH (Word)
SET Array [index] TO <value>	Assigns a value to an element of a one-dimensional array.	SET ArrayClass [1] TO 'Ann' SET ArrayMarks [3] TO 56
SET Array TO [<value>, ...]	Initialises a one-dimensional array with a set of values.	SET ArrayValues TO [1, 2, 3, 4, 5]
SET Array [RowIndex, ColumnIndex] TO <value>	Assigns a value to an element of a two-dimensional array.	SET ArrayClassMarks [2,4] TO 92

Note: the same methodology should be used when assigning values in all data structures.

Selection		
Syntax	Explanation of syntax	Example
IF <expression> THEN <command> END IF	If <expression> is true then command is executed.	IF Answer = 10 THEN SET Score TO Score + 1 END IF
IF <expression> THEN <command> ELSE <command> END IF	If <expression> is true then first <command> is executed, otherwise second <command> is executed.	IF Answer = 'correct' THEN SEND 'Well done' TO DISPLAY ELSE SEND 'Try again' TO DISPLAY END IF

Repetition		
Syntax	Explanation of syntax	Example
WHILE <condition> DO <command> END WHILE	Pre-conditioned loop. Executes <command> while <condition> is true.	WHILE Flag = 0 DO SEND 'All well' TO DISPLAY END WHILE
REPEAT <command> UNTIL <expression>	Post-conditioned loop. Executes <command> until <condition> is true. The loop must execute at least once.	REPEAT SET Go TO Go + 1 UNTIL Go = 10
REPEAT <expression> TIMES <command> END REPEAT	Count controlled loop. The number of times <command> is executed is determined by the expression.	REPEAT 100-Number TIMES SEND '*' TO DISPLAY END REPEAT
FOR <id> FROM <expression> TO <expression> DO <command> END FOR	Count controlled loop. Executes <command> a fixed number of times.	FOR Index FROM 1 TO 10 DO SEND ArrayNumbers [Index] TO DISPLAY END FOR
FOR <id> FROM <expression> TO <expression> STEP <expression> DO <command> END FOR	Count controlled loop using a step.	FOR Index FROM 1 TO 500 STEP 25 DO SEND Index TO DISPLAY END FOR
FOR EACH <id> FROM <expression> DO <command> END FOREACH	Count controlled loop. Executes for each element of an array.	SET WordsArray TO ['The', 'Sky', 'is', 'grey'] SET Sentence to " FOR EACH Word FROM WordsArray DO SET Sentence TO Sentence & Word & " END FOREACH

Input/output		
Syntax	Explanation of syntax	Example
SEND <expression> TO DISPLAY	Sends output to the screen.	SEND 'Have a good day.' TO DISPLAY
RECEIVE <identifier> FROM (type)  <device>	Reads input of specified type.	RECEIVE Name FROM (STRING) KEYBOARD  RECEIVE LengthOfJourney FROM (INTEGER) CARD_READER  RECEIVE YesNo FROM (CHARACTER) CARD_READER

File handling		
Syntax	Explanation of syntax	Example
READ <File> <record>	Reads in a record from a <file> and assigns to a <variable>. Each READ statement reads a record from the file.	READ MyFile.doc Record
WRITE <File> <record>	Writes a record to a file. Each WRITE statement writes a record to the file.	WRITE MyFile.doc Answer1, Answer2, 'xyz 01'

Subprograms		
Syntax	Explanation of syntax	Example
<pre>PROCEDURE &lt;id&gt; (&lt;parameter&gt;, ...) BEGIN PROCEDURE &lt;command&gt; END PROCEDURE</pre>	Defines a procedure.	<pre>PROCEDURE CalculateAverage (Mark1, Mark2, Mark3) BEGIN PROCEDURE SET Avg to (Mark1 + Mark2 + Mark3)/3 END PROCEDURE</pre>
<pre>FUNCTION &lt;id&gt; (&lt;parameter&gt;, ...) BEGIN FUNCTION &lt;command&gt; RETURN &lt;expression&gt; END FUNCTION</pre>	Defines a function.	<pre>FUNCTION AddMarks (Mark1, Mark2, Mark3) BEGIN FUNCTION SET Total to (Mark1 + Mark2 + Mark3)/3 RETURN Total END FUNCTION</pre>
<id> (<parameter>, ...)	Calls a procedure or a function.	Add (FirstMark, SecondMark)

Arithmetic operators	
Symbol	Description
+	Add
-	Subtract
/	Divide
*	Multiply
^	Exponent
MOD	Modulo
DIV	Integer division



Relational operators	
Symbol	Description
=	equal to
<>	not equal to
>	greater than
>=	greater than or equal to
<	less than
<=	less than or equal to

Logical operators	
Symbol	Description
AND	Returns true if both conditions are true.
OR	Returns true if any of the conditions are true.
NOT	Reverses the outcome of the expression; true becomes false, false becomes true.



## Appendix 2: Flowchart symbols

This appendix provides additional information about the flowchart symbols that will be used in the core examinations. Students are expected to respond to flowchart questions using these symbols. Students should be provided with opportunities to explore and use flowcharts within the core and occupational specialism content.

This appendix does **not** replace the specification but should be used alongside the specification content to provide additional guidance and scope.



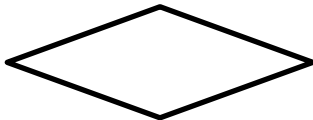
Denotes the start and end of an algorithm



Denotes a process to be carried out



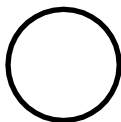
Denotes a sub-process



Denotes a decision to be made



Denotes input or output



Denotes a connection to part of a flowchart that cannot easily be linked using an unbroken flow arrow



Shows the logical flow of the program



## Appendix 3: Python commands and libraries

This appendix provides additional information about the Python commands and libraries that will be used in the core examinations and Employer Set Project (ESP). Students should be provided with opportunities to explore and use the python within the core content to solve a range of programming problems.

Students may choose to explore Python in greater detail than outlined in this Appendix, as one of their chosen languages for the Occupational Specialism

This appendix does **not** replace the specification but should be used alongside the specification content to provide additional guidance and scope.

### Python commands

#### Handling basic input and output

- input()
- print()
- int()
- str()
- float()
- try:
- except:

#### Functions and variables

- def
- global
- return

#### Selection

- if
- else
- elif
- case (only available in Python 3.10 )

#### Iteration

- while
- for

#### Built-in functions and standard library commands

- import
- from
- as
- \*

## **Built-in functions and standard libraries**

- math
- random
- datetime

## **Numerical**

- random()
- randint()
- uniform()
- sample()
- range()
- round()
- math.trunc()
- math.floor()
- math.ceil()
- max()
- min()
- count()

## **String handling**

- isupper()
- islower()
- upper()
- lower()
- isalpha()
- isdigit()
- split()
- len()
- format()
- join()

## **Using data structures (lists and arrays)**

- index()
- append()
- insert()
- remove()
- count()
- pop()
- sort()
- in
- not in
- len()

## Working with times and dates

- `datetime.now()`
- `strftime()`
- `strptime()`

## Working with external text files

- `open()`
- `write()`
- `close()`
- `read()`
- `readline()`
- `readlines()`
- `line.split()`

## Additional libraries and commands

For questions in Employer Set Project, students will be also be expected to have a working knowledge of these additional libraries:

### **pandas:**

Students should be able to use the *pandas* library to perform data analysis on a given data file (.csv). They should be able to:

- import data from a provided .csv file.
- create and manipulate data frames which utilise all or part of the imported data (as required to meet given requirements)
- perform mathematical operations and statistical analysis on the contents of a data frame (or associated variable) such as:
  - identifying trends and patterns over time
  - calculating a total or average from a range of data
  - counting the number of occurrences of a specific item of data

### **matplotlib.**

Students should be able to use the *matplotlib* library to format and output, in conjunction with the *pandas* library data as part of analysis on a given data file (.csv). They should be able to:

- Select data and output to appropriate graphs to meet the requirements of a brief
- Format graph outputs to ensure they are meaningful and easy to use (e.g. axis labels, colour schemes, legends etc).



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### **Schedule 3**

#### **Implementation**

The content for this Schedule is contained in separate files at:

S3\_GEN2W1\_DPDD\_Implementation\_Plan

S3\_GEN2W1\_DPDD\_Resource\_Plan

**Schedule 3**

**Implementation Plan**

S3\_GEN2W1\_DPDD\_Implementation\_Plan





























**Schedule 3**

**Resource Plan**

S3\_GEN2W1\_DPDD\_Resource\_Plan



Award Questionnaire Q10.7: Resource Plan - Instructions

Lot (qualification) name:

T Level Technical Qualification in Digital Production, Design and Development

Potential Supplier name:

Pearson Education Ltd

**Introduction**

The following three tabs are designed for Potential Suppliers to outline and explain their Resource Plan.

**How to complete this document: Q10.7**

Potential Suppliers must complete and submit one copy of this document for each TQ (ie a separate response for each Lot they intend to submit a Tender for).

The three sheets that follow form the requirement of Q10.7:

**>> Outline Resource Plan:** Potential Suppliers are to complete all highlighted (yellow) blank boxes in the table, providing an overall outline of the proposed Resource Plan. All answers should include a level of detail that enables the Authority to assess the basis and reasonableness of the proposed strategy. For the first 6 named resources (marked as \* key resources), Potential Suppliers are required to provide a named replacement resource and detail their relevant experience.

**>> Blank Diagram Sheet:** This sheet has been left blank for Potential Suppliers to include a diagram or picture of their resourcing and/or readiness approach should they wish to include this to further support/illustrate their Resource Plan.

**>> Further 10.7 Requirements:** The information requested here is designed to supplement the Resource Plan provided in Sheet 1. Potential Suppliers must complete all blank boxes, providing an appropriate amount of detail.

























































## **Schedule 4**

### **Co-operation**

#### **1 Objective of the joint arrangements**

- 1.1 The Supplier shall cooperate, coordinate and seek to agree certain arrangements with all third party Awarding Organisations, including the Former Supplier, involved in the delivery of the technical education qualification element of each T Level forming part of the T Levels Programme ("**T Level Awarding Organisations**") from time to time with the aim of:
- 1.1.1 ensuring the quality, consistency, efficiency and effectiveness of the T Levels Programme as a whole; and
  - 1.1.2 in the interest of Students and Providers, streamlining administration relating to the T Levels Programme.
- 1.2 The Supplier shall ensure that all activities carried out by it under this Schedule appropriately take into account the views of each T Level Awarding Organisation (including T Level Awarding Organisations appointed subsequent and/or prior to the appointment of the Supplier) and do not risk or result in:
- 1.2.1 a disproportionate burden falling on any given T Level Awarding Organisation or on Providers; and/or
  - 1.2.2 a disproportionate burden (whether by any act or omission on the part of the Supplier) on Providers and/or Students.

#### **2 Joint arrangements**

- 2.1 In particular, the Supplier shall (at its own cost):
- 2.1.1 attend a meeting convened by the Authority (on reasonable prior notice and at least once per calendar quarter) with all other T Level Awarding Organisations to discuss progress on coordination efforts including the activities set out below, and to make decisions relating to any outstanding areas of coordination;

- 2.1.2 in order to minimise the administrative burden on Providers, cooperate with all other T Level Awarding Organisations to coordinate and deliver an efficient method of both regular and ad hoc inspections (on an ongoing basis) of the delivery by Approved Providers of the technical education qualification element of each T Level, to ensure that the relevant Approved Providers continue to meet the requirements of their Provider Approval by the Supplier and equivalent approval by other T Level Awarding Organisations, provided always that where, as a result of such cooperation and/or coordination it is necessary for the Supplier to amend and/or modify that part of the Supplier's Response to which the provisions of paragraph 3.1.2 of Part 1 of the Service Requirements apply, then the Supplier shall obtain Approval to such amendment and/or modification;
- 2.1.3 coordinate and seek to agree with all other T Level Awarding Organisations (at the earliest possible date) common rules and guidance applicable to the teaching and assessment of and provision of Post-Results Services for the technical education qualification element of each T Level with the aim of having aligned rules, guidance and Post-Results Services, where appropriate, across the T Levels Programme, addressing topics such as conducting examinations;
- 2.1.4 share information between T Level Awarding Organisations as necessary (subject to the relevant obligations on confidentiality in this Contract) to:
- (i) facilitate the joint arrangements anticipated by this Schedule;
  - (ii) enable transfer of achievement of the TQ Core Component of a T Level between T Level Awarding Organisations; and
  - (iii) enable results analysis in respect of the Route of which the TQ forms part;
- 2.1.5 where possible, utilise systems in the delivery of the Services which are interoperable with those utilised by other T Level Awarding Organisations so as to facilitate the portability of the Services to any Future Supplier;

- 2.1.6 coordinate and seek to agree with all other T Level Awarding Organisations pre-assessment access arrangements for T Levels to ensure equivalence of approach between T Level Awarding Organisations;
- 2.1.7 adopt a common process and, where possible, system, to that used by other T Level Awarding Organisations for applications for access arrangements for T Levels to be made and considered for the benefit of Students;
- 2.1.8 coordinate and seek to agree with all other T Level Awarding Organisations a common process and approach and, where possible, system to that used by other T Level Awarding Organisations, to manage and/or facilitate Reasonable Adjustments and/or applications for Special Consideration to ensure equivalence of approach between T Level Awarding Organisations;
- 2.1.9 seek to agree between T Level Awarding Organisations a Key Dates Schedule, such schedule to be developed in consultation with the Department, GCE Awarding Organisations, Providers and UCAS and to be Approved by the Authority;
- 2.1.10 attend regular meetings (at least once per calendar month unless otherwise notified by the Authority) with all other T Level Awarding Organisations to discuss operational issues in relation to the T Level Programme;
- 2.1.11 in order to minimise the administrative burden on Providers, co-operate with the Former Supplier, where relevant, to facilitate a smooth transition during the Entry Transition Period; and
- 2.1.12 where notified by the Authority, work with other T Level Awarding Organisations responsible for TQs in the same Route with the aim to, where appropriate, harmonise the common TQ Core Component across that Route.

### **3 Disputes relating to joint arrangements**

- 3.1 In the event the Supplier contends that it is unable to meet its obligations under this Schedule as a result of the action or inaction of one or more third party T Level Awarding Organisation, the Supplier shall seek to resolve such matter with the relevant T Level Awarding Organisation(s). In the event that the Supplier is unable to resolve

such matter, having used its reasonable endeavours to do so, the Supplier shall promptly notify the Authority in writing with the relevant details including the steps taken to attempt to resolve the matter, and the Authority shall use its reasonable endeavours to promptly resolve such matter.

- 3.2 In the event that a third party T Level Awarding Organisation contends that it is unable to meet its joint arrangement obligations as a result of the action or inaction of the Supplier, then the Supplier shall comply with the reasonable instructions of the Authority in relation to such action or inaction.
- 3.3 Nothing in this Schedule (including any failure to agree any matters referred to in paragraph 2 of this Schedule) shall operate to reduce or otherwise diminish the Supplier's obligations and/or the Authority's rights under this Contract.

#### **4 Reporting**

- 4.1 The Supplier shall, on request by the Authority, promptly provide a written report to the Authority setting out its progress in achieving the joint arrangements set out in paragraph 2 of this Schedule.

## **Schedule 5**

### **Supplier's Response**

The content for this Schedule is contained in a separate file at.

S5\_GEN2W1\_DPDD\_Risk\_Register

S5\_GEN2W1\_DPDD\_AQ9.1-10.7\_Supplier\_Responses

S5\_GEN2W1\_DPDD\_Q9.5\_Grading\_and\_Awarding\_Structure

S5\_GEN2W1\_DPDD\_Q10.4\_Internal\_Quality\_Assurance\_Process

S5\_GEN2W1\_DPDD\_Q10.7\_Management\_and\_Governance

S5\_GEN2W1\_DPDD\_Q10.7\_Escalation\_Process\_Flow

S5\_GEN2W1\_DPDD\_Issues\_Log

S5\_GEN2W1\_Pearson\_Clarifications

**Schedule 5**

**Risk Register**

S5\_GEN2W1\_DPDD\_Q10.1\_TQ\_Risk\_Register





**Schedule 5**

**Supplier Responses**

S5\_GEN2W1\_DPDD\_AQ9.1 - Q10.7\_Supplier\_Responses





































































































































**Schedule 5**

Awarding Structure

S5\_GEN2W1\_DPDD\_Q9.5\_Grading\_and\_Awarding\_Structure



## **Schedule 5**

### **Internal Quality Assurance Process**

S5\_GEN2W1\_DPDD\_Q10.4\_Internal\_Quality\_Assurance\_Process









































## **Schedule 5**

### **Management and Governance**

S5\_GEN2W1\_DPDD\_Q10.7\_Management\_and\_Governance

















**Schedule 5**

Escalation Process Flow

S5\_GEN2W1\_DPDD\_Q10.7\_Escalation\_Process\_Flow



**Schedule 5**

**Issues Log**

S5\_GEN2W1\_DPDD\_Q10.7\_Issues\_log



**Schedule 5**

**Clarifications**

S5\_GEN2W1\_DPDD\_Clarifications

























**Schedule 6**

Pricing Schedule

S6\_GEN2W1\_DPDD\_Pricing\_Schedule

## Pricing Schedule - Instructions

Lot (qualification) name:

**DIGITAL PRODUCTION DESIGN AND DEVELOPMENT**

Potential Supplier name:

Pearson Education Ltd

### Introduction

This Pricing Schedule enables Potential Suppliers to complete the price element of their Tender. This is to be done against the price elements defined in the definition section below and with reference to the rest of the documents forming part of this ITT, particularly the Service Requirements. Note the separate instructions relating to question 10.5 which must also be followed by Potential Suppliers.

The figures provided against each of the pricing elements will be used in conjunction with expected numbers of Technical Qualification (TQ) students (5 cohorts), chargeable updates to the TQ content and uptake of Additional Services to calculate an estimated Total Contract Value ("TCV"). The TCV calculated in this Pricing Schedule will form the basis of the pricing evaluation, as described in the Evaluation Methodology and Guidance.

Please note that all of the volumes given in this Pricing Schedule are estimates and are not guaranteed. Please also note that no price impacting assumptions or caveats will be accepted in Tenders and the Potential Supplier will not be permitted to vary any charges or fees included in this Pricing Schedule in the event that its estimates prove to be inaccurate. The only charges and fees which will be payable to Suppliers for the Services provided under the Contract are those set out in the Pricing Schedule, subject only to the variation procedures set out in the Contract.

### How to complete this Pricing Schedule

Potential Suppliers must complete and submit one copy of this Pricing Schedule for each Lot they intend to submit a Tender for. There are 7 versions of the Pricing Schedule, one for each Lot, and Potential Suppliers should ensure that they complete and submit the correct version of the Pricing Schedule for the Lot which they are submitting a Tender for. Potential Suppliers must complete their name on this instructions tab.

Potential Suppliers must complete all boxes coloured yellow in each of tabs 'Input A', 'Input B', 'Input C' and 'Input D'. The spreadsheet will then automatically calculate the TCV in the "Total Contract Value" tab using the values entered. The rate card in 'Input B' will automatically populate the relevant rows in 'Input C' and 'Input D'. Values should be entered in £ pounds sterling and rounded to the nearest pound. Prices should exclude any applicable VAT.

**>> Input A:** Potential Suppliers should enter their proposed entry fee and the price for each of their Additional Services (each as defined below). The Qualification Development Fee will automatically be populated when 'Input C' is completed. The scenario based update charge will be automatically populated when 'Input D' is completed. Potential Suppliers submitting a Tender for multiple Lots should note the requirement to apply the multi-lot discount to the entry fee at Contract Award stage, should the Potential Supplier be awarded multiple lots. The discount to the entry fee will be applied as described in paragraph 5.16 of the ITT.

**>> Input B:** In the 'Personnel Costs' section, Potential Suppliers should enter a daily rate (for a 7 hour working day) of each type / grade of individual who may be involved in work on the refresh of, and updates to, the Technical Qualification (TQ), together with ~~their grade, change of costs~~ <sup>the unit cost</sup> and 'Input D'. Non personnel related costs should be broken down into different types of cost. Details of each type of costs and the unit cost should be provided. If the unit cost for a non personnel cost is different for development and change, the cost should be entered twice with a different unit cost for each entry (e.g. Software licensing costs - development £x; software licensing costs - change £y). Both the personnel cost and other cost lines entered in 'Input B' will then be available for Potential Suppliers to select from when completing 'Input C' and 'Input D'. Only enter details for personnel and other costs if they are relevant to be able to complete 'Input C' or 'Input D' tabs. For the purpose of this exercise, marketing costs are not to be included. The Rate Card costs may be subject to indexation based increase as set out in the Contract.

**>> Input C:** Potential Suppliers should enter the number of days of input which would be required from each of the listed individual roles to refresh the qualification. The available roles will automatically complete from your entries in 'Input B' (which should therefore be completed before this section). Potential Suppliers should provide the type and estimated frequency of any non personnel related costs that will be incurred to refresh the qualification in the 'Other Costs' section. The available types of non personnel cost will automatically complete from your entries in 'Input B'.

