

THIS Contract is made on DAY of 2015

Between:

- (1) The Secretary of State for Education operating from Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT, acting through the National College for Teaching and Leadership ("NCTL"); and
- (2) The School of Environment, Education and Development, Programme Director Doctorate in Educational and Child Psychology, Room A5.16, Ellen Wilkinson Building, The University of Manchester, Oxford Road, Manchester M13 9PL (the "Provider")

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

It is agreed that:

1. The Secretary of State for Education operating from Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT will be acting through its executive agency, NCTL.
2. This form of agreement, together with the attached Schedules and appendices are the documents which collectively form the "Contract".
3. If there is a conflict between the provisions of the clauses of this Contract, the provisions of the Schedules or appendices, the following order of precedence shall apply:
 - (a) the clauses of this Contract;
 - (b) Schedule 2;
 - (c) the requirement set out in Schedule 1;
 - (d) Schedules 3 to 13;
 - (e) any appendix to the relevant Schedule;
 - (f) the invitation to tender (appendix 10); and
 - (g) the Provider's Solution set out in Schedule 13.

This document has been executed on the date stated at the beginning of this Contract.

SIGNED by the PROVIDER acting by

Authorised Signatory

In the presence of
Witness signature

Occupation CONTRACT MANAGER

Address

Date 17/9/2015

THE UNIVERSITY OF MANCHESTER
OXFORD ROAD, MANCHESTER
M13 9PL
U.K.

SIGNED by NCTL acting by

Position DEPUTY DIRECTOR, NCTL.

in the presence of HILARY ELAM.

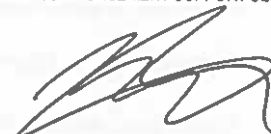
Witness signature Hilary Elam.

Occupation Senior Manager, NCTL.

Address DEPARTMENT OF EDUCATION, TRIUMP ROAD, NOTTINGHAM. NG8 1DH

Date 23rd SEPTEMBER 2015

DR ANDREW WALSH
DIRECTOR OF RESEARCH AND
BUSINESS ENGAGEMENT SUPPORT SERVICES



Schedule 1

The Specification

1 Background

The NCTL is an executive agency of the Department for Education (the "**Department**"). It has responsibility, on behalf of The Secretary of State for Education, for ensuring the supply of high-quality teachers and training and for teacher regulation, delivering policy for teachers and instructors; those working in Early Years; classroom-based school support staff; special educational needs co-ordinators ("**SENCO**"); educational psychologists and examination officers.

The priority to "commission post-graduate qualification training for educational psychologists." is laid out in NCTL's business plan for 2015-16.

The Children and Families Act 2014 gave educational psychologists an extended remit to work with children and young people 0-25 years plus young offenders. It also placed a statutory duty on the profession, to provide psychological input into the new Education, Health and Care ("**EHC**") plans.

1 The Initial Training for Educational Psychologists Programme (the "Programme")

The Provider will be responsible for the delivery of 70 training places in the South East, East of England and London. There will be a minimum of 10 places per consortia member / university. The Programme includes the:

- **Recruitment and management of trainees**
- **Delivery and management of a high quality Programme**
- **Source and delivery of high quality Programme practice placements**

2 Recruitment and management of trainees

2.1 Application process

The Provider will work in partnership with the Association of Educational Psychologists ("**AEP**") to recruit 70 trainees per intake in 2016 and in 2017 to the Programme. This recruitment will be undertaken in the year prior to the intake starting and will be managed in accordance with the entry requirements and the Educational Psychology Funded Training scheme ("**EPFT**").

EPFT terms and conditions.

Entry Requirements

All applicants must have:

- a psychology degree (preferably 2:1 or above) or a
- a conversion course or a
- a psychology-based Master's degree

Plus a minimum of 1 year full-time experience of working with children and young people within:

- education
- health
- social care
- youth justice
- a childcare or community setting

(Full time means 37 hours a week or the equivalent if part time).

They must also:

- be eligible to work in England for the duration of the course and for at least 2 years afterwards
- be a UK resident. Non-UK applicant, must have been living in the UK at the time of application for at least 6 months and be able to provide proof of residency
- have a good command of written and spoken English. If English isn't the first language, applicants must provide recent evidence that you meet the required standard. The only acceptable English qualification for the

Clawback

The expectation of the contract is to deliver qualified educational psychologists and therefore the NCTL will not continue to fund the training place of a trainee once they have withdrawn from the course.

Bursary – Year 1 will be withdrawn at the point at which a trainee leaves.