**>> Input D:** Potential Suppliers should enter the number of days of input which would be required from each of the listed roles to complete the relevant change to the TQ as described in the relevant scenario. The available roles will automatically complete from your entries in 'Input B' (which should therefore be completed before this section). Potential Suppliers should provide the estimated frequency of any non personnel related costs that will be incurred in the 'Other Costs' section. The available types of non personnel cost will automatically complete from your entries in 'Input B'.

**>> Total Contract Value:** This is for information and evaluation purposes only, and no cells need to be completed by Potential Suppliers. Please note the figures for estimating the take up of Additional Services (dependent on the Additional Service, 0.1%, 0.5%, 5%, 10% or 20% of TQ students/assessments as applicable, or 40 instances of visits/reviews as applicable) including the anticipated number of assessments, is for evaluation purposes only. The unspecified TQ update charge based on a fixed number of days (20), is also an estimate used for evaluation purposes only. The Total Contract Value will be based on 5 cohorts only (please note that the estimated total contract value provided in the PIN Notice is based on 5 cohorts including the optional 1 + 1 cohort extension which is at the discretion of the Authority).

#### **Fee definitions**

**1. Qualification Development Fee:** A fixed charge for the initial refresh and update of the TQ covering the elements set out in paragraph 10.4 of the Evaluation Guidance. This will be paid in three installments as set out in the Contract. To complete this pricing schedule, Potential Suppliers must provide a Qualification Refresh Charge as defined in the Contract.

**2. Entry fee:** A per student entry fee charged to Providers. This will cover all assessment and support services for the whole TQ. The fee provided here remains fixed throughout the Contract term (noting that in the occasion where a Potential Supplier is awarded more than one lot, the discount to the entry fee described above will be applied) other than inflationary increases in accordance with the Contract. Note that Potential Suppliers may not make any separate charge for Provider approval. Anticipated costs for Provider approval services must be included in other charges or fees in this Pricing Schedule. The entry fee must be inputted directly on the 'Input A' tab.

**3. Fees for Additional Services:** These are fees charged directly to Providers in relation to the provision of Additional Services from the menu of services that Suppliers must make available to Providers. Each Additional Service must be delivered on request. Each fee provided here should cover one instance of the relevant Additional Service being delivered. The fee provided here is expected to remain fixed throughout the Contract, other than inflationary increases in accordance with the Contract. The Additional Services fees are to be inputted directly on the 'Input A' tab.

**4. Fees for Exclusive Changes to the TQ:** The Authority will pay the Supplier for making changes to the TQ during the Contract term where these are defined as Exclusive TQ Changes in the Contract. For evaluation purposes, Potential Suppliers must price two TQ change scenarios as described in tab 'Input D'.

For evaluation purposes, the rate card completed in 'Input B' and the detail entered in 'Input D' will be used to calculate the cost of two scenarios, and a cost of an unspecified TQ change as follows:

- > The weighted average for the two scenarios is calculated by multiplying the total charges of the 2 scenarios by their relative weighting and adding them together, to represent an average charge for a Exclusive TQ Change. This charge will then be automatically shown on the 'Input A' tab, cell H17. For the purposes of the TCV, this average charge will be multiplied by the estimated number of Exclusive TQ Changes over the Contract term that are similar to the scenarios (i.e. 2).
- > The unspecified TQ update charge is calculated using a blended day rate. The blended day rate will be calculated on 'Input B' using the total of all daily rates listed in the rate card divided by the number of roles that are listed. For the purposes of the TCV, an unspecified TQ update charge will then be calculated by multiplying the blended day rate by 20 days. This is for the purposes of evaluation only and neither the blended rate or the unspecified TQ update charge are expected to form the basis for a specific charge to be paid by the Authority.

















## **Schedule 6A**

### **Adaptive Pricing**

#### **1. The Review Triggers**

- 1.1 The Parties agree that the Entry Fee, as referred to in Schedule 6, shall be reviewed and may change, in the following two instances:
- 1.1.1 in or around [December 2026], which shall be referred to as the Mid-Term Review; and
  - 1.1.2 in the event that the Authority seeks to extend the Contract in accordance with clause 2.2 and 15.2 of the Contract, in or around [December 2028], which shall be referred to as the Extension Review.

#### **2. The Mid Term Review**

- 2.1 On or around [1<sup>st</sup> December 2026] the Authority shall provide the Supplier with an updated projection of total learner volumes for the five Exclusive Cohorts under the Contract which shall be referred to as the Updated Projection.
- 2.2 The Updated Projection shall be calculated by the Authority by combining the actual learner volumes for Exclusive Cohorts one and two, as confirmed by the Department to the Authority, with the revised estimates for the remaining three Exclusive cohorts of the Contract, as determined by the Department and confirmed to the Authority.

#### **Circumstances in which an Enhanced Entry Fee is permitted**

- 2.3 Where the Updated Projection is calculated to be at least 15% less than the total learner volume contained in the original tender documents, which shall be referred to as the Initial Projection, the Authority shall determine a revision to the Entry Fee which shall be referred to as the Enhanced Entry Fee and will be in such amount as to enable the Supplier to retain the opportunity to achieve its % profit margin, as set out in Schedule 6, over the life of the original Contract and;

- 2.3.1 the Authority shall notify the Supplier in writing, on or before the [31<sup>st</sup> December 2026] of the Enhanced Entry Fee;
- 2.3.2 by no later than the end of February in the Academic Year prior to the Academic Year in which the Enhanced Entry Fee may be applied the Supplier shall notify the Authority in writing of its intention to substitute the Entry Fee with the Enhanced Entry Fee, or such other Entry Fee not exceeding the Enhanced Entry Fee, as the case may be;
- 2.3.3 for the avoidance of doubt, any Entry Fee to be adopted by the Supplier pursuant to the provisions of this paragraph 2.3, will also incorporate any adjustments proposed by the Supplier under clause 4.12 of the Contract. The collective adjustments calculated in accordance with this paragraph 2.3 and or clause 4.12 will not exceed the Enhanced Entry Fee.
- 2.3.4 Any Enhanced Entry Fee shall apply for the Cohort for the Academic Year commencing 1 August [2027] and shall continue to apply to the Cohort for the Academic Year commencing 1 August [2027] and the Cohort for the Academic Year commencing 1 August [2027], and may be subject to later adjustments effected by the further application of clause 4.12 of the Contract.

**Circumstances in which a Reduced Entry Fee will be required**

- 2.4 Where the Updated Projection is calculated to be at least 15% more than the Initial Projection, the Authority shall determine a reduced Entry Fee which shall be referred to as the Reduced Entry Fee which will be in such amount as to enable the Supplier to retain the opportunity to achieve, but not exceed, its % profit margin, as set out in Schedule 6.
  - 2.4.1 The Authority shall notify the Supplier in writing, on or before the [31<sup>st</sup> December 2026] of the Reduced Entry Fee;
  - 2.4.2 For the avoidance of doubt, the Reduced Entry Fee will also incorporate any adjustments proposed by the Supplier under clause 4.12 of the Contract.
  - 2.4.3 The Reduced Entry Fee shall apply for the Cohort for the Academic Year commencing 1 August [2027] and shall apply to the Cohort for the Academic Year commencing 1 August [2027] and the Cohort for the Academic Year

commencing 1 August [2027], and may be subject to later adjustments effected by the further application of clause 4.12 of the Contract.

### **3. The Extension Review**

3.1 In the event of notification by the Authority to the Supplier of their intention to extend the Contract in accordance with clause 2.2 and 15.2, which shall be referred to as 'the First Extension Period', the Authority shall:

3.1.1 before the end of the final Exclusive Cohort, provide the Supplier with the projection of learners for the Academic Years which fall within the First Extension Period following the end of the fifth Exclusive Cohort, as determined by the Department and confirmed to the Authority, which shall be referred to as the Final Updated Projection;

3.1.2 where the Final Updated Projection is calculated to be at least 15% less than the Updated Projection for the fifth Exclusive Cohort, calculate the Entry Fee applicable to the First Extension which shall be referred to as the Extension Entry Fee, in such a sum which ensures that the Supplier retains the opportunity to achieve its % profit margin, as set out in Schedule 6, during the First Extension Period;

3.1.3 the Authority shall notify the Supplier in writing, on or before the [31<sup>st</sup> December 2028] of the Extension Entry Fee;

3.1.4 by no later than the end of February in the Academic Year prior to the Academic Year in which the Extension Entry Fee may be applied the Supplier shall notify the Authority in writing of its intention to substitute the Entry Fee with such other Entry Fee not exceeding the Extension Entry Fee, as the case may be;

3.1.5 the Extension Entry Fee shall also incorporate any adjustments to the Entry Fee effected by the application of clause 4.12;

3.1.6 any Extension Entry Fee shall apply for the Cohorts for the Academic Years which fall within the First Extension Period.

- 3.2 In the event that the Authority seeks to extend the Contract beyond the First Extension Period, in accordance with the provisions of clause 2.2 and 15.2 of the Contract, the Extension Entry Fee shall not be amended further save for any adjustments effected by the application of clause 4.12.

**Circumstances in which a Reduced Extension Entry Fee will be required**

- 3.3 Where the Final Updated Projection is calculated to be at least 15% more than the Updated Projection for the fifth Exclusive Cohort, the Authority shall determine a reduced Entry Fee which shall be referred to as the 'Reduced Extension Entry Fee' which will be in such amount as to enable the Supplier to retain the opportunity to achieve, but not exceed, its % profit margin, as set out in Schedule 6.
- 3.3.1 The Authority shall notify the Supplier in writing, on or before the [31st December 2028] of the Reduced Extension Entry Fee;
- 3.3.2 For the avoidance of doubt, the Reduced Extension Entry Fee will also incorporate any adjustments proposed by the Supplier under clause 4.12 of the Contract.
- 3.3.3 The Reduced Extension Entry Fee shall apply for the Cohorts for the Academic Years which fall in with the First Extension Period, and may be subject to later adjustments effected by the further application of clause 4.12 of the Contract.

**4. General**

- 4.1 The Authority does not provide any assurance that the Updated Projection will be achieved and the Supplier bears all risks arising from any variance between the Updated Projection, the Final Updated Projection and the actual learner volumes that emerge through the life of the contract.

## **Schedule 7**

### **Staff (including Key Personnel)**

#### **1 Key Personnel**

- 1.1 The Supplier shall ensure that the Key Personnel fulfil the Key Roles during the Term. The Annex to this Schedule 7 lists the Key Roles, remit and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.
- 1.2 The Authority can identify any further roles as being Key Roles and, following agreement on this by the Supplier (such agreement not to be unreasonably withheld or delayed) any relevant person selected to fill those Key Roles (and details of the role itself) shall be included on the list of Key Personnel in the Annex to this Schedule 7.
- 1.3 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Schedule 12 (*Exit Management*)) unless:
  - 1.3.1 requested to do so by the Authority;
  - 1.3.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
  - 1.3.3 the person's employment or contractual arrangement with the Supplier or a Subcontractor is terminated for material breach of contract by the employee; or
  - 1.3.4 the Supplier obtains Approval (such Approval not to be unreasonably withheld or delayed).
- 1.4 The Supplier shall:
  - 1.4.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.4.2 ensure that any Key Role is not vacant for any longer than 10 Working Days;
  - 1.4.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death,

unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;

1.4.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services and/or supply of any Products; and

1.4.5 ensure that any replacement for a Key Role:

(i) has a level of qualifications and experience appropriate to the relevant Key Role; and

(ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

## **2 Staff vetting**

2.1 For the purposes of this paragraph 2, "**Convictions**" means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act).

2.2 The Supplier shall ensure that all potential Supplier Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with Students or vulnerable persons (and/or access to data or information relating to such Students or vulnerable persons) are, to the extent permitted by Law:

2.2.1 questioned concerning their Convictions; and

2.2.2 required to obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) where required by Law,

before the Supplier engages the potential staff or persons in the provision of the Services.



- 2.3 The Supplier shall take all necessary steps to ensure that such potential staff or persons referred to in paragraph 2.2 obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.
- 2.4 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:
- 2.4.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with paragraph 2.2.1;
  - 2.4.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with paragraph 2.2.2; or
  - 2.4.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier under paragraph 2.2.2.
- 2.5 In addition to the requirements of paragraphs 2.1 to 2.4, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier shall:
- 2.5.1 comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
  - 2.5.2 ensure that it has no reason to believe that any member of Supplier Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
  - 2.5.3 ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Students or any other person.
- 2.6 The Supplier shall ensure that the Authority is kept advised at all times of any member of the Supplier Staff who, subsequent to their commencement of employment as a

member of the Supplier Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Students or any other person. The Supplier shall only be entitled to continue to engage or employ such individual with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall immediately remove such individual from the Supplier Staff.

- 2.7 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in paragraphs 2.1 to 2.6 of this Schedule have been met.
- 2.8 For Supplier Staff appointed following the Effective Date who shall or may have access to IfATE Data, in addition to meeting its obligations under this paragraph 2, the Supplier shall carry out pre-employment screening meeting the HMG Baseline Personnel Security Standard (BPSS) or equivalent in accordance with Schedule 9 (*Data Handling and Security Management*).

## **Annex to Schedule 7**

### **List of Key Personnel**

The content for this Annex is contained in a separate file at:

S7\_A1\_GEN2W1\_DPDD\_List\_of\_Key\_Personnel



## **Schedule 8**

### **Supply Chain (including approved Subcontractors)**

#### **1 Appointment of Key Subcontractors**

- 1.1 Where the Supplier wishes to enter into a Key Sub-Contract or replace a Key Subcontractor, it must obtain Approval, such Approval not to be unreasonably withheld or delayed. For these purposes, the Authority may withhold its Approval to the appointment of a Key Subcontractor if it reasonably considers that:
  - 1.1.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Services and/or the supply of the Products or may be contrary to the interests of the Authority and/or the TQ;
  - 1.1.2 the proposed Key Subcontractor is unreliable and/or has not provided reasonable services to its other customers or clients;
  - 1.1.3 the proposed Key Subcontractor employs unfit persons; or
  - 1.1.4 the proposed Key Subcontractor should be excluded in accordance with clause 15.715.8 (*Ending or extending this Contract*).
- 1.2 The Authority confirms its Approval of the appointment of the Key Subcontractors listed in Annex 1 to this Schedule 8.
- 1.3 Except where the Authority has given its Approval otherwise, the Supplier shall ensure that each Key Sub-Contract shall include:
  - 1.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
  - 1.3.2 a right for the Authority to enforce any provisions under the Key Sub-Contract which are capable of conferring a benefit upon the Authority;
  - 1.3.3 a provision enabling the Authority to enforce the Key Sub-contract as if it were the Supplier;
  - 1.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the

Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority; and

1.3.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract:

- (i) under clauses 18.1 to 18.9.4 (*Data protection and information*);
- (ii) under clause 20 (*When information can be shared*);
- (iii) in respect of any obligation not to bring the Authority, the Department or the ESFA and/or the T Levels Programme into disrepute and/or otherwise diminish the trust that the public places in the Authority, the Department or the ESFA, as set out in clause 3.1.9 (*How the Services must be supplied*); and
- (iv) in respect of the keeping of records and provision of information (including (as applicable) Management Information) in relation to that part of the Services being provided and/or those Products being supplied under the Key Sub-Contract.

1.4 The Supplier shall, as soon as reasonably practicable following a request by the Authority, provide a copy of any proposed Key Sub-Contract (and/or any Key Sub-Contract which it has entered into) to demonstrate compliance by the Supplier with its obligations under this paragraph 1.

## **2 Subcontractor information**

2.1 If the Authority asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- 2.1.1 their name;
- 2.1.2 the scope of their appointment; and
- 2.1.3 the duration of their appointment.

## **Annex 1 to Schedule 8**

### **Key Subcontractors**

Not Used

## **Schedule 9**

### **Data Handling and Security Management**

- 1 The Supplier shall maintain Cyber Essentials certification and shall operate an Information Security Management System in relation to the Services that is compliant with ISO 27001 (the International Standard for Information Security Management Systems) or an equivalent standard.
- 2 The Supplier shall have in place and maintain physical security, in line with the requirements outlined in ISO 27002 (the International Standard describing the Code of Practice for Information Security Controls), including entry control mechanisms (e.g. door access) to premises and sensitive areas.
- 3 The Supplier shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to IT systems to ensure only authorised personnel have access to IfATE Data.
- 4 The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect IfATE Data, including: physical security controls; Good Industry Practice policies and processes; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions, operating systems, network devices and application software; user access controls; and the creation and retention of audit logs of system use.
- 5 The Supplier shall carry out and shall maintain records of appropriate technical risk assessments in respect of all aspects of the Supplier's handling of IfATE Data. The Supplier shall provide such records to the Authority on request and shall ensure that such records are capable of demonstrating to the Authority's reasonable satisfaction that appropriate procedures are in place to address any significant risks identified.
- 6 The Supplier shall ensure that IfATE Data is processed and stored in a manner which enables such IfATE Data to be identified and securely deleted when required. The Supplier shall ensure that IfATE Data which is not in electronic form is kept physically separate from the data of the Supplier and any of the Supplier's other customers.
- 7 Any IfATE Data transferred by the Supplier using electronic transfer methods across public space or cyberspace, including mail and courier systems, or third party provider



networks must be encrypted to an encryption standard meeting Transport Layer Security (TLS) 1.2 or later.

- 8 Storage of IfATE Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated requirement and shall be subject to paragraphs 9 and 10 below.
- 9 Any portable removable media (including pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process IfATE Data to deliver or support the Services, shall be under the control and configuration management of the Supplier, shall be necessary to deliver the Services and shall be encrypted to the Advanced Encryption Standard (AES) 256 or equivalent.
- 10 All portable IT devices (including laptops, tablets, smartphones or other devices, such as smart watches) which handle, store or process IfATE Data to deliver and support the Services, shall be under the control and configuration management of the Supplier, shall be necessary to deliver the Services and shall be full-disk encrypted to the Advanced Encryption Standard (AES) 256 or equivalent.
- 11 Whilst in the Supplier's care, all removable media and hardcopy paper documents containing IfATE Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder, a professional secure disposal organisation or an equivalent secure disposal method.
- 12 When necessary to hand-carry removable media and/or hardcopy paper documents containing IfATE Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of the Supplier's premises.
- 13 The Supplier shall ensure throughout the Term that it is in a position (and is able to demonstrate to the Authority's reasonable satisfaction that it is in a position) to provide a complete copy of all IfATE Data at the Authority's request at any time and on the termination or expiry of the Contract.

- 14 At the end of the Contract or in the event of equipment failure or obsolescence, all IfATE Data, in either hardcopy or electronic format, that is physically held or logically stored on the Supplier's IT infrastructure must be securely sanitised or destroyed and accounted for in a manner that ensures that the relevant data is not retrievable using normally available methods and/or tools and which allows the Supplier to demonstrate its compliance with this paragraph 14 at the Authority's request. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, then the Supplier shall protect the Authority's information and data until such time that it can be securely cleansed or destroyed.
- 15 Access by Supplier Staff to IfATE Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role and have undergone pre-employment screening appropriate to the nature and sensitivity of the IfATE Data and, for Supplier Staff appointed following the Effective Date, have undergone pre-employment screening which is at least equivalent to the HMG Baseline Personnel Security Standard (BPSS).
- 16 All Supplier Staff who handle IfATE Data must have annual awareness training in protecting information.
- 17 The Supplier shall have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the Services is not adversely affected in the event of an incident (as set out in the Supplier's Business Continuity Plan). An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the Services. Upon request from the Authority, the Supplier will provide evidence of the effectiveness of their business continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 18 Any suspected or actual breach of the confidentiality, integrity or availability of IfATE Data being handled in the course of providing the Services, or any non-compliance with security standards pertaining to the Services, shall be investigated immediately and escalated to the Authority. The Supplier shall maintain audit records and event logs in respect of any such security events in accordance with documented retention policies approved by the Authority.

- 19 The Supplier shall ensure that any IT systems and hosting environments that are used to handle, store or process IfATE Data shall be subject to independent penetration testing, to take place within the three month period immediately prior to the start of each Academic Year, to test the security of such systems and hosting environments, by a penetration testing provider that is CHECK, CREST or TIGER scheme approved. The Supplier shall include a summary of the findings of such penetration testing and the details of any necessary remedial work carried out in the annual penetration testing report required under Schedule 2 (*Service Requirements*). In the event of security issues being identified which are ranked as “high” importance or above, the Supplier shall notify the Authority as soon as reasonably possible (and in any event within 2 Working Days), shall promptly remedy such issues, and shall promptly carry out a follow-up remediation test at the Authority’s request.
- 20 The Supplier shall ensure that any consumer-off-the-shelf software used in relation to the IfATE Data or otherwise to deliver the Services is kept up-to-date and subject to mainstream support.
- 21 The Supplier shall procure and implement security patches to address any vulnerabilities in the IT systems used to handle the IfATE Data or to deliver the Services, within a period of time appropriate to the risk the vulnerability presents.
- 22 The Supplier shall not without the prior written agreement of the Authority store any IfATE Data outside of the UK or perform any form of IT management, support or development function from outside the UK. The Supplier shall provide the Authority with full details of any proposal to do so and shall not go ahead with any such proposal without the prior written agreement of the Authority.
- 23 The Supplier shall undergo appropriate security assurance activities as may reasonably be determined by the Authority from time to time and shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation. This will include obtaining any necessary professional security resources required to support the Supplier’s security assurance activities.
- 24 The Supplier shall have in place and maintain a secure system for data exchange sufficient to enable the Supplier to make all required Management Information and Ofqual information returns in relation to the TQ and the Services.

- 25 Unless otherwise agreed in writing by the Authority, the Supplier shall ensure that any of their Subcontractors, third party suppliers or partners (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor's own personal service company) who could potentially access any IfATE Data meet all of the requirements in this Schedule as they apply to the Supplier and shall contractually enforce such requirements onto any such Subcontractors, third party suppliers or partners (including any Assessor who is self-employed or who provides services to the Supplier through that Assessor's own personal service company).

## **Schedule 10**

### **Business Continuity**

The content for this Schedule is contained in a separate file at:

S10\_Gen2W1\_DPDD\_Business\_Continuity















## **Schedule 11**

### **Change Management**

#### **Variation Form**

<b>Variation Form / change control note (CCN) No:</b>	<b>Contract:</b>	<b>Effective Date of Variation:</b>
<b>Initiated by:</b>  Change requested by [Supplier <b>OR</b> Authority]		
<b>Date of request:</b>		
<b>Period of validity:</b>  This Variation Form is valid for acceptance until [DATE].		
<b>Reason for change:</b>		
<b>Description and impact of the change (including to delivery and performance):</b>		
<b>Time limit for Impact Assessment:</b>		
<b>Required amendments to wording of Contract or Schedules:</b>		
<b>Adjustment to Charges resulting from change:</b>		
<b>Supporting or additional information:</b>		
<b>SIGNED ON BEHALF OF THE AUTHORITY</b>	<b>SIGNED ON BEHALF OF THE SUPPLIER</b>	
Signature:	Signature:	
Name:	Name:	
Position:	Position:	
Date:	Date:	

## **Schedule 12**

### **Exit Management**

#### **PART A: GENERAL**

##### **1 Exit Plan**

- 1.1 The Supplier shall, within two Months after the Effective Date, deliver to the Authority an initial Exit Plan (adopting and updating the form of plan at Annex 1 to this Schedule 12) that:
  - 1.1.1 sets out the Supplier's proposed methodology for achieving an orderly transfer of the Services to the Authority and/or its Replacement Supplier on the expiry or termination of this Contract;
  - 1.1.2 complies with the requirements set out in paragraph 1.3 below; and
  - 1.1.3 is otherwise reasonably satisfactory to the Authority.
- 1.2 The Authority shall consider the initial Exit Plan and shall notify the Supplier of any amendments it believes are necessary. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 30 Working Days of the Authority requesting any amendments, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.3 The Exit Plan shall set out, as a minimum:
  - 1.3.1 how the Exit Information will be obtained;
  - 1.3.2 separate mechanisms for dealing with Ordinary Exit, Early Exit and Emergency Exit, with the provisions relating to Early Exit and Emergency Exit prepared on the assumption that the Supplier may be unable to provide the full level of assistance that is required by the provisions relating to Ordinary Exit, and to include in the case of Early Exit and Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;

- 1.3.3 the management structure to be employed during the transfer of the Services in the event of each of an Ordinary Exit, an Early Exit and an Emergency Exit;
- 1.3.4 a detailed description of the transfer processes, including a timetable, applicable in the case of each of an Ordinary Exit, an Early Exit and an Emergency Exit;
- 1.3.5 steps the Supplier will take to mitigate the potential for and/or costs of any redundancies (if applicable) of any individual employed by either the Supplier or any Subcontractor in the provision of the Services in the event of each of an Ordinary Exit, an Early Exit and an Emergency Exit; and
- 1.3.6 without prejudice to the Supplier's obligations elsewhere in this Schedule, the scope of any further termination-related assistance that may reasonably be required by the Authority to achieve an orderly transfer of the Services to the Authority and/or its Replacement Supplier in the case of each of an Ordinary Exit, an Early Exit, and an Emergency Exit.

## **2 Updates to the Exit Plan**

2.1 The Supplier shall review and (if appropriate) update the Exit Plan:

- 2.1.1 following IfATE Approval;
- 2.1.2 at least once every Academic Year;
- 2.1.3 whenever there is a material change to the Services (including any TQ Change); and
- 2.1.4 within 10 Working Days of the service of a Termination Notice,

and consider what changes (if any) are necessary to reflect the current state of the Services and the TQ at the relevant point in time and to ensure that the Exit Plan meets the requirements of this Schedule and is capable of being implemented promptly.

2.2 Following each review required under paragraph 2.1, the Supplier shall submit for the Authority's approval a revised draft of the Exit Plan showing any proposed amendments necessary to ensure the Exit Plan continues to meet the requirements of this Schedule. The Authority shall consider each such revised draft and shall notify the

Supplier of any further amendments it believes are necessary. The Supplier shall incorporate all reasonable amendments requested by the Authority in a further revised draft of the Exit Plan. If the Parties are unable to agree the contents of a revised Exit Plan within 30 Working Days of the Authority requesting any amendments, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.3 When the revised Exit Plan is agreed, it shall be signed by both Parties, following which it shall supersede any previous versions of the Exit Plan.

### **3 Provision of Exit Information**

- 3.1 The Supplier shall provide to the Authority the Exit Information (as defined in paragraph 3.2 below) in an appropriate documentary form:

- 3.1.1 within one Month of the date 12 Months prior to the Expiry Date (as extended by any Extension Period);
- 3.1.2 as soon as reasonably practicable after (and in any event within one Month of) the date of service of a Termination Notice by either Party; and
- 3.1.3 at the Authority's request on reasonable notice at any point during the Term provided that the Authority shall not make such a request more than twice in any 6 month period.

- 3.2 Subject to paragraph 3.3, the information to be provided under paragraph 3.1 shall include all such information as is reasonably necessary and sufficient to enable the Authority and/or any Replacement Supplier to take over and provide the Services and the TQ following the expiry or termination of this Contract (the "**Exit Information**"), and in particular shall include:

- 3.2.1 details of all Supplier third party contracts or licences used for the provision of the Services (including any Transferable Contracts) including, where applicable, whether such contracts or licences are used by the Supplier to provide services to other customers of the Supplier, save to the extent these details are subject to an obligation of confidence to a third party that is not part of the Supplier's corporate group;
- 3.2.2 details of all the Intellectual Property Rights used in the provision of the Services or developed as part of the Services;

- 3.2.3 details of any IfATE Data that is in the possession or control of the Supplier or any Subcontractors or that is otherwise used in the provision of the Services;
- 3.2.4 details of any Key Materials and Ancillary Materials;
- 3.2.5 details of any ongoing projects or other work carried out under this Contract; and
- 3.2.6 in respect of all individuals engaged in providing the Services, such information as the Authority may reasonably request (subject, at all times, to any relevant Data Protection Legislation), including in an anonymised format full and accurate details of:
- (i) the total number of such individuals;
  - (ii) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
  - (iii) their dates of commencement of employment or engagement;
  - (iv) their remuneration and other benefits;
  - (v) their other terms and conditions of employment, as applicable (including their relevant contractual notice periods and any other terms relating to termination of employment, redundancy procedures and redundancy payments);
  - (vi) their job titles and job descriptions;
  - (vii) details of any such individuals on long term sickness absence, parental leave, maternity leave, paternity leave or other authorised long-term absence;
  - (viii) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
  - (ix) details of who reports to each individual and to whom each individual reports; and



- (x) any collective agreements that apply to them; and
- 3.2.7 any other material or information reasonably requested by the Authority.
- 3.3 The Supplier shall not be required to provide in the Exit Information any information that has already been provided to the Authority as part of the Management Information, unless that information has become outdated and/or inaccurate since it was last provided as part of the Management Information.
- 3.4 Once provided in accordance with paragraph 3.1 above, the Supplier shall provide any updates to the Exit Information to the Authority:
  - 3.4.1 on a Monthly basis (following any Month where there are changes to the Exit Information) following the earliest of the dates referred in to paragraphs 3.1.1 and 3.1.2; and
  - 3.4.2 as soon as reasonably practicable following (and in any case within one Month of) the Authority's reasonable request, provided that the Authority shall not make such a request more than twice in any 6 Month period.
- 3.5 The Exit Information shall be deemed to be Confidential Information. The Authority shall only use the Exit Information for the Exit Purposes as defined in paragraph 4.2 below, and shall ensure that such Exit Information is only disclosed within the Authority to those individuals who need to know the Exit Information for the Exit Purposes. The Authority may disclose the Exit Information to any Replacement Supplier for the Exit Purposes.

#### **4 Provision of assistance on termination or expiry**

- 4.1 In connection with any expiry or termination of this Contract for whatever reason, the Parties shall perform their respective obligations as stated in the Exit Plan, and without prejudice to the generality of this obligation:
  - 4.1.1 the Supplier shall provide to the Authority and/or any Replacement Supplier (as applicable) all reasonable assistance requested by the Authority for the transfer of the Services and the TQ from the Supplier to the Authority and/or the Replacement Supplier (as applicable) with the minimum of disruption and inconvenience to Students and Stakeholders;

- 4.1.2 the Supplier shall provide the Authority with:
- (i) a complete copy of all Key Materials;
  - (ii) a complete copy of any Ancillary Materials that have not previously been provided or that have been updated since they were last provided; and
  - (iii) at the Authority's request, further copies of any Ancillary Materials previously provided;
- 4.1.3 the Supplier shall provide the Authority or, at the Authority's request, any Replacement Supplier, with a copy of all IfATE Data that is in the possession or control of the Supplier or any Subcontractors or that is otherwise used in the provision of the Services;
- 4.1.4 the Supplier shall provide any additional information reasonably required by the Authority to understand and access any data or information provided by the Supplier; and
- 4.1.5 at the Authority's request, the Supplier shall enter into a period of parallel running of the Services alongside the running of any Replacement Services and shall use its reasonable endeavours to facilitate a phased transfer of the Services to the Authority and/or any Replacement Supplier (but only where that phased transfer does not impact on the Supplier's ability to deliver the Services that it remains responsible for providing under this Contract).
- 4.2 Without prejudice to the terms of clause 13 (*Intellectual Property Rights*), the Supplier hereby grants to the Authority a worldwide, royalty free licence (with a right to sublicense to any Replacement Supplier) to use any information, data, software or materials referred to in the Exit Information or provided by the Supplier or its Subcontractors in the performance of the Supplier's obligations under this paragraph 4. The Authority and any Replacement Supplier sub-licensees may only use such information, data, software and materials for such purposes and for such period as is reasonably necessary to ensure an orderly transfer of the Services to the Authority or a Replacement Supplier that minimises disruption and inconvenience to Students and Stakeholders ("**Exit Purposes**").

- 4.3 In the event of an Emergency Exit, the Supplier shall grant or procure the grant to the Authority and any Replacement Supplier the right during any Transition Period and on termination of this Contract to access and use the IT systems used by the Supplier (including software and databases) insofar as such access and use is necessary in order to enable an orderly transfer of the Services to the Authority and/or its Replacement Supplier on the termination of this Contract, and the Supplier shall provide such access, information and credentials as are required for the Authority and/or Replacement Supplier to access such systems for such purposes.

## **5 Transferable Contracts**

- 5.1 During the period beginning 6 Months prior to the End Date or following the service of a Termination Notice by either party, the Supplier shall not without the Authority's prior written consent terminate, enter into or vary:
- 5.1.1 any Transferable Contract; or
- 5.1.2 any other Sub-Contract, except to the extent such change does not or will not affect the provision of the Services or the Charges.
- 5.2 On expiry or termination of this Contract for any reason, the Supplier shall at the Authority's request assign, novate or procure the novation of the Supplier's interest in the Transferable Contracts to the Authority or a Replacement Supplier.

## **6 Costs of assistance on termination or expiry**

- 6.1 Save in respect of the provision of the Services (for which the Supplier shall continue to be remunerated in accordance with Schedule 6 (*Pricing Schedule*)):
- 6.1.1 where the Contract is terminated by the Authority as a result of a Supplier Termination Event under clause 15.3 (*Ending or extending this Contract*) or where the Contract is wrongfully terminated or repudiated by the Supplier, the Parties' costs of compliance with paragraph 4 shall be borne by the Supplier; and
- 6.1.2 where the Contract is terminated by the Supplier under clause 15.5 (*Ending or extending this Contract*) or where the Contract is wrongfully terminated or repudiated by the Authority, the Parties' costs of compliance with paragraph 4 shall be borne by the Authority.

- 6.2 References to “**costs**” in paragraph 6.1 shall be deemed to refer only to direct, reasonable and verifiable costs (which, in the case of the Supplier, shall be calculated in accordance with the Rate Card). Both Parties shall use all reasonable endeavours to mitigate such costs and, to the extent reasonably practicable, each Party shall notify and obtain the consent of the other Party before incurring any costs for which the other Party would be liable under paragraph 6.1.
- 6.3 Subject to paragraph 6.1, each Party shall bear its own costs of compliance with this Schedule.

## **7 General**

- 7.1 The Supplier warrants to the Authority that all the information provided under paragraphs 3 and 4 shall conform to the requirements of this Contract or, where there are no such requirements, shall be prepared in accordance with Good Industry Practice.
- 7.2 Except as otherwise stated in the Exit Plan:
- 7.2.1 the obligations in paragraphs 4 and 5 shall be in addition to, and not in substitution for, the provision of the Services; and
  - 7.2.2 subject to the continued payment of the Charges in accordance with the terms of this Contract, the Supplier shall continue to provide, and the Authority shall continue to receive, the Services during the Term in accordance with the terms and conditions of this Contract.

## **PART B: EMPLOYMENT**

### **8 Employment exit provisions**

- 8.1 This Contract envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part (“**Subsequent Transfer**”). If a Subsequent Transfer is a Relevant Transfer then the Authority or Replacement Supplier will inherit liabilities in respect of the Relevant Employees with effect from the Relevant Transfer Date.

- 8.2 The Supplier shall and shall procure that any Subcontractor shall on receiving notice of termination of this Contract or otherwise, on request from the Authority and at such times as required by TUPE, provide in respect of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services, the Supplier's Provisional Supplier Personnel List and the Staffing Information together with any additional information required by the Authority, including information as to the application of TUPE to each individual listed on the Supplier's Provisional Supplier Personnel List. The Supplier shall notify the Authority of any material changes to this information as and when they occur.
- 8.3 At least 28 days prior to the Relevant Transfer Date, the Supplier shall and shall procure that any Subcontractor shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Supplier, the Supplier's Final Supplier Personnel List, which shall be complete and accurate in all material respects. The Supplier's Final Supplier Personnel List shall identify which of the Supplier's and Subcontractor's personnel named are Relevant Employees.
- 8.4 The Authority shall be permitted to use and disclose the Supplier's Provisional Supplier Personnel List, the Supplier's Final Supplier Personnel List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services that are substantially the same type of services as (or any part of) the Services.
- 8.5 The Supplier warrants to the Authority and the Replacement Supplier that the Supplier's Provisional Supplier Personnel List, the Supplier's Final Supplier Personnel List and the Staffing Information ("**TUPE Information**") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Supplier's Final Supplier Personnel List.
- 8.6 The Supplier shall and shall procure that any Subcontractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 8.7 Any change to the TUPE Information which would increase the total employment costs of the staff in the 12 months prior to the Expiry Date and/or the period following the date of service of a Termination Notice by either Party, shall not (so far as reasonably practicable) take place without the Authority's prior written consent, unless such changes are required by law. The Supplier shall and shall procure that any

Subcontractor shall supply to the Authority full particulars of such proposed changes and the Authority shall be afforded reasonable time to consider them.

- 8.8 In the 12 months prior to the Expiry Date and the period following the date of service of a Termination Notice by either Party, the Supplier shall not and shall procure that any Subcontractor shall not materially increase or decrease the total number of staff listed on the Supplier's Provisional Supplier Personnel List, their remuneration, or make any other change in the terms and conditions of those employees without the Authority's prior written consent.
- 8.9 The Supplier shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Supplier's Personnel, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance, pension contributions and otherwise, up to the Relevant Transfer Date.
- 8.10 The Supplier shall indemnify and keep indemnified in full the Authority and at the Authority's request each and every Replacement Supplier against all Employee Liabilities relating to:
- 8.10.1 any person who is or has been employed or engaged by the Supplier or any Subcontractor in connection with the provision of any of the Services;  
or
- 8.10.2 any trade union or staff association or employee representative,  
  
arising from or connected with any failure by the Supplier and/or any Subcontractor to comply with any legal obligation, and whether any such claim arises or has its origin before or after the Relevant Transfer Date.
- 8.11 The Authority will and/or shall ensure that any Replacement Supplier will indemnify and keep indemnified in full the Supplier against any liability to the extent only arising from any failure by the Authority and/or any Replacement Supplier to comply with their obligations under TUPE.
- 8.12 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.

- 8.13 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply in respect of paragraph 8.2 to paragraph 8.10 to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Authority in its own right under the Contracts (Rights of Third Parties) Act 1999.
- 8.14 Despite paragraph 8.13, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

## **Schedule 12: Annex 1 – Exit Plan**

The content for this Annex is contained in a separate file at:

S12\_A1\_GEN2W1\_DPDD\_Q10.4\_Exit\_Plan

S12\_A1\_GEN2W1\_DPDD\_Q10.4\_Entry\_Plan



**Schedule 12 Annex 1**

**Exit Plan**

S12\_A1\_GEN2W1\_DPDD\_Q10.4\_Exit\_Plan









































































































































































**Schedule 12 Annex 1**

Entry Plan

S12\_A1\_GEN2W1\_DPDD\_Q10.4\_Entry\_Plan

















































**Schedule 13**

Form of Guarantee

Not Used

## **Schedule 14**

### **Form of Assignment and Licence**

DATED

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THE INSTITUTE FOR  
APPRENTICESHIPS AND TECHNICAL  
EDUCATION

and

[*Supplier*]

---

INTELLECTUAL PROPERTY  
ASSIGNMENT AND LICENCE IN  
RELATION TO  
THE [xxx] T LEVEL TECHNICAL  
QUALIFICATION

[*DN: The highlighted details above are  
to be completed at the Contract award  
stage*]

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**THIS ASSIGNMENT AND LICENCE** is made on

**BETWEEN:**

- (1) **THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION** of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT (“**Authority**”); and
  - (2) **[DN: Insert Supplier name and details at Contract award stage]** (“**Supplier**”),
- each a “**Party**” and together the “**Parties**”.

## **BACKGROUND TO THIS ASSIGNMENT AND LICENCE**

- (A) The Authority and the Supplier have entered into a contract on the date of this Assignment and Licence for the design, development and delivery of the technical education qualification element (“**TQ**”) for the **[DN: Relevant pathway to be inserted at Contract award stage]** T Level (“the **TQ Agreement**”).
- (B) The Supplier has agreed to assign certain intellectual property rights to the Authority, and to licence certain intellectual property rights to the Authority in connection with the TQ. The Authority has agreed to grant a licence back to the Supplier in relation to certain assigned intellectual property rights.
- (C) This Assignment and Licence, together with the TQ Agreement sets out the agreed terms of such assignment and licences.

## **1 Assignment and Licence start, formation and interpretation**

- 1.1 This Assignment and Licence is legally binding from the Effective Date until it ends in accordance with its terms.
- 1.2 In this Assignment and Licence, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this clause 1 or, where no definition is given in this clause 1, Schedule 1 to the TQ Agreement.
- 1.3 If a capitalised expression does not have an interpretation in this clause 1 or Schedule 1 to the TQ Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

- 1.4 In this Assignment and Licence, unless the context otherwise requires:
- 1.4.1 the singular includes the plural and vice versa;
  - 1.4.2 reference to a gender includes the other gender and the neuter;
  - 1.4.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.4.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
  - 1.4.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.4.6 the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;
  - 1.4.7 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.4.8 references to “**clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Assignment and Licence and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.4.9 references to “**paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

1.4.10 the headings in this Assignment and Licence are for ease of reference only and shall not affect the interpretation or construction of this Assignment and Licence.