Course fees will cease at the end of the academic year in which they withdraw. If a trainee defers, payments for agreed deferred candidates will be held by the training provider until the candidate resumes training.

4. Delivery and management of a high quality Programme

The level of qualification

The Programme will be a post graduate doctorate qualification gained over 3 years. Year one should be predominately academically focussed, with year 2 and 3 placement-based with employers of educational psychologists.

Health and Care Professions Council (“HCPC”) accreditation

The Provider will ensure the Programme is approved by the HCPC for the duration of the contract, and therefore graduates are eligible to apply for HCPC registration on completion.

The Provider will encourage all its newly qualified educational psychologists to register with the HCPC before being able to practice within the UK.

Awarding Body

The awarding body will be the training provider, complying with the requirements of the HCPC (or equivalent) and not the Department or its executive agencies/bodies.

Quality assurance

The Provider will deliver high quality training supervision and support to trainees according to HCPC or equivalent requirements.

The Provider will have robust quality assurance policies and processes in place to ensure that all the requirement of the contract and the programme are delivered to HCPC standards.

5. Source and delivery of high quality Programme practice placements

Securing high quality practice placements

As part of the Programme trainees must undertake practice placements where they work alongside experienced educational psychologists to gain a wide range of experience. In year one these are short practice placements, in years 2 and 3 placements are sponsored by employers who provide a practice placement and agree to pay the trainee a salary or a bursary.

The Provider is responsible for securing suitable practice placements in England, for the start of each academic year. These should be provided in partnership with employers for the duration of the course.

The majority of employers are primarily local authorities but recent changes to the way educational psychology services are delivered means that employers could also come from the private, voluntary and other public sectors such as the NHS or from clusters of schools such as multi academy trusts.

Delivery of practice placements

The Provider is responsible for ensuring the quality of practice placements in accordance with HCPC (or equivalent) requirement and the Practice Placement Partnership Framework

(<http://www.napep.org/Final%20version%20of%20the%20PPPF.pdf>)

The Provider is expected to coordinate the allocation of practice placements in a fair and transparent process.

The Provider will be responsible for the distribution of the trainee bursaries for the duration of the Programme.

6. Timescales

The Provider will meet delivery timescales from September 2015, and will be responsible for:

- Start recruiting trainees who meet the criteria in Section 5 in the Autumn 2015 in line with the AEP Schedule;

Schedule 2**Terms and Conditions****CONTENTS****CLAUSE**

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1. INTERPRETATION

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

"Area"	the geographical area within England in respect of which the Provider is appointed to provide the Services, as set out in Schedule 1
"Associated Company"	any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. "Holding company" and "subsidiary" will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006
"AEP"	Association of Educational Psychologists
"Board"	the board to be established by the NCTL in accordance with Schedule 6 to manage the relationship between the NCTL and the Provider under this Contract
"Board Member"	A person appointed to the Board by either of the parties hereto in accordance with Schedule 6
"Bursary"	Tax free sums paid to first year participants successfully enrolled on the course administered by the Provider in accordance with Schedule 3
"Business Days"	Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England
"Change"	as defined in the Change Control Procedure
"Change Control Procedure"	the change control procedure specified in Schedule 6 for making changes to this Contract
"Change Estimate"	as defined in the Change Control Procedure
"Change Response"	as defined in the Change Control Procedure
"Charges"	the fees subject to clause 3 payable to the Provider for the provision of any Services (the fees, if any, payable for those Services being described in, and/or calculated in accordance with, Schedule 3 and/or the relevant Scoping Plan (as applicable))
"Clawback"	money that has been given out but needs to be returned due to special circumstances, which are mentioned in the trainee contract
"Commercially Sensitive Information"	the information listed in Schedule 12
"Confidential Information"	(a) which is provided by the Provider to NCTL in confidence for the period set out in Schedule 12 ; and/or

"Dispute"	any dispute or difference between the Parties in respect of or arising out of this Contract
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992
"DPA"	the Data Protection Act 1998
"Effective Date"	14 September 2015
"EIR"	the Environmental Information Regulations 2004 (SI2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
"Employment Liabilities"	<p>all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, United Kingdom or any other relevant authority relating to or connected with:</p> <p>(1) the employment and dismissal of employees (including their health and safety at work); and</p> <p>(2) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work)</p> <p>and all wages, holiday pay and employment benefit costs due in respect of (1) or (2) above, including for the avoidance of doubt claims for protective awards</p>
"EPFT"	Educational Psychology Funded Training
"Exit Plan"	as detailed in clause 39.2