1.5 In this Assignment and Licence, unless the context otherwise requires, the following words shall have the following meanings:

**“Ancillary Materials”** means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier.

Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) documentation which provides an overview or analysis of Student performance (including chief examiner and chief moderator reports), which include but are not limited to, examples of student responses to assessment questions and/or tasks as well as narrative explaining why students did well/ less well on individual items/ components/ subcomponents);
- (f) data on Student credits;
- (g) data on Student appeals;
- (h) data on special considerations for Students;
- (i) the Assessment Strategy;
- (j) Student registrations;
- (k) draft materials in preparation for forthcoming assessments;



- (l) the Key Dates Schedule (in respect of forthcoming assessments);
- (m) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ;
- (n) materials from completed assessments, such as completed Students' examination answer booklets; and
- (o) TQ Live Assessment Materials

**"Approval"** has the same meaning as in the TQ Agreement;

**"Assigned Rights"** means the Intellectual Property Rights in the Key Materials;

**"Authority Authorised Representative"** has the same meaning as in the TQ Agreement;

**"Background IPR"** means any IPR owned by a Party prior to the Effective Date or created or developed by a Party otherwise than in the provision of the Services or under or in connection with the TQ Agreement, but does not include IPR in Key Materials;

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

**"Claim"** means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Assignment and Licence;

**"Continuing Activities"** means activities of the Supplier under the TQ Agreement which continue following the end of the second Academic Year for the final Exclusive Cohort (each as defined in the TQ Agreement) in relation to the TQ as offered by the Supplier, such as retakes, appeals, and any ongoing records management contracted to the Supplier;

**"Default"** means any breach of the obligations of the Supplier (including abandonment of the Assignment and Licence in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its

Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Assignment and Licence and in respect of which the Supplier is liable to the Authority;

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

**“Dispute”** means any claim, dispute or difference which arises out of or in connection with this Assignment and Licence or in connection with the negotiation, existence, legal validity, enforceability or termination of this Assignment and Licence, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

**“Effective Date”** means the date on which the last Party to sign has signed this Assignment and Licence;

**“Final Approval Milestone”** has the meaning given in the TQ Agreement;

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

**“Indemnifier”** means a Party from whom an indemnity is sought under this Assignment and Licence;

**“Insolvency Event”** means:

(a) in respect of a company:

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

- (ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
  - (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
  - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
  - (v) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
  - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
  - (vii) being a "**small company**" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (b) where the person is an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
- (c) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

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

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography

rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;

- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

**“IPR Claim”** means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under the TQ Agreement or this Assignment and Licence;

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

Key Materials shall include:

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

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

Key Materials shall not include:

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

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

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

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

**“New IPR”** means :

- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the TQ Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
- (b) IPR in or arising as a result of the performance of the Supplier's obligations under the TQ Agreement and all updates and amendments to the same,

but shall not include any IPR owned by the Supplier prior to the Effective Date;

**“Operate”** in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a T Level technical education qualification or not); and **“Operation”** and other cognate terms shall have a corresponding meaning;

**“Party”** means the Authority or the Supplier and **“Parties”** means both of them where the context permits;

**“Product”** has the meaning given in the TQ Agreement;

**“Provider”** means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students;

**“Replacement Services”** means any services which are substantially similar to any of the Services (including the supply of any Products) and which the Authority receives in substitution for any of the Services, whether those services are provided by the Authority internally and/or by any third party;

**“Replacement Supplier”** has the meaning given in the TQ Agreement;

**“Required Insurances”** has the meaning given in the TQ Agreement;

**“Services”** means the services as described in Schedule 2 to the TQ Agreement (*Service Requirements*) including any Additional Services as defined in the TQ Agreement;

**“Termination Notice”** means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Assignment and Licence on a specified date and setting out the grounds for termination;

**“Third Party IPR”** means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

**“TQ Agreement”** has the meaning given in recital A (above);

**“Transparent”** means that students and employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

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

## **2     Assignment**

2.1 Pursuant to and for the consideration set out in the TQ Agreement, the Supplier assigns to the Authority, absolutely with full title guarantee all its right, title and interest in and to all of the Intellectual Property Rights in the Key Materials (which, for the avoidance of doubt, includes the Guide Standard Exemplification Materials) including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights on or after the date of this Assignment and Licence. Such assignment shall take place on the earlier of:

2.1.1 the creation of any relevant materials known to be Key Materials;

- 2.1.2 the identification by the Supplier of the use of the relevant materials as part of the TQ; and
  - 2.1.3 delivery of the relevant Key Materials to the Authority, or Operation of the TQ by the Supplier.
- 2.2 With the exception of Guide Standard Exemplification Materials, all Key Materials are relevant course documents for the purposes of section A2D3(4) of the Apprenticeships, Skills, Children and Learning Act 2009, and on approval of the TQ at the Final Approval Milestone and on any subsequent Approval, to the extent that any copyright or any rights in copyright forming part of the Assigned Rights have not then been assigned to and vested absolutely in the Authority, they shall be transferred to the Authority by operation of statute in accordance with section A2IA of the Apprenticeships, Skills, Children and Learning Act 2009. Intellectual Property Rights in the Guide Standard Exemplification Materials is assigned to the Authority by virtue of 2.1 above.

### **3 Licences to the Authority**

- 3.1 The Supplier hereby grants to the Authority (and the Authority shall have, in addition to any retained rights under clause 13.8 of the TQ Agreement) a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, exploit and sub-license the IPR in the Ancillary Materials and the Supplier's Background IPR and, in respect of any IPR in Key Materials, in each case to the extent that the same are not at the relevant time vested absolutely in the Authority, as necessary to enable the Authority (and its sub-licensees) to:
  - 3.1.1 use the Key Materials and Ancillary Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and
  - 3.1.2 to use the Key Materials and the Ancillary Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials and the Ancillary Materials:



- (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
  - (ii) to deliver and Operate the TQ and any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
- 3.1.3 otherwise to receive and use the Services and the Deliverables and allow any Future Supplier to use the Deliverables; and
- 3.1.4 to sub-license others to exercise the rights set out in this clause 3.1.
- 3.2 The Authority agrees that it shall use any Ancillary Materials which fall solely within element (l) of the definition of Ancillary Materials (being *"lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ"*) only for the purposes of planning for or executing an Emergency Exit.

#### **4 Licence to the Supplier**

- 4.1 The Authority hereby grants to the Supplier, in respect of the Assigned Rights, a worldwide, royalty free, perpetual and irrevocable non-exclusive licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during and after the Term, but not, save as provided in the TQ Agreement, to use the same as part of a T Level, such licence being subject to clauses 13.13 and 13.14 of the TQ Agreement (which for these purposes shall survive any termination or expiry of the TQ Agreement).

#### **5 Warranties and representations**

- 5.1 The Supplier warrants and represents (on the Effective Date and on any relevant assignment or grant of licence taking effect) that:
  - 5.1.1 it is or will be the sole legal and beneficial owner of, and that it owns all the rights and interests in the Assigned Rights no later than the time for assignment specified in clause 2.1 or when they are assigned in accordance with clause 13.2.1 of the TQ Agreement, save for Assigned Rights other than New IPR, in respect of which it has previously notified the

Authority and the Authority has agreed in writing that this warranty shall not apply;

- 5.1.2 where it is not the sole legal and beneficial owner of the Assigned Rights, including the Assigned Rights which are to be used or embodied in any Key Materials, it has established that all owners of such rights consent to their assignment and transfer absolutely to the Authority;
- 5.1.3 it has all the necessary right and title to grant all the licences granted to the Authority under this Assignment and Licence and the TQ Agreement;
- 5.1.4 it has not licensed or assigned any of the Assigned Rights other than pursuant to this Assignment and Licence or the TQ Agreement;
- 5.1.5 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 5.1.6 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 5.1.7 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 5.1.8 the use of the Key Materials and Ancillary Materials, and exploitation of the Assigned Rights by the Supplier in the provision of the Services and Deliverables or by the Authority in receiving and using the Services and Deliverables or procuring any Replacement Services or by any Future Supplier in Operating any Replacement Services, will not infringe the rights of any third party; and
- 5.1.9 the Key Materials are its original work and have not been copied wholly or substantially from any other source.

## **6     Indemnity**

- 6.1     Subject to clause 19, if there is an IPR Claim, the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 6.2     If an IPR Claim is made or anticipated, the Supplier must at its own expense and the Authority's sole option, either:
  - 6.2.1         obtain for the Authority the rights in clause 2.1 and 3.1 without infringing any Third Party IPR; or
  - 6.2.2         replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

## **7     Moral rights**

- 7.1     The Supplier shall procure written absolute waivers from all authors of the Key Materials and Ancillary Materials in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Key Materials and Ancillary Materials and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

## **8     Ending or extending the Assignment and Licence**

- 8.1     This Assignment and Licence ends if terminated by the Authority for any reason set out in this Assignment and Licence.
- 8.2     If any of the following events happen, the Authority has the right to immediately terminate this Assignment and Licence or any of the licences granted under this Assignment and Licence by issuing a Termination Notice to the Supplier (in the latter case specifying the relevant licences):
  - 8.2.1         a Default incapable of remedy;
  - 8.2.2         a Default capable of remedy that is not corrected within 30 days; and
  - 8.2.3         anything occurs which entitles the Authority to terminate the TQ Agreement.

## **9      Claims against third parties**

- 9.1      The Supplier may take any action it considers appropriate or necessary, subject to the Authority's prior written consent, not to be unreasonably withheld or delayed, if there is a breach, other than in connection with the TQ, by a third party of the Authority's rights in any IPR licensed to the Supplier under clause 4, and the Authority agrees to provide all such assistance as the Supplier may reasonably require (subject to meeting the Authority's reasonably agreed costs and expenses and the Supplier hereby indemnifying the Authority in respect of any loss, damage or liability the Authority incurs by reason of any such action).

## **10     Further assurance**

- 10.1     At the Authority's expense the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment and Licence and the TQ Agreement, including:
- 10.1.1     registration of the Authority as applicant or (as applicable) proprietor of the Assigned Rights; and
  - 10.1.2     assisting the Authority in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Authority against or by any third party relating to the Assigned Rights.
- 10.2     The Supplier appoints the Authority to be its attorney in its name and on its behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Authority to obtain for itself or its nominee the full benefit of this Assignment and Licence.
- 10.3     This power of attorney is irrevocable and is given by way of security to secure the performance of the Supplier's obligations under this Assignment and Licence and the proprietary interest of the Authority in the Assigned Rights and so long as such obligations of the Supplier remain undischarged, or the Authority has such interest, the power may not be revoked by the Supplier, save with the consent of the Authority.

- 10.4 Without prejudice to clause 10.2, the Authority may, in any way it thinks fit and in the name and on behalf of the Supplier:
- 10.4.1 take any action that this Assignment and Licence requires the Supplier to take;
  - 10.4.2 exercise any rights which this Assignment and Licence gives to the Supplier; and
  - 10.4.3 appoint one or more persons to act as substitute attorney(s) for the Supplier and to exercise such of the powers conferred by this power of attorney as the Authority thinks fit and revoke such appointment.
- 10.5 The Supplier undertakes to ratify and confirm everything that the Authority and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 10.

## **11 How much each Party can be held responsible for**

- 11.1 Each Party's total aggregate liability under this Assignment and Licence (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1 million.
- 11.2 No Party is liable to the other for:
- 11.2.1 any indirect Losses; or
  - 11.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.3 The limitation of liability set out in clause 11.1 does not apply to either Party in relation to the following:
- 11.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - 11.3.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
  - 11.3.3 any liability that cannot be excluded or permitted by Law.

11.4 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Assignment and Licence, including where any such Losses are covered by an indemnity.

11.5 When calculating the Supplier's liability under clause 11.1, Losses covered by Required Insurances will not be taken into consideration.

## **12 Invalid parts of this Assignment and Licence**

12.1 If any part of this Assignment and Licence is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be removed from this Assignment and Licence as much as required and rendered ineffective as far as possible without affecting the rest of the Assignment and Licence, or whether it is valid or enforceable.

## **13 No other terms apply**

13.1 Except as otherwise expressly provided in this Assignment and Licence or in the TQ Agreement, the provisions incorporated into this Assignment and Licence are the entire agreement between the Parties. The Assignment and Licence replaces all previous statements and agreements whether written or oral. No other provisions apply.

13.2 Variation of this Assignment and Licence is only effective if agreed in writing and signed by both Parties.

## **14 Other people's rights in this Assignment and Licence**

14.1 No third parties may use the Contracts (Rights of Third Parties) Act ("CRTPA") to enforce any term of this Assignment and Licence unless stated (referring to CRTPA) in this Assignment and Licence. This does not affect third party rights and remedies that exist independently from CRTPA.

## **15 Relationships created by this Assignment and Licence**

15.1 This Assignment and Licence does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **16     Giving up contract rights**

- 16.1     A partial or full waiver or relaxation of the terms of this Assignment and Licence is only valid if it is stated to be a waiver in writing to the other Party.

## **17     Transferring responsibilities**

- 17.1     The Supplier must not assign this Assignment and Licence without Approval.
- 17.2     The Authority can assign, novate or transfer this Assignment and Licence or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 17.3     The Supplier must enter into a novation agreement in the form that the Authority specifies in order to use its rights under clause 17.2.
- 17.4     The Supplier can terminate this Assignment and Licence if it is novated under clause 17.2 to a private sector body that is experiencing an Insolvency Event.

## **18     How to communicate about this Assignment and Licence**

- 18.1     All notices under this Assignment and Licence must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 18.2     Notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Authority's Head of Commercial Delivery Management ([xxx@education.gov.uk](mailto:xxx@education.gov.uk)) and the Authority's Head of Legal ([xxx@education.gov.uk](mailto:xxx@education.gov.uk)) .
- 18.3     This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **19     Dealing with claims**

- 19.1     If a Beneficiary is notified or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.

- 19.2 At the Indemnifier's cost the Beneficiary must both:
- 19.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - 19.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 19.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 19.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 19.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 19.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 19.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- 19.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - 19.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

## **20 Resolving disputes**

- 20.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 20.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or



continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 20.3 to 20.5.

20.3 Unless the Authority refers the Dispute to arbitration using clause 20.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

20.3.1 determine the Dispute;

20.3.2 grant interim remedies, or any other provisional or protective relief.

20.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

20.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 20.4, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 20.4.

20.6 The Supplier cannot suspend the performance of this Assignment and Licence during any Dispute.

## **21 Which law applies**

21.1 This Assignment and Licence and any issues arising out of, or connected to it, are governed by English law.

## **ANNEX**

### **IPR Assurance Certificate**

This certificate is given pursuant to clause 13.9 of the agreement (“**Contract**”) between the Institute for Apprenticeships and Technical Education (“**Authority**”) and the supplier named below (“**Supplier**”), and the Intellectual Property Assignment and Licence between the Authority and the Supplier (which also forms Schedule 14 of the Contract) (“**Assignment and Licence**”).

#### **Guidance:**

*When to complete this certificate:* This certificate should be completed in respect of each Deliverable (as defined in the Contract) which is made available to the Authority under the Contract, and a completed certificate should be supplied to the Authority with that Deliverable. This includes updates to existing Deliverables.

*Purpose of this certificate:* This certificate is intended to confirm that the specific Deliverable fully complies with the intellectual property provisions of the Contract. A copy of the certificate will be retained by the Authority as evidence of the intellectual property position.

#### **Supplier Declaration:**

We (being the Supplier named below) confirm that the Deliverable(s) supplied together with (or shortly before or after) this certificate, all elements of which are listed in either Table 1 or Table 2 below<sup>1</sup>, comply with the intellectual property provisions in the Contract, in particular the applicable warranties set out in clause 5 of the Assignment and Licence.

We confirm that the Deliverable(s) either:

- (i) contain no third party intellectual property rights, or
- (ii) contain third party intellectual property rights and we have obtained the consent of the applicable third party:

- in the case of Key Materials, to their assignment and transfer to the Authority;  
and/or

- in the case of Ancillary Materials, to their licence to the Authority,

in each case on the terms and conditions of the Contract and Assignment and Licence.

We confirm that this certificate overrides any statement or copyright notice forming part of the Deliverable(s) which is in any way inconsistent with this certificate. We agree that this certificate does not detract in any way from the rights granted to the Authority in the Contract.

#### **Key Materials**

We confirm that the Deliverable(s) set out in Table 1 below, or the elements of the Deliverable(s) set out in Table 1 below, are Key Materials, as defined in the Contract:

<sup>1</sup> If, by exception, the Supplier asserts that the Deliverable includes elements which are neither Key Materials nor Ancillary Materials, this should be notified in writing to the Authority prior to the relevant Deliverable being made available to the Authority.

**Table 1**

<b>Deliverable</b>	<b>Key Materials</b>
[Set out title / description of the Deliverable]	Set out elements which are Key Materials, or confirm "entire Deliverable"
[insert additional rows if required]	

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 1 as Key Materials, have vested or hereby vest in the Authority pursuant to the Assignment and Licence.

### **Ancillary Materials**

We confirm that the Deliverable(s) set out in Table 2 below, or the elements of the Deliverable set out in Table 2 below are Ancillary Materials, as defined in the Contract:

**Table 2**

<b>Deliverable</b>	<b>Ancillary Materials</b>
[Set out title / description of the Deliverable]	Set out elements which are Ancillary Materials, or confirm "entire Deliverable"
[insert additional rows if required]	

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 2 as Ancillary Materials, are licensed to the Authority on the terms and conditions of and pursuant to the Assignment and Licence.

Signed for and on behalf of the Supplier:

Name

Position

Date

**Signed by**

**[Supplier]**

Director: .....[Insert/print name]

Signature: .....

**Signed by**

**THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION**

Director: .....[Insert/print name]

Signature: .....

## **Schedule 15**

### **Monitoring of Performance**

#### **1 Self monitoring**

- 1.1 The Supplier shall monitor its performance of the Services (other than the Initial Development Services) and (where applicable) the supply of the Products against each KPI (in the manner set out in paragraph 1.2) and shall deliver to the Authority Authorised Representative the Operational Delivery Report in accordance with paragraph 3 (*Operational Delivery Report and Performance Review Meetings*).
- 1.2 The Supplier shall, in respect of each KPI, apply the applicable Performance Monitoring Methodology to such KPI to assess the Supplier's performance of such relevant KPI during the relevant Performance Monitoring Period.

#### **2 What happens if you don't meet the Service Levels**

- 2.1 The Supplier shall at all times provide the Services and (where applicable) supply the Products to meet or exceed the Target Service Level for each KPI.
- 2.2 If, in any Contract Month in which a Performance Monitoring Period for a KPI ends, the Supplier fails to achieve the Target Service Level for that KPI ("**Service Failure**"), the Supplier shall submit to the Authority (as part of the Operational Delivery Report for that Contract Month) for Approval an improvement plan ("**KPI Improvement Plan**") setting out:
- 2.2.1 the reasons for such Service Failure; and
- 2.2.2 what steps the Supplier proposes to take to:
- (i) mitigate the impact of the Service Failure;
  - (ii) rectify the event, matter or circumstance giving rise to the Service Failure (including details of the proposed timings for such rectification); and
  - (iii) prevent the Service Failure from recurring.

2.3 The Authority shall (as soon as reasonably practicable following receipt of the KPI Improvement Plan) either:

2.3.1 confirm to the Supplier that the KPI Improvement Plan is Approved and following receipt of such Approval the Supplier shall:

(i) carry out and complete all of the actions in accordance with the approved KPI Improvement Plan; and

(ii) report on its progress against such KPI Improvement Plan in each and every Performance Review Meeting which occurs whilst the Supplier is (or should be, if it was complying with its obligations under this Contract) carrying out and completing the actions in accordance with the KPI Improvement Plan; or

2.3.2 confirm to the Supplier that the Authority is not satisfied with the KPI Improvement Plan and/or that the steps proposed by the Supplier in the KPI Improvement Plan will address the matters referred to in paragraph 2.2.1, in which case the provisions of clause 14.2 (*What may happen if there are issues with your provision of the Services*) shall apply.

2.4 Where:

2.4.1 the Supplier fails to provide a KPI Improvement Plan in accordance with paragraph 2.2; or

2.4.2 following Approval by the Authority of the KPI Improvement Plan in accordance with paragraph 2.3, the Supplier fails to carry out and/or complete the actions in accordance with the KPI Improvement Plan (as Approved),

then such failure shall be deemed to be a Critical Service Failure.

### **3 Operational Delivery Report and Performance Review Meetings**

3.1 Within 5 Working Days after the end of each Contract Month, the Supplier shall deliver to the Authority Authorised Representative the Operational Delivery Report in respect of the performance by the Supplier of the Services (and (where applicable) the supply

of the Products) during the Contract Month just ended together with updated versions (meeting, where applicable, all of the requirements of the relevant Product Description) of the following:

- 3.1.1 the Implementation and Delivery Plan;
- 3.1.2 the Resource Plan;
- 3.1.3 the Risk Register;
- 3.1.4 the Issues Log;
- 3.1.5 the Assessment Strategy; and
- 3.1.6 any draft version of the Key Dates Schedule that the Supplier intends shall (if Approved) become the Key Dates Schedule for the purposes of this Contract from time to time.

3.2 Within 5 Working Days of receipt by the Authority Authorised Representative of the Operational Delivery Report for the relevant Contract Month, the Parties shall attend a meeting to discuss the content of the relevant Operational Delivery Report (the **“Performance Review Meeting”**) at such location and time (within normal business hours) as the Authority shall reasonably require and such Performance Review Meeting shall:

- 3.2.1 be attended by the Authority Authorised Representative and the Supplier Authorised Representative and/or such other senior representatives of either Party as the Authority Authorised Representative and/or the Supplier Authorised Representative shall reasonably require (having regard to the matters to be discussed at the relevant Performance Review Meeting); and
- 3.2.2 be fully minuted by the Supplier and the minutes shall be circulated by the Supplier to all attendees at the relevant Performance Review Meeting (and any other recipients agreed at the relevant meeting) as soon as reasonably practicable following the relevant Performance Review Meeting.

3.3 The minutes of the preceding Contract Month's Performance Review Meeting will be agreed and signed by both the Authority Authorised Representative and the Supplier Authorised Representative at or prior to the following Performance Review Meeting.

3.4 Without prejudice to clause 9 (*Record keeping, monitoring and reporting*), the Supplier shall provide to the Authority such additional information and/or documentation as the Authority may reasonably require in order to verify the Supplier's compliance with its obligations under this Contract, including to verify:

3.4.1 whether a Service Failure has occurred; and/or

3.4.2 the level of the performance by the Supplier of the whole or any part of the Services and (where applicable) the supply of the Products,

and the Supplier shall provide such information and/or documentation within such time period as the Authority shall reasonably specify at the time of making the request for such information and/or documentation.



**Schedule 15: Annex 1 – Key Performance Indicators**

<b>KPI (desired outcome)</b>	<b>Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)</b>	<b>Target performance levels</b>	<b>Performance Monitoring Period</b>	<b>Evidence of performance</b>	<b>Measurement methodology</b>
1.The Supplier has in place clear and TQ specific arrangements to approve Eligible Providers and monitor Approved Providers and (i) completes the relevant processes for approval quickly upon application and (ii) carries out the required monitoring	TQ Provider approval and monitoring services – paragraph 3	(i) 100% of applications from Eligible Providers decided within 30 Working Days of receipt of application; and  (ii) Supplier has carried out the required monitoring in accordance with the Implementation and Delivery Plan and/or the	Each Contract Month following IfATE Approval	Management Information in relation to:  (i) Eligible Providers that have applied for approval and in respect of which a decision has been made; and  (ii) details of monitoring undertaken.	Performance measurement will include Eligible Providers new to the Supplier as well as the Supplier's existing Eligible Providers who have applied to have their approval extended to include the TQ.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
		Assessment Strategy.			
2. Supplier has ensured that Approved Providers are clear about what they are expected to teach and to what standard of attainment, and about how Students will be assessed	Initial TQ deliverables and development services – paragraph 2 TQ Provider support services – paragraph 4 TQ live assessment design and delivery – paragraph 6	80% of Approved Providers that have responded to the survey, rating at least 4 on a 1-5 scale.  The target performance scale will use 2 positive, 2 negative and 1 neutral response.  (For example (noting that the exact wording of the descriptors may vary))	During the Summer Term each Academic Year from September 2025	The Authority shall undertake or commission a survey of Approved Providers delivering the TQ	Online questionnaire to Approved Providers delivering the TQ in the relevant Academic Year. This survey should achieve a minimum response rate of 20% of those surveyed to be valid

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
		<p>where 5 = very clear</p> <p>4 = mostly clear</p> <p>3 = moderately clear</p> <p>2 = mostly unclear</p> <p>1 = not clear at all)</p>			
3.Queries from Eligible Providers and Approved Providers (other than those related to KPI 4 and KPI 11) are satisfactorily resolved in accordance with the Target Service Level	<p>Initial TQ deliverables and development services – paragraph 2</p> <p>TQ Provider approval and monitoring services – paragraph 3</p> <p>TQ Provider support services – paragraph 4</p> <p>Student registration and student entry – paragraph 5</p>	<p>Queries raised by letter and other forms of electronic correspondence: 90% resolved within 10 Working Days; remaining 10% resolved within 15 Working Days; and</p> <p>Queries raised through telephone</p>	Each Contract Month from the Effective Date	Management Information based on data and information collected from the Supplier's customer management systems referred to in Service Requirement 5 in Part 2 of the Service Requirements. This must include relevant information that closed queries have been satisfactorily resolved.	<p>The required resolution time commences on and from the Working Day on which the relevant query is received by the Supplier</p> <p>Percentage of queries that are resolved in accordance with the applicable Target Service Level</p>

<b>KPI (desired outcome)</b>	<b>Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)</b>	<b>Target performance levels</b>	<b>Performance Monitoring Period</b>	<b>Evidence of performance</b>	<b>Measurement methodology</b>
	TQ live assessment design and delivery – paragraph 6  TQ Post-Results Services – paragraph 9	calls: 90% resolved within 2 Working Days; remaining 10% resolved within 10 Working Days			
4. Formal complaints made about the Services are satisfactorily resolved (i) in accordance with the timescales set out in the Implementation and Delivery Plan <sup>2</sup> or (ii) where complaints are received solely by the Department, ESFA or the Authority, within the timescales reasonably required by the Department, ESFA	Initial TQ deliverables and development services – paragraph 2  TQ Provider approval and monitoring services – paragraph 3  TQ Provider support services – paragraph 4  Student registration and student entry – paragraph 5	100% of formal complaints are resolved within:  (i) the relevant timescales detailed in the Implementation and Delivery Plan; or  (ii) the timescales specified by the Department, ESFA or the Authority,	Each Contract Month from the Effective Date	Management Information based on data and information collected from the Supplier's customer management systems referred to in Service Requirement 5 in Part 2 of the Service Requirements. This must include relevant information that complaints have been satisfactorily resolved.	The required resolution time commences on and from the Working Day on which the relevant complaint is received by the Supplier.  Percentage of complaints that are satisfactorily resolved within the applicable Target Service Level.  Any complaints received solely by the Department, ESFA or

<sup>2</sup> The Supplier Response should detail the Supplier's proposals for resolving formal complaints.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
or the Authority at the time of notifying the Supplier of such complaints	TQ live assessment design and delivery – paragraph 6 TQ Post-Results Services – paragraph 9	(as the case may be).			the Authority, in relation to the Services, shall be deemed to have been received by the Supplier on the date on which the Supplier is notified of the complaint by the Department, ESFA or the Authority.
5.Approved Providers are satisfied with the quality of the Provider Services	TQ Provider approval and monitoring services – paragraph 3 TQ Provider support services – paragraph 4 Student registration and student entry – paragraph 5 TQ live assessment design and delivery – paragraph 6	80% of Approved Providers that have responded to the survey, rating at least 4 on a 1-5 scale.  The target performance scale will use 2 positive, 2 negative and 1 neutral response.  For example (noting that the	During the Summer Term each Academic Year from September 2025	The Authority shall undertake or commission a survey of Approved Providers delivering the TQ	Online questionnaire to Approved Providers delivering the TQ in the relevant Academic Year. This survey should achieve a minimum response rate of 20% of those surveyed to be valid.

<b>KPI (desired outcome)</b>	<b>Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)</b>	<b>Target performance levels</b>	<b>Performance Monitoring Period</b>	<b>Evidence of performance</b>	<b>Measurement methodology</b>
	TQ Post-Results Services – paragraph 9	exact wording of the descriptors may vary)  (where 5 = very satisfied  4 = satisfied  3 = neither satisfied nor dissatisfied  2 = dissatisfied  1 = very dissatisfied).			
6.A sufficient number of appropriately qualified and trained Assessors (and Moderators where permitted in accordance with the Approved Assessment Strategy) are available to assess (or Moderate, if	TQ live assessment design and delivery – paragraph 6	100% of appropriately qualified and trained Assessors (and Moderators, if applicable) are available in accordance with the Implementation and Delivery Plan	Each Contract Month from (and including) September 2025	Management Information in relation to Assessor (and Moderator, if applicable) actual recruitment, training, and retention against the details set out in the Implementation and Delivery Plan and	Performance will be measured against the number of Assessors (and Moderators, if applicable) that are envisaged as being trained and available as detailed in the Implementation and Delivery Plan and/or

<b>KPI (desired outcome)</b>	<b>Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)</b>	<b>Target performance levels</b>	<b>Performance Monitoring Period</b>	<b>Evidence of performance</b>	<b>Measurement methodology</b>
applicable) Student assessment evidence when required in accordance with the Implementation and Delivery and/or the Resource Plan (as the case may be)		and/or the Resource Plan (as the case may be).		Resource Plan (as the case may be).	the Resource Plan (as the case may be).
7. The TQ Live Assessment Materials (as defined in the Service Requirements) are high quality and developed in accordance with the Assessment Strategy	TQ live assessment design and delivery – paragraph 6	Full compliance with parts of both the Assessment Strategy and Implementation Plan that relate to the development of the TQ Live Assessment Materials; and  TQ Live Assessment Materials are 100% free of errors that could affect clarity	Each Contract Month from IfATE Approval	Management Information in relation to:  (i) progress against and compliance with the relevant part of the Assessment Strategy and Implementation Plan; and  (ii) any errors reported in TQ Live Assessment Materials.	Review of Supplier self-reporting  Identification of any reported errors in TQ Live Assessment Materials.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
		about requirements for Students.			
8. Student assessment evidence is accurately assessed and processed for grading and awarding in accordance with the relevant parts of the Assessment Strategy and the Implementation and Delivery Plan	TQ live assessment design and delivery – paragraph 6 TQ Grade awarding – paragraph 7	Assessing of Student assessment evidence is conducted in accordance with the relevant parts of the Assessment Strategy; and  100% of Students' assessments are marked and processed in accordance with the relevant parts of the Implementation and Delivery Plan.	Each Contract Month from September 2025 until the end of the Term	Management Information in relation to compliance with the relevant parts of the Assessment Strategy and the relevant parts of the Implementation and Delivery Plan.	Review of Supplier self-reporting.



KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
9. Grade Standard Exemplification Materials are validated by Employers	TQ live assessment design and delivery – paragraph 6 TQ Grade awarding – paragraph 7	At least 5 Employers in each relevant Occupational Specialist Component.	In October in each Academic Year following the first grade awarding but in any event no later than from October 2027	Evidence of validation from Employers relevant to the Occupational Specialist Components that validate the Grade Standard Exemplification Materials.  The Supplier may use its existing network of Employers, but it must ensure a turnover of Employers each Academic Year. Employers may take part in validation activity for up to two consecutive Academic Years, after which they must not take part in validation activity for a period of one Academic Year. Suppliers may then repeat this cycle, ensuring that Employers do not take part in validation activity for	Validation means that Employers relevant to the Occupational Specialist Components judge that the Grade Standard Exemplification Materials are comparable to the Approved Guide Standard Exemplification Materials.  Validation also means that Employers relevant to the Occupational Specialist Components judge that the Grade Standard Exemplification Material on the pass boundary is the type of work Employers would expect to see from an employee, who is of Occupational Entry Competence and that the Grade Standard

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
				<p>more than two consecutive Academic Years.</p> <p>For each Occupational Specialist Component, validations are required from at least two new Employers each Academic Year who did not submit evidence of validation in any previous Academic Year.</p>	<p>Exemplification Material on the distinction boundary, is the type of work that exceeds Employer expectations of what they would expect to see from an employee who is of Occupational Entry Competence, as defined within the assessment strategy as distinction. Review by the Authority of the evidence of Validation from Employers.</p>
10. Student assessment results are submitted to the Authority (or its nominee (as applicable)) by the relevant date(s) set	<p>TQ Grade awarding – paragraph 7</p> <p>TQ Results – paragraph 8</p>	100% of results are submitted to the Authority (or its nominee) by the date(s) set out in the relevant Key Dates Schedule.	Each Contract Month from September 2025 until the end of the Term	Results have been received by the Authority (or its nominee (as applicable)) in the required format.	Receipt of the results by the relevant date(s) in the relevant Key Dates Schedule.

<b>KPI (desired outcome)</b>	<b>Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)</b>	<b>Target performance levels</b>	<b>Performance Monitoring Period</b>	<b>Evidence of performance</b>	<b>Measurement methodology</b>
out in the Key Dates Schedule					
11. Post-Results Services (excluding the issuing of revised assessment results, which is covered by KPI 10) are delivered in accordance with the relevant part of the Assessment Strategy	TQ Post-Results Services – paragraph 9	100% of the Post- Results Services are carried out and completed in accordance with the relevant part of the Assessment Strategy.	Each Contract Month from (and including) September 2025 until the end of the Term	Management Information in relation to compliance with the relevant part of the Assessment Strategy.	Review of self-reporting.
12. Submission to the Authority of:  (i) all Management Information in accordance with the requirements of Service Requirement 9	TQ Provider approval and monitoring services – paragraph 3  Student registration and student entry – paragraph 5 Reporting – paragraph 10	100% for timeliness of the submission of all Management Information and all required (including requested) Products and/or	Each Contract Month from the Effective Date	Management Information and updated versions of the Products and/or other documents referred to in column one and/ or Key Materials and Ancillary Materials are received by	Review of self-reporting.

KPI (desired outcome)	Relevant Service Requirements (incl references to the relevant paragraph of Part 1 of the Service Requirements detailing the relevant element of the Services)	Target performance levels	Performance Monitoring Period	Evidence of performance	Measurement methodology
<p>in Part 2 of the Service Requirements; and</p> <p>(ii) updated versions of all required Products in accordance with clause 5.5.1(i) and/or paragraph 3 of Schedule 15 (as the case may be); and</p> <p>(iii) where requested by the Authority, updated versions of all requested Products and/or other documents in accordance with clause 5.5.1(ii).</p>		<p>other documents including Key Materials and Ancillary Materials; and</p> <p>100% for completeness of all:</p> <p>(i) Management Information; and</p> <p>(ii) required Products (including requested Products and/ or Key Materials and Ancillary materials).</p>		<p>the Authority by the date required by this Contract.</p> <p>Management Information, updated versions of the Products and/or other documents referred to in column one, Key Materials and Ancillary Materials are accurate and complete and cover all relevant information, Data and reports as specified in the Management Information and reporting requirements.</p> <p>Updated versions of the Products referred to in column one, Key Materials and Ancillary Materials include all relevant updates.</p>	

## **Schedule 16**

### **Logos and Trademarks – T Level Trade Mark Licence**

#### **1 Interpretation**

The definitions and rules of interpretation in this paragraph apply in this T Level Trade Mark Licence, in addition to the definitions and rules of interpretation in Schedule 1 to this Contract.

##### **1.1 Definitions:**

**“Approved Provider”** means an Eligible Provider (as defined in Schedule 1 (*Definitions and Interpretation*) of this Contract) that has been granted Provider Approval (as defined in Schedule 1 (*Definitions and Interpretation*) of this Contract) and in respect of which such Provider Approval has not been revoked pursuant to clause 7.2 of this Contract (*Interaction with Providers*).

**“Brand Licensed Material”** means any instance of a Brand Licensed Product or Service in material form, including as an electronic copy or any other electronic form, and any promotional or marketing material relating to any Brand Licensed Product or Service;

**“Brand Licensed Product or Service”** means any products or services listed as such in Appendix 1 (and **“Brand Licensed Products”** and **“Brand Licensed Services”** means such Products or Services respectively;

**“Mandatory Marked Material”** is material of the type identified in Appendix 1 (and to which the Mark must be applied);

**“Mark”** means the trade mark(s) set out in Appendix 2, including the listed registrations and applications and any registrations which may be granted pursuant to those applications and the related trade marks, devices and get-ups that may be notified in writing by the Authority to the Supplier from time to time;

**“Marked Material”** means any Brand Licensed Material or other material in or on which the Mark is used.

## **2     Grant**

- 2.1     The Authority hereby grants to the Supplier a non-exclusive licence to use the Mark on or in relation to the Brand Licensed Products or Services provided or supplied in England, including in connection with the promotion, use and supply of the Brand Licensed Products or Services.
- 2.2     The Supplier may, subject to the prior written approval of the Authority and paragraph 11, sublicense (without the right to further sublicense) each Approved Provider of the TQ to use the Mark on or in relation to the Brand Licensed Products or Services provided or supplied in England, including in connection with the promotion, use and supply of the Brand Licensed Products or Services.
- 2.3     Any use of the Mark in accordance with paragraph 2.1 or 2.2 shall be strictly in accordance with the T Level Branding Guidelines and, when using the Mark, the Supplier shall fully comply with, the T Level Branding Guidelines.
- 2.4     Subject to paragraph 2.2, the Supplier shall have no right to sublicense use of the Mark.

## **3     Application of the Mark**

- 3.1     The Supplier shall use the Mark, in accordance with this Schedule, on all Mandatory Marked Materials.
- 3.2     Subject to clause 13.10 (*Intellectual Property Rights*) of the Contract and paragraph 3.3 below, apart from the Mark, no other trade mark or logo may be affixed or used in a manner in which it may be seen to be used as a trade mark or designation of origin in relation to any Brand Licensed Products or Services or in or on any Brand Licensed Materials.
- 3.3     The Supplier may, subject to the prior written agreement of the Authority, authorise each Approved Provider of the TQ sublicensed in accordance with paragraph 2.2 to use the Approved Provider's name, logos, trademarks and/or other signs which refer to the Approved Provider on Brand Licensed Products or Services or Brand Licensed Materials on the same terms as, and subject to compliance with clauses 13.10 and 13.11 (*Intellectual Property Rights*) of the Contract (and clauses 13.10 and 13.11 shall apply *mutatis mutandis* to such Approved Provider).

- 3.4 The Supplier shall procure that the Mark, when used in or on any Brand Licensed Materials, shall be clearly and reasonably prominently identified as a trade mark of the Authority, in such manner as is set out in the T Level Branding Guidelines, or with any other statement as notified by the Authority to the Supplier.
- 3.5 The Supplier shall comply strictly with the directions of the Authority regarding the form and manner of the application of the Mark, including the directions contained in the T Level Branding Guidelines.
- 3.6 The Supplier shall, on written request from the Authority or as otherwise provided in the T Level Branding Guidelines, provide samples of all proposed Marked Materials.
- 3.7 The Supplier shall not use in its business any other trade mark confusingly similar to the Mark and shall not use the Mark or any word confusingly similar to the Mark as, or as part of, its corporate or trading name.

#### **4 Title, goodwill and registrations**

- 4.1 The Supplier acknowledges that the Authority is the owner of the Mark.
- 4.2 Any goodwill derived from the use by the Supplier of the Mark shall accrue to the Authority. The Authority may, at any time, call for a document confirming the assignment of that goodwill and the Supplier shall immediately execute it.
- 4.3 The Supplier shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark or the Authority, or that may invalidate or jeopardise any registration of the Mark.
- 4.4 The Supplier shall not apply for, or obtain, registration of the Mark in any country for any goods or services.
- 4.5 The Supplier shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark for any goods or services.

## **5      Quality control**

- 5.1      The Supplier shall comply with the specifications and standards relating to the Brand Licensed Products or Services which are specified in the Contract.
- 5.2      The Supplier shall promptly provide the Authority with copies of all communications relating to the Mark with any regulatory, industry or other authority.
- 5.3      The Supplier shall permit, and shall use its best endeavours to obtain permission for, the Authority at all reasonable times and on reasonable notice to enter any place used for the production, storage or distribution of the Marked Materials to inspect the Marked Materials in relation to compliance with this T Level Trade Mark Licence.
- 5.4      Without prejudice to any other rights of the Authority, in the event that the Authority finds that any sample of Marked Materials does not meet the requirements of this T Level Trade Mark Licence, it may give notice to the Supplier, and the Supplier shall take all reasonable steps to correct any deficiency as soon as reasonably practicable (having regard to constraints of the academic timetable).

## **6      Marketing, advertising and promotion**

- 6.1      The Supplier undertakes to ensure that its advertising, marketing and promotion of Brand Licensed Products or Services shall in no way reduce or diminish the reputation, image and prestige of the Mark.

## **7      Recordal of licence**

- 7.1      The Authority may, at its own cost, record the licence granted to it in paragraph 2 in the relevant registries against any registrations and applications for registration of the Marks.
- 7.2      The Supplier shall, at the Authority's request, execute a formal licence in such form and provide such other assistance as may be required for the purpose of such recordal.

## **8      Protection of the Mark**

- 8.1      The Supplier shall immediately notify the Authority in writing giving full particulars if any of the following matters come to its attention:



- 8.1.1 any actual, suspected or threatened infringement of the Mark;
  - 8.1.2 any actual or threatened claim that the Mark is invalid;
  - 8.1.3 any actual or threatened opposition to the Mark;
  - 8.1.4 any claim made or threatened that use of the Mark infringes the rights of any third party;
  - 8.1.5 any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Supplier under this T Level Trade Mark Licence; or
  - 8.1.6 any other form of attack, charge or claim to which the Mark may be subject.
- 8.2 In respect of any of the matters listed in paragraph 8.1:
- 8.2.1 the Authority shall, in its absolute discretion, decide what action if any to take;
  - 8.2.2 the Authority shall have exclusive control over, and conduct of, all claims and proceedings;
  - 8.2.3 the Supplier shall not make any admissions other than to the Authority and shall provide the Authority with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
  - 8.2.4 the Authority shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.
- 8.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.
- 8.4 Nothing in this T Level Trade Mark Licence shall constitute any representation or warranty that:
- 8.4.1 any registration comprised in the Mark is valid;

8.4.2 any application comprised in the Mark shall proceed to grant or, if granted, shall be valid; or

8.4.3 the exercise by the Supplier of rights granted under this T Level Trade Mark Licence will not infringe the rights of any person.

## **9 Liability, indemnity and insurance**

9.1 Nothing in this paragraph shall impose or create any liability of the Supplier to the Authority for use in England of the Mark on or in respect of Mandatory Marked Materials in accordance with the terms of this T Level Trade Mark Licence.

9.2 To the fullest extent permitted by law, the Authority shall not be liable to the Supplier for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other loss of profits, business or goodwill) arising from the Supplier's exercise of the rights granted to it under this T Level Trade Mark Licence.

9.3 Save as provided in paragraph 9.1, the Supplier indemnifies the Authority against all Loss to the Authority arising out of or in connection with the Supplier's exercise of its rights granted under this T Level Trade Mark Licence, including any claim made against the Authority for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith, other than where any such Loss and/or claim arises exclusively from the use of the Mark in accordance with this T Level Trade Mark Licence.

## **10 Additional Supplier obligations**

10.1 The Supplier shall:

10.1.1 only make use of the Mark for the purposes authorised in this T Level Trade Mark Licence; and

10.1.2 comply with all regulations and practices in force or use in any territory to safeguard the Authority's rights in the Mark.

10.2 The Supplier shall not, nor directly or indirectly assist any other person to:

10.2.1 use the Mark except as permitted under this T Level Trade Mark Licence;  
or

10.2.2 do or omit to do anything to diminish the rights of the Authority in the Mark or impair any registration of the Mark.

10.3 The Supplier acknowledges and agrees that the exercise of the licence granted to the Supplier under this T Level Trade Mark Licence is subject to all applicable laws, enactments, regulations and other similar instruments in any territory, and the Supplier understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

## **11 Sub-licensing**

11.1 The Supplier shall have the right to grant to Approved Providers a sub-licence of any of its rights under this T Level Trade Mark Licence provided that:

11.1.1 the Supplier shall ensure that the terms of any sub-licence are in writing and are substantially the same as the terms of this T Level Trade Mark Licence (except that the sub-licensee shall not have the right to sub-licence its rights) and the Supplier shall provide the Authority with a copy of the sub-licence on request and the Authority may require that any such sublicense includes the Authority as a party, and that the Authority is entitled to enforce its terms;

11.1.2 all sub-licences granted shall terminate automatically on termination or expiry of this T Level Trade Mark Licence; and

11.1.3 the Supplier shall be liable for all acts and omissions of any sub-licensee in relation to such sub-licence and indemnifies the Authority against all Losses incurred or suffered by the Authority, or for which the Authority may become liable, (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any sub-licensee in relation to such sub-licence, other than to the extent any such Losses arise exclusively from the use of the Mark in accordance with this T Level Trade Mark Licence.

## **12 Duration and termination**

12.1 This T Level Trade Mark Licence shall commence on the Effective Date and shall continue for the Term.

12.2 Without affecting any other right or remedy available to it under this T Level Trade Mark Licence or the Contract, the Authority may terminate this T Level Trade Mark Licence in respect of any Brand Licensed Product or Service with immediate effect by giving notice to the Supplier if:

12.2.1 the Supplier commits a material breach of any term of this T Level Trade Mark Licence in respect of such Brand Licensed Product or Service which breach is irremediable, or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;

12.2.2 the Supplier repeatedly breaches any of the terms of this T Level Trade Mark Licence in respect of relevant Brand Licensed Products or Services or Brand Licensed Materials in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this T Level Trade Mark Licence; or

12.2.3 the Supplier challenges the validity of the Mark.

For the purposes of paragraph 12.2.1, **material breach** means a breach that is serious in the widest sense or of any of the obligations set out in paragraphs 3, 4.3, 4.4, 4.5, 5, 6.1, 10.1 or 11.1. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

### **13 Consequences of termination**

13.1 On expiry or termination of this T Level Trade Mark Licence for any reason and subject to any express provisions set out elsewhere in this T Level Trade Mark Licence:

13.1.1 all rights and licences granted pursuant to this T Level Trade Mark Licence shall cease;

13.1.2 the Supplier shall cease all use of the Mark save as set out in this paragraph 13;

13.1.3 the Supplier shall co-operate with the Authority in the cancellation of any licences registered pursuant to this T Level Trade Mark Licence and shall execute such documents and do all acts and things as may be necessary to effect such cancellation;

- 13.1.4 the Supplier shall promptly deliver up to the Authority (or at the Authority's option, destroy) at the Supplier's expense all copies of promotional material which is Marked Material or otherwise bears any Mark as a designation of origin; and
  - 13.1.5 any provision of this T Level Trade Mark Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this T Level Trade Mark Licence shall remain in full force and effect.
- 13.2 Termination or expiry of this T Level Trade Mark Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the T Level Trade Mark Licence which existed at or before the date of termination or expiry.

## **Schedule 16 Appendix 1**

### **Brand Licensed Products or Services**

Those products and services identified as such in the T Level Branding Guidelines.

### **Mandatory Marked Materials**

All Key Materials and such other materials as are identified as such in the T Level Branding Guidelines.

# **T Level Branding Guidelines**

(November 2023)

## **T Level Branding Guidelines**

### **1 Introduction**

- 1.1 T Levels are high-quality technical qualifications for 16 to 19-year olds which are approved and managed by the Institute for Apprenticeships and Technical Education (IfATE). The T Level brand has been devised to ensure that Government, Awarding Organisations, Employers, Suppliers, Providers (schools and colleges), Students, and others involved with the qualification, support and promote T Levels in a positive manner that inspires confidence.
- 1.2 IfATE's T Level Branding Guidelines, including supporting annexes (the 'Guidelines') are essential reference material for all Suppliers responsible for the delivery of the Technical Qualification (TQ) component of the T Level qualification.
- 1.3 For simplicity, the registered trade marks associated with the T Level brand are referred to in the Guidelines as the 'T Level Marks' and are as follows:
  - ❖ The word 'T Level';
  - ❖ The Department for Education's (DfE's) 'T Level' logo (in black);
  - ❖ IfATE's name and accompanying flower logo (in blue and black as detailed within the IfATE brand guide); and
  - ❖ the respective Supplier's corporate name and logo.
- 1.4 These Guidelines set out essential information as to how the T Levels Marks should be used in: a) TQ materials and b) other T Level communications including for marketing, advertising and promotional purposes.
- 1.5 These Guidelines are subject to reasonable development. They adopt many of the general principles which apply in relation to good branding practice, and where they are developed further IfATE intends that they will, in terms of general principles, be similar in many respects to commonly used branding guidelines.



## **2      General principles for use of the T Level Marks**

- 2.1      When using the T Level Marks, Suppliers (and any other authorised users, such as Providers) must comply with these Guidelines (in addition to any other requirements of the TQ Contract and the IfATE brand guide).
- 2.2      The T Level Marks must be used by Suppliers on the front/landing/home page **only** of all Mandatory Marked Materials, key TQ documents and supporting resources (unless otherwise agreed by IfATE), in accordance with and in the form set out at **Annex 1**.
- 2.3      Nothing in these Guidelines is intended to restrict the use of the text mark 'T Level' where that use is necessary to indicate the intended purpose of a product or service and is in accordance with honest practices in industrial or commercial matters. (This does not apply, unless authorised and used in accordance with these Guidelines, to the use of the T Level logo.)
- 2.4      By way of example, use to describe the relevance or purpose of a text book or support materials for a specific technical education qualification forming part of a T Level is generally acceptable, but any such use which is liable to confuse third parties as to whether the relevant T Level is approved, managed or otherwise controlled by a party other than IfATE, or that the text book or support materials are endorsed and/or approved by IfATE would not be acceptable.
- 2.5      The Secretary of State for Education, or IfATE under delegation by the Secretary of State for Education, shall have the exclusive power to issue certificates of award and statements of achievement (and equivalent documents, excluding a breakdown of attainment) within the T Level Programme. It is intended that such documents will include the Supplier's name but not the Supplier's logo.
- 2.6      Suppliers must not issue any document bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement' or its substantial equivalent to which, or in respect of which, any T Level Mark is applied or used, or otherwise apply the T Level Marks to, or create an association with any T Level or TQ with any document or material bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement'" or its substantial equivalent.
- 2.7      Suppliers must use the T Level Marks on all *Mandatory Marked Materials* used in the operational delivery of the TQ. The documents classified as *Mandatory Marked Materials* are listed in **Annex 2**.

- 2.8 *Mandatory Marked Materials* should include a descriptive qualification name, as determined and/or mutually agreed by IfATE and the Supplier, in line with the TQ Contract and these Guidelines e.g. [technical qualification] in x [Pathway]”.
- 2.9 Suppliers must ensure that it is clear that any T Level, or qualification associated with a T Level (such as the TQ), is a qualification approved and managed by IfATE. T Level Marks must not be used on any materials which relate to a T Level or TQ which has been wholly or partly superseded, unless the material is equally prominently identified as such.
- 2.10 Suppliers must, on request from IfATE, submit copies of any material where their name or branding, or any other trade marks or branding are used and/or in association with a T Level or a TQ.
- 2.11 Suppliers must not promote that, or give the impression that, any of its other qualifications - similar or equivalent – are linked to the TQ or T Level qualification i.e. other Level 2, 3 or 4 qualifications.

### **3 Intellectual Property Rights (IPR) and the TQ Contract**

- 3.1 Full details of Suppliers’ rights and responsibilities in respect of IPR are set out in the TQ Contract, and Suppliers should pay particularly close attention to clause 13 Intellectual Property Rights; Schedule 14 Form of Assignment and License; and Schedule 16 Logos and Trademarks – T Level Trade Mark Licence.
- 3.2 Providers engaged with the T Level qualification may use the T Level Marks but it is the responsibility of Suppliers to ensure that they comply with these Guidelines and the TQ Contract.
- 3.3 Suppliers should note that the T Level Marks are registered trade marks; any breach could lead to an action for trade mark infringement (as well as other consequences under the TQ Contract).

### **4 Advertising, marketing and promotion**

- 4.1 Suppliers must ensure that any advertising, marketing and promotion products or services i.e. those activities outside the scope of the core TQ delivery component, do not undermine or diminish the reputation, image and prestige of the T Level Marks when used in any such aforementioned activity e.g. media advertising.

- 4.2 Suppliers may use the T Level Marks in relation to *Brand Licensed Products or Services* set out in **Annex 3**, in accordance with (and subject to) the terms of the TQ Contract and these Guidelines.
- 4.3 Suppliers must not give the impression that their visual identity is being used as a distinct brand, trade mark or designation of origin for any materials, including for activity defined as *Brand Licensed Products or Services*.

## **5 Style, positioning and form of T Level Marks**

- 5.1 Suppliers must ensure that, except for the T Level Marks, no other trade marks, logos, banners or graphics are to be presented and/or affixed to any materials which relate to a T Level or TQ.

### **T Level Marks on TQ Materials**

- 5.2 The T Level Marks should be included on the front page only of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at **Annex 1**.
- 5.3 The T Level Marks should be acknowledged on the final page of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at **Annex 1**.

### **T Level Marks on other T Level communications (including for marketing, advertising and promotional purposes)**

#### **Positioning/Layout:**

- 5.4 T Level Marks may be represented in the form of a logo or graphic image ("**Logo Mark**"); or as an isolated word mark ("**Isolated Word Mark**"); or as a text or word mark<sup>1</sup> used within relevant text ("**Text Mark**") as described below. There are some common requirements in relation to each type of use (sections 6 to 8 - "No mixing", "Prominence" and "Acknowledgements") and some requirements which differ depending on the form in which Suppliers plan to use the mark (set out below).
- 5.5 Use of the word mark may also be made in oral form. The same principles should, so far as practicable, apply to oral use of any T Level Marks i.e. if appropriate, the respective changes being proposed are applied consistently.
- 5.6 Where it is used otherwise than in text form, the form in which the Supplier reproduces the logo or graphic should conform precisely to the logo and graphic forms designated by IfATE.

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<sup>1</sup> Text form includes in spoken text

## 5.7 **Logo Mark:**

- Suppliers must use the Logo Mark in precisely the form and subject to any requirements set out in **Annex 1**;
- Suppliers must not change the colours, or skew, stretch or angle the logo, or distort, add a border or otherwise alter the logo in any way;
- Suppliers must ensure that the logos are always clearly separate from any other material, and in particular that it has a clear space surrounding the logos, as illustrated, specified or referenced at **Annex 1**.
- Suppliers must not resize the logo, unless resizing is permitted in accordance with these Guidelines.

## 5.8 **Isolated Word Mark**

- Suppliers must use the fonts and size ranges of font set out in or referenced in these Guidelines and/ or as otherwise specified by IfATE;
- Suppliers must use only the colours and weights set out in or referenced in these Guidelines and/ or as otherwise specified by IfATE;
- Suppliers must not use underlining;
- The words should have initial capitalisation (only) and no other punctuation etc. “T Level” is acceptable; “T LEVEL”, “T level” or T-Level” are not acceptable; and
- Suppliers must not use the Isolated Word Mark as a watermark.

## 5.9 **Text Mark:**

- Suppliers must use the Text Mark in the same font as the surrounding text; and
- Suppliers must acknowledge its first use in the text as noted under paragraph 5.15 (Acknowledgement) of these Guidelines.

### **No mixing/combination/background use**

- 5.10 Suppliers must ensure that the T Level Marks are always clearly separate from any other trade mark or name used in the same document. In particular:

- Suppliers must not use their trade mark mixed or combined with any other trade mark or name such that they could be seen or understood to be part of a single trade mark. For example, “the Mrs Blogs [Supplier] T Level” would not be acceptable use; and
- Suppliers must not combine a T Level Mark into a single logo or something which might be seen to be or have a unitary character. For example:



- The T Level Mark and a Supplier’s mark should not be combined into a single logo or something which might be seen to be or have a unitary character. For example:



- There should always be a clear separation between the T Level Mark and any other mark used by Suppliers or on any documents, and, when used as a logo or graphic, Suppliers should take account of any requirements for separation set out in these Guidelines.

5.11 Any use of a name given to the qualification element of a T Level (including any use of “TQ” as a reference to part of a T Level) should also only be such that it is always a clearly separate mark or name from any other trade mark or name used in the same document with any other trade mark or trade name.

5.12 Suppliers must not place a T Level Mark against a background colour, pattern or picture except as specified below:

- as set out in or referenced in **Annex 1** or as otherwise agreed in writing by IfATE or specified in these Guidelines; or
- with imagery which is of a purely illustrative character, and does not suggest any other source or business connection, and is appropriate to the context and brand identity, and allows the entire mark to be clearly visible more prominently than such imagery, and complies with any other limitations notified by IfATE in writing from time to time,

and in any event any imagery must be consistent with the overall brand identity and values of the T Level Marks and the T Level Programme, and not be liable to bring the T Level Marks or the T Level Programme into disrepute.

### **Prominence**

- 5.13 Where Suppliers use the T Level Marks on material which carries other branding in conjunction with or in the same part of the material, the T Level Marks should be given at least equal prominence with the other branding. For example:
- it should appear in script of at least the same font size as the script of any Supplier's trade mark, and where Suppliers use a logo covering at least the same overall surface area;
  - the style used for the other mark should not lead to it being more prominent than the style used for the T Level Mark;
  - the colouring used for the other mark should not draw more attention to it than the T Level Mark; and
  - it should appear in at least as prominent a position.
- 5.14 Typically, use of one T Level Mark will not be regarded as 'in conjunction' with another mark when they are in separate distinct parts of the document, including for example, use of a Supplier's letter head (one part) and use of the T Level Mark in the body of the letter (a separate part).

### **Acknowledgement**

- 5.15 Subject to paragraph 5.16 of these Guidelines, where the T Level Marks are used in any document, Suppliers should place in the document reasonably prominently (so that it would reasonably be expected to come to the attention of the reader or addressee of the document) an acknowledgement that IfATE's name and logo are registered trade marks of IfATE. For example:
- where the T Level Mark is used in the title or opening description of the document or in a manner intended to show that the document relates to a T Level or a TQ, by using a referenced footnote acknowledging that 'T Level is a registered trade mark of The Institute for Apprenticeships and Technical Education' or 'Registered trade mark of The Institute for Apprenticeships and Technical Education';

- where it is used in the text of a document, the first time it appears it should include a referenced footnote acknowledging that the '[Mark] is a registered trade mark of The Institute for Apprenticeships and Technical Education' or 'Registered trade mark of The Institute for Apprenticeships and Technical Education';
- in each case the referenced footnote should, where practicable, appear in the same visual field as the use of the T Level Marks, or in other cases, where such notice would otherwise commonly be placed. For example, on the rear of a single page which is printed on both sides, on the rear of the front page of a booklet, or on the rear of the last page of a booklet; and
- where a Supplier's or a Provider's name or branding is also used in the document, the referenced footnote should also make clear that the T Level is a qualification approved and managed by IfATE, and that the Supplier is currently authorised by IfATE to develop and deliver the qualification (and/or that the Provider offers or provides courses for part of the T Level, which is a qualification approved and managed by IfATE), as appropriate.

5.16 Where a reference is made to T Level in any document indirectly (for example with a description which is evidently a reference to a T Level or the TQ) in association with a Supplier (whether using a Supplier's name or otherwise), the document should make clear that the T Level and a TQ is a qualification approved and managed by IfATE.

5.17 No further acknowledgement is necessary where the use of the T Level Marks or a reference to a T Level or TQ is in a document, other than those materials/document listed in **Annex 2** of these Guidelines. To illustrate: such use is in word form (as part of the text<sup>2</sup>) of the document and would clearly be understood by addressees and readers as being a reference to the T Level or, as appropriate and reference has been to the fact that the TQ is approved and managed by IfATE and it is not being suggested otherwise: it has been made clear that the role of the Supplier is focused on developing and/or delivering the TQ component of the T Level and it has a relationship with IfATE.

## **Illustrations**

The approach may be adjusted sensibly for the particular materials and circumstances of use. For example:

5.18 On promotional documentation intended for Providers, where it might be expected that a high level of prominence would be given to a Supplier's name or branding (for example in large

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<sup>2</sup> including spoken text in the case of spoken material

script), or on explanatory documentation intended for Providers, the use of T Level (and T Level Marks, including text marks) should be given equal prominence. In a referenced footnote should appear on the reverse of the first page (for example with other similar notices, such as copyright notices, but no less prominently than those notices);

- 5.19 For promotional and explanatory documentation aimed at students or employers, the use of T Level should be given equal prominence; and a clear note should appear on the same page in the same visual field that the T Level is a qualification approved and managed by IfATE, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of IfATE;
- 5.20 For assessment or examination papers (for single use) relating to materials for examiners, a reasonably prominent note should appear at the bottom of the first page that the T Level is a qualification approved and managed by IfATE, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of IfATE;
- 5.21 For sample papers which may be re-used, there should in addition be a note that T Level is a registered trade mark of IfATE; and
- 5.22 For any supplementary materials (such as text books and learning aids), other than those materials/ documents listed in Annex 2, there should be a clear reasonably prominent explanation that the material is designed for use with the relevant T Level; including the date of the T Level, and that the T Level is a qualification approved and managed by IfATE, and that the T Level is a registered trade mark of IfATE used by a Supplier (or other source) with the authority of IfATE.

### **Providers (Schools and Colleges)**

- 5.23 Suppliers are responsible for ensuring that:
- each Provider complies with these marking requirements, as they apply to use of a Supplier's name or branding and equally, to any permitted use of the Provider's name or branding in association with the T Level Mark; and
  - any use by a Provider of the T Level Mark is clearly a reference to a T Level approved and managed by IfATE.



## **6      Inspection and Approval**

- 6.1 Suppliers must permit IfATE to inspect on reasonable request and on reasonable notice any materials bearing or intended to bear a T Level Mark, for the purposes of ascertaining compliance with these Guidelines.
- 6.2 Where IfATE determines (acting reasonably) that it appears that there is a non-compliance with these Guidelines, Suppliers must consult with IfATE on how such non-compliance may be remedied, taking into account both the seriousness of the non-compliance, including how the relevant material does not comply, what the potential impact may be (bearing in mind the volumes of material in question and the audience for those materials) and the potential impact of remedial steps, with a view to reaching fair and reasonable consensus on remedial action (which may range from taking steps in relation to future materials to the withdrawal and reissue of current materials).
- 6.3 In the event that no consensus can be reached, the disagreement or difference will be subject to the Dispute Resolution Procedure.

## **7      Amendments to the Guidelines**

- 7.1 IfATE may amend these Guidelines from time to time, in a manner consistent with the general principles (Section 2).
- 7.2 IfATE will notify Suppliers of any changes together with the date on which such amendments are to take effect.
- 7.3 IfATE will take reasonable account of Suppliers' comments or concerns in relation to any amendments and the timetable for implementation, and Suppliers agree to act reasonably to seek a consensus. In the absence of consensus the disagreement or difference may be referred by Suppliers or IfATE to be resolved under the Dispute Resolution Procedure, as set out in Annex 4.

## Annex 1 (a): T Level Marks on Mandatory Marked TQ materials

### Front page



\*to be placed top right within the header

**Supplier logo]\*\***

\*\*to be placed bottom right within the footer

## Final page

Copyright in this document belongs to, and is used under licence from, the Institute for Apprenticeships and Technical Education, © 20XX.

‘T-LEVELS’ is a registered trade mark of the Department for Education.

‘T Level’ is a registered trade mark of the Institute for Apprenticeships and Technical Education.

‘Institute for Apprenticeships & Technical Education’ and logo are registered trade marks of the Institute for Apprenticeships and Technical Education.

The T Level Technical Qualification is a qualification approved and managed by the Institute for Apprenticeships and Technical Education.

[SUPPLIER] is authorised by the Institute for Apprenticeships and Technical Education to develop and deliver this Technical Qualification.

[‘MARK’] is a registered trade mark of [SUPPLIER].

## Annex 1 (b): T Level Marks on Marked TQ materials

### Front page

**T-LEVELS\***

\*to be placed top right within the header

**[Supplier logo]\*\***

\*\*to be placed bottom right within the footer

## Final page

Copyright in this document belongs to, and is used under licence from, [SUPPLIER], © 20XX.

‘T-LEVELS’ is a registered trade mark of the Department for Education.

‘T Level’ is a registered trade mark of the Institute for Apprenticeships and Technical Education.

The T Level Technical Qualification is a qualification approved and managed by the Institute for Apprenticeships and Technical Education.

[SUPPLIER] is authorised by the Institute for Apprenticeships and Technical Education to develop and deliver this Technical Qualification.

[‘MARK’] is a registered trade mark of [SUPPLIER].

## **Annex 2: Mandatory Marked Materials**

### **Key Materials**

- a) specifications of content for each TQ including core and all specialist components;
- b) assessment guidelines (for Providers);
- c) quality assurance requirements (for Providers);
- d) specimen assessment materials;
- e) standards exemplification materials;
- f) updates or redevelopments of specifications of content;
- g) updates and redevelopments of any Key Materials; and
- h) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall **not** include support Materials, insofar as they are not part of any of the expressly included items listed above;

### **Ancillary Materials**

- a) Assessment Strategy;

## **Annex 3: Brand Licensed Products and Services**

### Marketing materials relating to T Levels

Suppliers will be expected to adhere to the form of branding as set out in Annex 1 wherever reasonably practicable.

## Annex 4: Dispute Resolution Procedure

### Definitions<sup>3</sup>

**“Dispute”** means any claim, dispute or difference which arises out of or in connection with these Guidelines or in connection with the existence, legal validity or enforceability of these Guidelines, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts.

**“Style”** means any matter set out in or referred to in paragraph 5 of the Guidelines.

**“Dispute Resolution Procedure”** means the dispute resolution procedure set out in paragraphs 1.1 to 1.5.

### **1     Resolving disputes**

1.1     Where a Dispute (not being a Dispute arising solely in respect of Style):

1.1.1     arises solely between IfATE and a Supplier, the dispute resolution procedure set out in clause 37 of the Supplier’s Contract shall apply and the provisions of this Dispute Resolution Procedure shall not apply; or

1.1.2     relates to or is in connection with a dispute that is progressing under the Supplier’s Contract, the parties agree to be bound by the decision that is reached in accordance with the dispute resolution procedure set out in clause 37 of the Supplier’s Contract in respect of the dispute under the Supplier’s Contract, provided always that IfATE and/or the Supplier (as the case may be) have taken into account all reasonable comments and/or submissions of any third party who is a party to, or connected with, the Dispute.

1.2     Where the Dispute is one to which the circumstances described in paragraph 1.1 do not apply:

1.2.1     and the Dispute remains unresolved, the relevant parties connected with the Dispute shall procure that nominated senior representatives of each such party who have authority to settle the Dispute will, within 28 days of a written request from another connected party, meet in good faith to resolve the Dispute; and

1.2.2     if the Dispute is not resolved at that meeting, the relevant parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the Dispute. If the relevant parties



cannot agree on a mediator, the mediator with experience in trade mark law will be nominated by CEDR. If a relevant party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute:

- (i) the Dispute (other than a Dispute relating to Style) must be resolved using paragraphs 1.3 to 1.5; or
- (ii) a Dispute relating to Style must be resolved using paragraph 1.6.

1.3 Unless IfATE refers the Dispute (other than a Dispute relating to Style) to arbitration using paragraph 1.4, the parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction (other than in relation to a Dispute relating to Style) to:

1.3.1 determine the Dispute; and/or

1.3.2 grant interim remedies, or any other provisional or protective relief.

1.4 The parties agree that IfATE has the exclusive right to refer any Dispute (other than a Dispute relating to Style) to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

1.5 IfATE has the right to refer a Dispute (other than a Dispute relating to Style) to arbitration even if a party has started or has attempted to start court proceedings under paragraph 1.3, unless IfATE has agreed to the court proceedings or participated in them. Even if court proceedings have started, the relevant party must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under paragraph 1.4.

1.6 If the Dispute is one which relates to Style, IfATE's decision will be final.

## **Schedule 16 Appendix 2**

### **Mark**

T Level

### **Registered trade mark(s) and applications<sup>3</sup>**

<b>Country</b>	<b>Mark</b>	<b>App or regn no</b>	<b>Date of app or regn</b>	<b>Classes</b>	<b>Specification</b>
UK	T Level (word)	UK00003318112	15 June 2018	9, 16, 41	<p>Class 9: Electronic apparatus and instruments for testing, examination and assessment purposes; computer software, hardware and firmware for the provision of examination and assessments including software for operation over computer networks or by remote computer access; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 16: Examination papers; syllabi; diplomas; education, academic and vocational certificates; printed examination regulations; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p>

<sup>3</sup> To be updated as required based on trade mark application position at the Effective Date.

					Class 41: Issuing of educational awards; awarding of educational certificates; educational assessment services; provision of examination, testing and assessment services; provision of examination, testing and assessment services electronically, by online delivery, by way of the Internet or world wide web; online publication of syllabi, examination papers, assessments; examination services; assessment services; educational certification services; certification in relation to examinations and other forms of assessment; preparation and validation, accreditation, conducting and administration of examinations, assessments and tests; provision of examination papers; information, advisory and consultancy services relating to all of the aforesaid; all of the aforesaid relating to the provision of education, teaching, training and/or assessment.
EU	T Level (word)	017999579	13 December 2018	9, 16, 41	Class 9: Educational, teaching, instruction or research apparatus and instruments; electronic apparatus and instruments for teaching, instruction, training, research, education, testing, examination and assessment purposes; media bearing electronic publications and data; electronic publications; electronic publications (downloadable) provided online from a database or the Internet; downloadable text and information provided electronically, by online delivery, by way of the

					<p>Internet or world wide web; electronic database; audio visual teaching apparatus; films and video films; computer software, hardware and firmware; computer software, hardware and firmware for the provision of teaching, instruction, training, research, education, testing, examination and assessments including software for operation over computer networks or by remote computer access; educational software; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 16: Printed publications; educational publications; printed matter; educational materials; examination papers; syllabi; diplomas; education, academic and vocational certificates; printed examination regulations; books; magazines; publications; textbooks; exercise books and notebooks; catalogues, handbooks and manuals; study guides; instructional or teaching materials; all of the aforesaid for use in the provision of education, teaching, training and/or assessment.</p> <p>Class 41: Education services; teaching services; publication services; educational publication services; publication of printed matter relating to education; issuing of educational awards; awarding of educational certificates; electronic publication; publication of printed matter; educational assessment services; provision of training, teaching,</p>
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					<p>academic, education, instruction, examination, testing and assessment services; provision of training, teaching, academic, education, instruction, examination, testing and assessment services electronically, by online delivery, by way of the Internet or world wide web; online publication of electronic texts, books, textbooks, brochures, syllabi, examination papers, assessments; examination services; assessment services; educational certification services; certification in relation to examinations and other forms of assessment, education, training and awards; preparation and validation, accreditation, conducting and administration of examinations, assessments and tests; provision of examination papers; information, advisory and consultancy services relating to all of the aforesaid services; all of the aforesaid relating to the provision of education, teaching, training and/or assessment services.</p>
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## **Schedule 17**

### **Provider Contract requirements**

#### **1 Provider Contract**

1.1 This Schedule sets out the requirements that Provider Contracts must meet.

1.2 Provider Contracts must:

1.2.1 be in writing, enforceable, and on terms that are fair and reasonable;

1.2.2 set out all the requirements with which the Approved Provider must comply in order to continue to deliver the TQ;

1.2.3 establish a sanctions policy to be applied in the event that the Approved Provider fails to comply with the requirements in the Provider Contract;

1.2.4 require the Approved Provider to:

- (i) take all reasonable steps to ensure that the Supplier is able to comply with its Conditions of Recognition;
- (ii) retain a workforce of appropriate size and competence to undertake the delivery of the TQ as required by the Supplier;
- (iii) have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the TQ as required by the Supplier;
- (iv) undertake the delivery of the qualification required by the awarding organisation in accordance with the Equality Act 2010, any Act that was a statutory predecessor to that Act, or any legislation in a jurisdiction other than England which has an equivalent purpose and effect; and
- (v) operate a complaints handling procedure or appeals process for the benefit of Students;

- 1.2.5 where, in accordance with the Approved Assessment Strategy an Approved Provider is permitted to carry out or procure the carrying out of marking of Student assessment evidence, set out details for carrying out Moderation;
- 1.2.6 not materially depart from any relevant industry standards and common education sector practices;
- 1.2.7 be materially consistent across all Approved Providers in respect of the provision of the Provider Services and, in particular, shall not discriminate against any particular types, sizes or geographical locations of Approved Providers in connection with the provision of any Provider Services;
- 1.2.8 include appropriate GDPR provisions: where the Supplier, in fulfilling its obligations under this Contract, is acting as a Processor on behalf of an Approved Provider, the Provider Contract will include provisions to ensure that any personal data (as defined in the GDPR) that is Processed by the Supplier in relation to the Provider Services is Processed in accordance with Data Protection Legislation;
- 1.2.9 be consistent with, and to the extent necessary allow for, any information, document and data sharing requirements contained within this Contract (to include any information, documents and data that must be provided by the Supplier to the Authority and/or any third party and any information, documents and data requested by Ofqual);
- 1.2.10 require the Approved Provider to assist the Supplier in carrying out any reasonable monitoring activities and to assist Ofqual in any investigations made for the purposes of performing its functions;
- 1.2.11 allow Approved Providers to purchase Provider Services on an “as and when needed” basis without any minimum or maximum volume commitments (including in relation to the number of Students);
- 1.2.12 require Approved Providers to register all Students on a TQ by the end of November or within such other timescales as are required by the Key Dates Schedule for the relevant Academic Year and pay that part of the Fees

referred to in limb (a) of the definition of Fees within 30 days of such registration and provide that, if a Student terminates their study of the TQ before the end of the following January in the same Academic Year, the Supplier must provide a full refund of such Fees (relating to such Student) to the Approved Provider (for the avoidance of doubt, if the Student terminates their study of the TQ after the end of the following January in the same Academic Year, the Supplier is not obliged to give a refund);

- 1.2.13 include detailed provisions relating to the Approved Provider's role in quality assurance, such provisions shall give effect to the requirements of the Approved Provider's Quality Assurance Process;
- 1.2.14 require Approved Providers to provide advice and guidance to Students (including any Student no longer enrolled with the Approved Provider) in relation to making enquiries about results (and any further steps that may be taken following such an enquiry (including those contemplated by the Additional Services)) and where such Student reasonably requests the Approved Provider (whether directly or indirectly) to request the provision of an Additional Service, require the Approved Provider to request the provision of such Additional Service from the Supplier;
- 1.2.15 require Approved Providers to seek written approval from the Supplier before permitting a third party (for example training providers or satellite centres) to deliver any part of the TQ, including its assessments, and requires the Approved Providers to agree in writing to the Supplier's requirements before the Supplier approves the use of a third party;
- 1.2.16 place responsibility on the Approved Provider to monitor whether any third party involved with the delivery and assessment of the TQ on its behalf has appropriate capacity and capability; and
- 1.2.17 specify a process to be followed in any withdrawal of the Approved Provider (whether voluntary or not) from its role in delivering the TQ and require Approved Providers to take all reasonable steps to protect the interests of Students in the case of such a withdrawal.



1.3 Provider Contracts must not:

- 1.3.1 include terms in connection with Provider Services that are not strictly necessary for the provision of the relevant Provider Services and/or which are materially inconsistent with any of the Supplier's obligations under this Contract;
- 1.3.2 make the provision of the Provider Services contingent on the take up of any further qualifications or services by the Approved Provider;
- 1.3.3 require the Approved Provider to make any payments other than the Fees (e.g. for the avoidance of doubt, Provider Contracts shall not require any fees to be paid by the Approved Provider (or an Eligible Provider) for Provider Approval in relation to a TQ);
- 1.3.4 offer any discounts to the Fees; and/or
- 1.3.5 include provisions that are materially more onerous than any comparable provisions in this Contract.

1.4 The Supplier shall not offer to any Approved Provider any rebate, discount or other incentive in relation to services outside the Provider Services (whether or not in the Provider Contract) which is contingent on or linked to the Approved Provider entering into the Provider Contract and/or registering Students for the TQ.

**Schedule 18**

**Commercially Sensitive Information**

The content for this Schedule is contained in a separate file at:

S18\_GEN2W1\_DPDD\_Commercially\_Sensitive\_Confidential\_Information

**Attachment 9: Commercially Sensitive Information and/or Confidential Information**

- 1 All the information that the Authority supplies (to the Potential Supplier or otherwise) as part of this Procurement shall be treated as confidential information under paragraph 12 of the Terms of Participation.
- 2
  - a. During this Procurement, the Potential Supplier considers that the type of information listed in Table 1 below contained in its response to the ITT is 'Confidential Information'.
  - b. From the Effective Date of the Contract, the Potential Supplier considers that the type of information listed in Table 3 below contained in its response to the ITT shall be 'Confidential Information'.
- 3
  - a. During this Procurement, the Potential Supplier considers that the type of information listed in Table 2 below contained in its response to the ITT is not Confidential Information but is 'Commercially Sensitive Information'.
  - b. From the Effective Date of the Contract, the Potential Supplier considers that the type of information listed in Table 4 below contained in its response to the ITT is not Confidential Information but is 'Commercially Sensitive Information'.
- 4 The Potential Supplier must complete each Table fully and give full, valid and justifiable reasons for including any information in the Tables below. The Authority cannot accept any broad attempt to class all, or any broad categories of, information as either 'Confidential Information' or 'Commercially Sensitive Information' and may discard a Potential Supplier's attempts to classify information in this way.
- 5 The information supplied in this Attachment 9 shall be used to populate Schedule 18 of the Contract.
- 6 Potential Suppliers are reminded that notwithstanding the inclusion of any information in Table 1, Table 2, Table 3 and/or Table 4 below, the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with FoIA and/or the EIRs.



















## **Schedule 19**

### **Required Insurances**

#### **PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE**

##### **1 Insured**

The Supplier

##### **2 Interest**

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.2 loss of or damage to property,

happening during the period of insurance (as specified in paragraph 5) and arising out of or in connection with the provision of the Services under this Contract.

##### **3 Limit of indemnity**

Not less than £5,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but £5,000,000 in the aggregate per annum in respect of products and pollution liability.

##### **4 Territorial limits**

United Kingdom.

##### **5 Period of insurance**

From the Effective Date and renewable on an annual basis unless agreed otherwise by the Authority in writing for the Term.

##### **6 Cover features and extensions**

Indemnity to principals clause.

## **7 Principal exclusions**

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

## **8 Maximum deductible threshold**

Not to exceed £10,000 for each and every third party property damage claim (personal injury claims to be paid in full).

## **PART B: PROFESSIONAL INDEMNITY INSURANCE**

### **1 Insured**

The Supplier

### **2 Interest**

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in paragraph 13) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

### **3 Limit of indemnity**

Not less than £5,000,000 in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

### **4 Territorial Limits**

United Kingdom

### **5 Period of insurance**

From the Effective Date and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) for the Term; and (b) for a period of 6 years thereafter.

### **6 Cover features and extensions**

Retroactive cover to apply to any "claims made policy wording" in respect of this Contract or retroactive date to be no later than the Effective Date.

### **7 Principal exclusions**

7.1 War and related perils

7.2 Nuclear and radioactive risks

### **8 Maximum deductible threshold**

Not to exceed £10,000 for each and every claim.

## **PART C: UNITED KINGDOM COMPULSORY INSURANCES**

1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

## **Schedule 20**

### **Authorised Representatives**

The content for this Annex is contained in a separate file at:

S20\_GEN2W1\_DPDD\_Authorised\_Representatives

**Schedule 20**  
**Authorised Representatives**

Authority Authorised Representative

██████	██████████
██████	██
Postal Address:	Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT
██████████	██

Supplier Authorised Representative

██████	██
██████	██
Postal Address:	Pearson Education Ltd 80 Strand London WC2R 0RL
██████████	██



## **Schedule 21**

### **Staff Transfer**

#### **1. Definitions**

1.1 In this Schedule, the following definitions shall apply:

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

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

**“Replacement Sub-contractor”** means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

**“Relevant Transfer”** means a transfer of employment to which TUPE applies;

**“Relevant Transfer Date”** means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

**“Service Transfer”** means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;

**“Service Transfer Date”** means the date of a Service Transfer;

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

(a) their ages, dates of commencement of employment or engagement, gender and place of work;

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

**“Supplier’s Final Supplier Personnel List”** means a list provided by the Supplier of all Supplier Personnel who will transfer under TUPE on the Service Transfer Date;

**“Supplier’s Provisional Supplier Personnel List”** means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**“Transferring Former Supplier Employees”** means in relation to a Former Supplier, those employees of the Former Supplier to whom TUPE will apply on the Relevant Transfer Date; and

**“Transferring Supplier Employees”** means those employees of the Supplier and/or the Supplier’s Sub-contractors to whom TUPE will apply on the Service Transfer Date.

## **2. Interpretation**

- 2.1 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

## **Transferring Former Supplier Employees at Commencement of Services**

### **3. Relevant Transfers**

- 3.1 The Authority and the Supplier agree that:
- 3.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 3.1.2 as a result of the operation of TUPE, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10 of TUPE) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.
- 3.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under TUPE and shall perform and discharge all its obligations in respect

of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

#### **4. Former Supplier Indemnities**

4.1 Subject to Paragraph 4.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

4.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

4.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

4.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

- (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 4.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 4.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Contract and/or TUPE; and
- 4.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of TUPE.
- 4.2 The indemnities in Paragraph 4.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
  - 4.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or

- 4.2.2 arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under TUPE.
- 4.3 If any person who is not identified as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to TUPE then:
- 4.3.1 the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
- 4.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 4.4 If an offer referred to in Paragraph 4.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 4.5 If by the end of the 15 Working Day period specified in Paragraph 4.3.2:
- 4.5.1 no such offer of employment has been made;
- 4.5.2 such offer has been made but not accepted; or
- 4.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 4.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 4.3 to 4.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former

Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 4.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.7 The indemnity in Paragraph 4.6:

4.7.1 shall not apply to:

- (a) any claim for:
- (b) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (c) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
- (d) in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or
- (e) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and

4.7.2 shall apply only where the notification referred to in Paragraph 4.3.1 is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Relevant Transfer Date.

4.8 If any such person as is described in Paragraph 4.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 4.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under the Law.

**5. Supplier Indemnities and Obligations**

- 5.1 Subject to Paragraph 5.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:
- 5.1.1 any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
  - 5.1.2 the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
    - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
  - 5.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
  - 5.1.4 any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
  - 5.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee



before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;

- 5.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 5.1.7 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 5.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of TUPE, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13(4) of TUPE; and
- 5.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.

- 5.2 The indemnities in Paragraph 5.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under TUPE.
- 5.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under TUPE (including without limitation its obligation to inform and consult in accordance with regulation 13 of TUPE) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

## **6. Information**

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

## **7. Procurement Obligations**

- 7.1 Notwithstanding any other provisions of this Schedule, where in this Schedule the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard

which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **8. Pensions**

- 8.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

**DATED**

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**THE INSTITUTE FOR  
APPRENTICESHIPS AND TECHNICAL  
EDUCATION**

**and**

**PEARSON EDUCATION LIMITED**

---

**INTELLECTUAL PROPERTY  
ASSIGNMENT AND LICENCE IN  
RELATION TO  
THE DIGITAL: DIGITAL PRODUCTION,  
DESIGN AND DEVELOPMENT  
T LEVEL TECHNICAL QUALIFICATION**

---

**THIS ASSIGNMENT AND LICENCE** is made on

**BETWEEN:**

- (3) **THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION** of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("**Authority**"); and
- (4) **PEARSON EDUCATION LIMITED**, a company registered in England and Wales (company registration number: **00872828**), whose registered office is at **Hailey Court, Jordan Hill Business Park, Oxford, OX2 8EJ** ("**Supplier**"),

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

## **BACKGROUND TO THIS ASSIGNMENT AND LICENCE**

- (D) The Authority and the Supplier have entered into a contract on the date of this Assignment and Licence for the design, development and delivery of the technical education qualification element ("**TQ**") for the **Digital Production, Design and Development** T Level ("the **TQ Agreement**").
- (E) The Supplier has agreed to assign certain intellectual property rights to the Authority, and to licence certain intellectual property rights to the Authority in connection with the TQ. The Authority has agreed to grant a licence back to the Supplier in relation to certain assigned intellectual property rights.
- (F) This Assignment and Licence, together with the TQ Agreement sets out the agreed terms of such assignment and licences.

## **2 Assignment and Licence start, formation and interpretation**

- 2.1 This Assignment and Licence is legally binding from the Effective Date until it ends in accordance with its terms.
- 2.2 In this Assignment and Licence, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this clause 1 or, where no definition is given in this clause 1, Schedule 1 to the TQ Agreement.
- 2.3 If a capitalised expression does not have an interpretation in this clause 1 or Schedule 1 to the TQ Agreement, it shall, in the first instance, be interpreted in accordance with the common

interpretation within the relevant market sector where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

2.4 In this Assignment and Licence, unless the context otherwise requires:

- 2.4.1 the singular includes the plural and vice versa;
- 2.4.2 reference to a gender includes the other gender and the neuter;
- 2.4.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 2.4.4 references to a legal entity (other than the Supplier) shall include unless otherwise expressly stated any statutory successor to such entity and/or the relevant functions of such entity, and references to the Department shall include, where relevant, the ESFA;
- 2.4.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 2.4.6 the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “**without limitation**”;
- 2.4.7 references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 2.4.8 references to “**clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Assignment and Licence and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 2.4.9 references to “**paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

2.4.10 the headings in this Assignment and Licence are for ease of reference only and shall not affect the interpretation or construction of this Assignment and Licence.

2.5 In this Assignment and Licence, unless the context otherwise requires, the following words shall have the following meanings:

**“Ancillary Materials”** means all information and materials (other than Key Materials) to which the Authority and/or a Future Supplier would require access for the Portability Purposes, and any other materials which would be required on or to facilitate succession to a Future Supplier in a seamless manner in relation to the TQ offered or Operated by the Supplier.

Ancillary Materials shall include, without limitation:

- (a) Student results including grades;
- (b) statistical analysis for grading (excludes the systems supporting the analysis);
- (c) lists of Providers;
- (d) marked Student evidence (with moderation outcomes);
- (e) documentation which provides an overview or analysis of Student performance (including chief examiner and chief moderator reports), which include but are not limited to, examples of student responses to assessment questions and/or tasks as well as narrative explaining why students did well/ less well on individual items/ components/ subcomponents);
- (f) data on Student credits;
- (g) data on Student appeals;
- (h) data on special considerations for Students;
- (i) the Assessment Strategy;
- (j) Student registrations;
- (k) draft materials in preparation for forthcoming assessments;
- (l) the Key Dates Schedule (in respect of forthcoming assessments);

- (m) lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ;
- (n) materials from completed assessments, such as completed Students' examination answer booklets; and
- (o) TQ Live Assessment Materials

**"Approval"** has the same meaning as in the TQ Agreement;

**"Assigned Rights"** means the Intellectual Property Rights in the Key Materials;

**"Authority Authorised Representative"** has the same meaning as in the TQ Agreement;

**"Background IPR"** means any IPR owned by a Party prior to the Effective Date or created or developed by a Party otherwise than in the provision of the Services or under or in connection with the TQ Agreement, but does not include IPR in Key Materials;

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

**"Claim"** means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Assignment and Licence;

**"Continuing Activities"** means activities of the Supplier under the TQ Agreement which continue following the end of the second Academic Year for the final Exclusive Cohort (each as defined in the TQ Agreement) in relation to the TQ as offered by the Supplier, such as retakes, appeals, and any ongoing records management contracted to the Supplier;

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

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



**“Dispute”** means any claim, dispute or difference which arises out of or in connection with this Assignment and Licence or in connection with the negotiation, existence, legal validity, enforceability or termination of this Assignment and Licence, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

**“Effective Date”** means the date on which the last Party to sign has signed this Assignment and Licence;

**“Final Approval Milestone”** has the meaning given in the TQ Agreement;

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

**“Indemnifier”** means a Party from whom an indemnity is sought under this Assignment and Licence;

**“Insolvency Event”** means:

- (d) in respect of a company:
  - (i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
  - (ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
  - (iii) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

- (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
  - (v) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
  - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
  - (vii) being a “**small company**” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (e) where the person is an individual or partnership, any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs in relation to that individual or partnership; or
  - (f) any event analogous to those listed in limbs (a) (i) to (vii) (inclusive) occurs under the law of any other jurisdiction;

**“Intellectual Property Rights” or “IPR” means:**

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

**“IPR Claim”** means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services and/or supply the Products or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under the TQ Agreement or this Assignment and Licence;

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

Key Materials shall include:

- (a) specifications of content for each TQ including core and all specialist components;
- (b) assessment guidelines (for Providers);
- (c) quality assurance requirements (for Providers);
- (d) specimen assessment materials;
- (e) standards exemplification materials;
- (f) supplementary specimen assessment materials
- (g) employer set project guide exemplar responses
- (h) employer set project grade exemplar responses
- (i) updates or redevelopments of specifications of content;
- (j) updates and redevelopments of any Key Materials; and
- (k) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall not include:

- (1) Support Materials, insofar as they are not part of any of the expressly included items listed above;
- (2) question banks insofar as they are not part of any of the included items listed above and are not developed for the TQ; and

- (3) any systems and platforms used to support the delivery of the TQ, provided that the relevant TQ content or data held in or processed by such systems and/or platforms can be extracted without requiring further processing post-extraction (and the Supplier can demonstrate that they can be so extracted) to enable use of the relevant content and/or data by a Skilled Future Supplier in conjunction with a non-proprietary or generally commercially available system or platform;

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

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

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

**“New IPR”** means :

- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the TQ Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
- (b) IPR in or arising as a result of the performance of the Supplier's obligations under the TQ Agreement and all updates and amendments to the same,

but shall not include any IPR owned by the Supplier prior to the Effective Date;

**“Operate”** in relation to a qualification means to provide the Services or a material part of the Services, or services replacing the Services or a material part of the Services, or of an equivalent character to the Services or a material part of the Services in relation to any other qualification (whether a T Level technical education qualification or not); and **“Operation”** and other cognate terms shall have a corresponding meaning;

**“Party”** means the Authority or the Supplier and **“Parties”** means both of them where the context permits;

**“Product”** has the meaning given in the TQ Agreement;

**“Provider”** means an organisation that has a grant agreement and/or a contract in place with the ESFA to provide qualifications to Students;

**“Replacement Services”** means any services which are substantially similar to any of the Services (including the supply of any Products) and which the Authority receives in substitution for any of the Services, whether those services are provided by the Authority internally and/or by any third party;

**“Replacement Supplier”** has the meaning given in the TQ Agreement;

**“Required Insurances”** has the meaning given in the TQ Agreement;

**“Services”** means the services as described in Schedule 2 to the TQ Agreement (*Service Requirements*) including any Additional Services as defined in the TQ Agreement;

**“Termination Notice”** means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Assignment and Licence on a specified date and setting out the grounds for termination;

**“Third Party IPR”** means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services and/or supplying the Products;

**“TQ Agreement”** has the meaning given in recital A (above);

**“Transparent”** means that students and employers will regard the TQ delivered by a Future Supplier as materially the same as the TQ delivered and operated by the (existing) Supplier;

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

### **3 Assignment**

- 3.1 Pursuant to and for the consideration set out in the TQ Agreement, the Supplier assigns to the Authority, absolutely with full title guarantee all its right, title and interest in and to all of the

Intellectual Property Rights in the Key Materials (which, for the avoidance of doubt, includes the Guide Standard Exemplification Materials) including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights on or after the date of this Assignment and Licence. Such assignment shall take place on the earlier of:

- 3.1.1 the creation of any relevant materials known to be Key Materials;
- 3.1.2 the identification by the Supplier of the use of the relevant materials as part of the TQ; and
- 3.1.3 delivery of the relevant Key Materials to the Authority, or Operation of the TQ by the Supplier.

- 3.2 With the exception of Guide Standard Exemplification Materials, all Key Materials are relevant course documents for the purposes of section A2D3(4) of the Apprenticeships, Skills, Children and Learning Act 2009, and on approval of the TQ at the Final Approval Milestone and on any subsequent Approval, to the extent that any copyright or any rights in copyright forming part of the Assigned Rights have not then been assigned to and vested absolutely in the Authority, they shall be transferred to the Authority by operation of statute in accordance with section A2IA of the Apprenticeships, Skills, Children and Learning Act 2009. Intellectual Property Rights in the Guide Standard Exemplification Materials is assigned to the Authority by virtue of 2.1 above.

#### **4 Licences to the Authority**

- 4.1 The Supplier hereby grants to the Authority (and the Authority shall have, in addition to any retained rights under clause 13.8 of the TQ Agreement) a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, exploit and sub-license the IPR in the Ancillary Materials and the Supplier's Background IPR and, in respect of any IPR in Key Materials, in each case to the extent that the same are not at the relevant time vested absolutely in the Authority, as necessary to enable the Authority (and its sub-licensees) to:
- 4.1.1 use the Key Materials and Ancillary Materials in its administration, approval and oversight of the TQ and other T Level technical education qualifications and to make the same available to others (such as Ofqual) to do the same; and

- 4.1.2 to use the Key Materials and the Ancillary Materials, and for any Future Supplier or potential Future Supplier to use the Key Materials and the Ancillary Materials:
- (i) for competing or tendering for the delivery and Operation of the TQ and/or any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
  - (ii) to deliver and Operate the TQ and any Replacement TQ, during any Transition Period and following expiry or termination of the TQ Agreement; and
- 4.1.3 otherwise to receive and use the Services and the Deliverables and allow any Future Supplier to use the Deliverables; and
- 4.1.4 to sub-license others to exercise the rights set out in this clause 3.1.

- 4.2 The Authority agrees that it shall use any Ancillary Materials which fall solely within element (I) of the definition of Ancillary Materials (being “*lists, with contact details, of people contracted by the Supplier to perform or oversee activities which are necessary for the conduct and quality assurance of assessments for the TQ*”) only for the purposes of planning for or executing an Emergency Exit.

## **5 Licence to the Supplier**

- 5.1 The Authority hereby grants to the Supplier, in respect of the Assigned Rights, a worldwide, royalty free, perpetual and irrevocable non-exclusive licence, with the right to sublicense, to use and exploit the IPR in the Key Materials during and after the Term, but not, save as provided in the TQ Agreement, to use the same as part of a T Level, such licence being subject to clauses 13.13 and 13.14 of the TQ Agreement (which for these purposes shall survive any termination or expiry of the TQ Agreement).

## **6 Warranties and representations**

- 6.1 The Supplier warrants and represents (on the Effective Date and on any relevant assignment or grant of licence taking effect) that:
- 6.1.1 it is or will be the sole legal and beneficial owner of, and that it owns all the rights and interests in the Assigned Rights no later than the time for assignment specified in clause 2.1 or when they are assigned in accordance with clause 13.2.1 of the TQ Agreement, save for Assigned Rights other than New IPR, in respect of which it has previously

notified the Authority and the Authority has agreed in writing that this warranty shall not apply;

- 6.1.2 where it is not the sole legal and beneficial owner of the Assigned Rights, including the Assigned Rights which are to be used or embodied in any Key Materials, it has established that all owners of such rights consent to their assignment and transfer absolutely to the Authority;
- 6.1.3 it has all the necessary right and title to grant all the licences granted to the Authority under this Assignment and Licence and the TQ Agreement;
- 6.1.4 it has not licensed or assigned any of the Assigned Rights other than pursuant to this Assignment and Licence or the TQ Agreement;
- 6.1.5 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 6.1.6 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- 6.1.7 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- 6.1.8 the use of the Key Materials and Ancillary Materials, and exploitation of the Assigned Rights by the Supplier in the provision of the Services and Deliverables or by the Authority in receiving and using the Services and Deliverables or procuring any Replacement Services or by any Future Supplier in Operating any Replacement Services, will not infringe the rights of any third party; and
- 6.1.9 the Key Materials are its original work and have not been copied wholly or substantially from any other source.

## **7 Indemnity**

- 7.1 Subject to clause 19, if there is an IPR Claim, the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.



7.2 If an IPR Claim is made or anticipated, the Supplier must at its own expense and the Authority's sole option, either:

7.2.1 obtain for the Authority the rights in clause 2.1 and 3.1 without infringing any Third Party IPR; or

7.2.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

## **8 Moral rights**

8.1 The Supplier shall procure written absolute waivers from all authors of the Key Materials and Ancillary Materials in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Key Materials and Ancillary Materials and, as far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

## **9 Ending or extending the Assignment and Licence**

9.1 This Assignment and Licence ends if terminated by the Authority for any reason set out in this Assignment and Licence.

9.2 If any of the following events happen, the Authority has the right to immediately terminate this Assignment and Licence or any of the licences granted under this Assignment and Licence by issuing a Termination Notice to the Supplier (in the latter case specifying the relevant licences):

9.2.1 a Default incapable of remedy;

9.2.2 a Default capable of remedy that is not corrected within 30 days; and

9.2.3 anything occurs which entitles the Authority to terminate the TQ Agreement.

## **10 Claims against third parties**

10.1 The Supplier may take any action it considers appropriate or necessary, subject to the Authority's prior written consent, not to be unreasonably withheld or delayed, if there is a breach, other than in connection with the TQ, by a third party of the Authority's rights in any IPR licensed to the Supplier under clause 4, and the Authority agrees to provide all such assistance as the Supplier may reasonably require (subject to meeting the Authority's reasonably agreed costs and expenses

and the Supplier hereby indemnifying the Authority in respect of any loss, damage or liability the Authority incurs by reason of any such action).

## **11 Further assurance**

- 11.1 At the Authority's expense the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment and Licence and the TQ Agreement, including:
  - 11.1.1 registration of the Authority as applicant or (as applicable) proprietor of the Assigned Rights; and
  - 11.1.2 assisting the Authority in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Authority against or by any third party relating to the Assigned Rights.
- 11.2 The Supplier appoints the Authority to be its attorney in its name and on its behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Authority to obtain for itself or its nominee the full benefit of this Assignment and Licence.
- 11.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Supplier's obligations under this Assignment and Licence and the proprietary interest of the Authority in the Assigned Rights and so long as such obligations of the Supplier remain undischarged, or the Authority has such interest, the power may not be revoked by the Supplier, save with the consent of the Authority.
- 11.4 Without prejudice to clause 10.2, the Authority may, in any way it thinks fit and in the name and on behalf of the Supplier:
  - 11.4.1 take any action that this Assignment and Licence requires the Supplier to take;
  - 11.4.2 exercise any rights which this Assignment and Licence gives to the Supplier; and
  - 11.4.3 appoint one or more persons to act as substitute attorney(s) for the Supplier and to exercise such of the powers conferred by this power of attorney as the Authority thinks fit and revoke such appointment.

- 11.5 The Supplier undertakes to ratify and confirm everything that the Authority and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 10.

## **12 How much each Party can be held responsible for**

- 12.1 Each Party's total aggregate liability under this Assignment and Licence (whether in tort, contract or otherwise) for each claim or series of connected claims is no more than £1 million.
- 12.2 No Party is liable to the other for:
- 12.2.1 any indirect Losses; or
  - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 The limitation of liability set out in clause 11.1 does not apply to either Party in relation to the following:
- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - 12.3.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
  - 12.3.3 any liability that cannot be excluded or permitted by Law.
- 12.4 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Assignment and Licence, including where any such Losses are covered by an indemnity.
- 12.5 When calculating the Supplier's liability under clause 11.1, Losses covered by Required Insurances will not be taken into consideration.

## **13 Invalid parts of this Assignment and Licence**

- 13.1 If any part of this Assignment and Licence is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be removed from this Assignment and Licence as much as required and rendered ineffective as far as possible without affecting the rest of the Assignment and Licence, or whether it is valid or enforceable.

**14     No other terms apply**

- 14.1    Except as otherwise expressly provided in this Assignment and Licence or in the TQ Agreement, the provisions incorporated into this Assignment and Licence are the entire agreement between the Parties. The Assignment and Licence replaces all previous statements and agreements whether written or oral. No other provisions apply.
- 14.2    Variation of this Assignment and Licence is only effective if agreed in writing and signed by both Parties.

**15     Other people's rights in this Assignment and Licence**

- 15.1    No third parties may use the Contracts (Rights of Third Parties) Act ("**CRTPA**") to enforce any term of this Assignment and Licence unless stated (referring to CRTPA) in this Assignment and Licence. This does not affect third party rights and remedies that exist independently from CRTPA.

**16     Relationships created by this Assignment and Licence**

- 16.1    This Assignment and Licence does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

**17     Giving up contract rights**

- 17.1    A partial or full waiver or relaxation of the terms of this Assignment and Licence is only valid if it is stated to be a waiver in writing to the other Party.

**18     Transferring responsibilities**

- 18.1    The Supplier must not assign this Assignment and Licence without Approval.
- 18.2    The Authority can assign, novate or transfer this Assignment and Licence or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.
- 18.3    The Supplier must enter into a novation agreement in the form that the Authority specifies in order to use its rights under clause 17.2.
- 18.4    The Supplier can terminate this Assignment and Licence if it is novated under clause 17.2 to a private sector body that is experiencing an Insolvency Event.

## **19     How to communicate about this Assignment and Licence**

- 19.1 All notices under this Assignment and Licence must be in writing and are considered effective on the Working Day of delivery as long as delivered before 5:00 pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 19.2 Notices to the Authority must be sent to the Authority Authorised Representative's address and email address, and all notices must be copied to the Authority's Head of Commercial Delivery Management [REDACTED] and the Authority's Head of Legal [REDACTED]
- 19.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **20     Dealing with claims**

- 20.1 If a Beneficiary is notified or otherwise becomes aware of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after such notification or date of first awareness.
- 20.2 At the Indemnifier's cost the Beneficiary must both:
- 20.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - 20.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 20.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 20.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 20.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 20.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

20.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

20.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

20.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

## **21 Resolving disputes**

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

21.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using clauses 20.3 to 20.5.

21.3 Unless the Authority refers the Dispute to arbitration using clause 20.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

21.3.1 determine the Dispute;

21.3.2 grant interim remedies, or any other provisional or protective relief.

21.4 The Supplier agrees that the Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

21.5 The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 20.4, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 20.4.

21.6 The Supplier cannot suspend the performance of this Assignment and Licence during any Dispute.

## **22 Which law applies**

22.1 This Assignment and Licence and any issues arising out of, or connected to it, are governed by English law.

## **ANNEX**

### **IPR Assurance Certificate**

This certificate is given pursuant to clause 13.9 of the agreement (“**Contract**”) between the Institute for Apprenticeships and Technical Education (“**Authority**”) and the supplier named below (“**Supplier**”), and the Intellectual Property Assignment and Licence between the Authority and the Supplier (which also forms Schedule 14 of the Contract) (“**Assignment and Licence**”).

#### **Guidance:**

*When to complete this certificate:* This certificate should be completed in respect of each Deliverable (as defined in the Contract) which is made available to the Authority under the Contract, and a completed certificate should be supplied to the Authority with that Deliverable. This includes updates to existing Deliverables.

*Purpose of this certificate:* This certificate is intended to confirm that the specific Deliverable fully complies with the intellectual property provisions of the Contract. A copy of the certificate will be retained by the Authority as evidence of the intellectual property position.

#### **Supplier Declaration:**

We (being the Supplier named below) confirm that the Deliverable(s) supplied together with (or shortly before or after) this certificate, all elements of which are listed in either Table 1 or Table 2 below<sup>4</sup>, comply with the intellectual property provisions in the Contract, in particular the applicable warranties set out in clause 5 of the Assignment and Licence.

We confirm that the Deliverable(s) either:

- (i) contain no third party intellectual property rights, or
- (ii) contain third party intellectual property rights and we have obtained the consent of the applicable third party:

- in the case of Key Materials, to their assignment and transfer to the Authority; and/or
- in the case of Ancillary Materials, to their licence to the Authority,

in each case on the terms and conditions of the Contract and Assignment and Licence.

We confirm that this certificate overrides any statement or copyright notice forming part of the Deliverable(s) which is in any way inconsistent with this certificate. We agree that this certificate does not detract in any way from the rights granted to the Authority in the Contract.

#### **Key Materials**

We confirm that the Deliverable(s) set out in Table 1 below, or the elements of the Deliverable(s) set out in Table 1 below, are Key Materials, as defined in the Contract:

<sup>4</sup> If, by exception, the Supplier asserts that the Deliverable includes elements which are neither Key Materials nor Ancillary Materials, this should be notified in writing to the Authority prior to the relevant Deliverable being made available to the Authority.



**Table 1**

<b>Deliverable</b>	<b>Key Materials</b>
[Set out title / description of the Deliverable]	Set out elements which are Key Materials, or confirm "entire Deliverable"
[insert additional rows if required]	

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 1 as Key Materials, have vested or hereby vest in the Authority pursuant to the Assignment and Licence.

### **Ancillary Materials**

We confirm that the Deliverable(s) set out in Table 2 below, or the elements of the Deliverable set out in Table 2 below are Ancillary Materials, as defined in the Contract:

**Table 2**

<b>Deliverable</b>	<b>Ancillary Materials</b>
[Set out title / description of the Deliverable]	Set out elements which are Ancillary Materials, or confirm "entire Deliverable"
[insert additional rows if required]	

All intellectual property rights in the Deliverable(s), or elements of the Deliverable(s) listed above in Table 2 as Ancillary Materials, are licensed to the Authority on the terms and conditions of and pursuant to the Assignment and Licence.

Signed for and on behalf of the Supplier:

Name

Position

Date

**Signed by**

**Pearson Education Limited**

[REDACTED]

[REDACTED]

**Signed by**

**THE INSTITUTE FOR APPRENTICESHIPS AND TECHNICAL EDUCATION**

[REDACTED]

[REDACTED]