	sue for passing off
"IP Materials"	any materials used or developed for the purposes of this Contract including any programme materials, guidance, papers and research data, results, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs
"IT Security Health Check"	means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system
"ITEP"	Initial Training for Educational Psychologists
"Key Performance Indicators"	the key performance indicators in relation to the Services that the Provider is obliged to comply with, as set out in Schedule 4
"Key Personnel"	any of the Provider Personnel identified as such in Schedule 8 or otherwise identified as such by NCTL pursuant to clause 15.11
"Key Sub-Provider"	Any Sub-Provider identified as such in Schedule 8 or otherwise identified as such by NCTL pursuant to clause 15
"NCTL Data"	as defined in Schedule 10
"NCTL Notice of Change"	as defined in the Change Control Procedure
"NCTL Project Manager"	the project manager appointed by the Provider from time to time in accordance with Schedule 6 for the day to day management of the Project
"NCTL Security Standards"	NCTL's specification for Security that the Provider is required to deliver as set out in Schedule 10
"NCTL IP Materials"	as defined in clause 8.15
"NCTL Trade Marks"	proprietary trade mark rights of NCTL including, but not limited to, those notified to the Provider by NCTL from time to time
"NCTL Premises"	any premises owned by, leased or hired to or otherwise controlled by NCTL, or which NCTL nominates as such by notice in writing to the Provider
"Occasion of Tax Non-Compliance"	<p>(a) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>ii. a relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax</p>

- ii. under legislation or common law concerning fraudulent acts; or
- iii. the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

"Project"	the performance by the Parties of their respective obligations under this Contract
"Project/Contract Manager"	the NCTL Project Manager or the Provider Project Manager responsible for managing the Contract
"Provider Notice of Change"	as defined in the Change Control Procedure
"Provider Personnel"	the Provider's employees, agents, consultants Sub-Providers and providers and/or those of any of the Provider's Sub-Providers and Providers
"Provider Project/Contract Manager"	the project manager appointed by the Provider from time to time in accordance with Schedule 6 (Governance, Reporting and Change Control) for the day to day management of the Project
"Provider's Software System"	the Provider's software used in the provision of the Services
"Provider's Solution"	the Provider's proposal submitted in response to NCTL's invitation to tender, attached at Schedule 13
"Quality Standards"	the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Provider would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Requirement
"Quarter"	a 3 month period, the first of which shall commence on the Effective Date
"Recipients"	individuals, schools and other persons requesting directly from the Provider the provision of training by the Provider or any Consortium Member or the enrolment on a course or programme being run by the Provider or any Consortium Member where the training, course or programme is or forms part of the Programmes

"Service Credits"	the service credits specified in Schedule 4 which shall be payable to NCTL by the Provider if the Service Levels are not met in respect of Services
"Service Level"	the levels of service defined in Schedule 4
"Sub-Provider"	a third party directly or indirectly contracted by the Provider (irrespective of whether such person is an Associated Company) whose services are used by the Provider (either directly or indirectly) in connection with the provision of the Services, and "sub-contract" shall be construed accordingly
"Year of this Contract"	the period from the Effective Date to 12 months following the Services Commencement Date and each successive period of 12 months during the continuance of this Contract (or such shorter period as is the period from the end of the penultimate Year of this Contract, or the Effective Date, (as applicable) to the date of its expiry or termination)

1.2 The following notes of construction and interpretation apply to this Contract:

- 1.2.1 references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Contract which are in force prior to the date of this Contract;
- 1.2.2 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.2.3 the words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context;
- 1.2.4 the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require;
- 1.2.5 any reference in this Contract to a clause, Schedule or appendix is a reference to a clause, Schedule or appendix of this Contract and references in any Schedule or appendix to clauses relate to the clauses in that Schedule or appendix;
- 1.2.6 the clause headings are included for convenience only and shall not affect the interpretation of this Contract; and
- 1.2.7 the Schedules, appendices and recitals form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the Schedules, appendices and recitals.

2 THE SERVICES

Programme delivery

- 2.1 The Provider shall provide the Services in accordance with the Requirement and undertake and be responsible for all obligations of the Provider in respect of the Services identified in the Requirement, provided that the Provider shall not in any way be responsible or liable under this Contract for a failure to deliver the Services in accordance with its obligations under this Contract in so far as such failure arises as a result of a failure of NCTL to comply with its obligations under this Contract.
- 2.2 The Provider shall be responsible for the provision of the Programmes in the Area. The NCTL reserves the right at all times to appoint other providers for the Programmes in the Area.

- 2.7 All equipment and other property brought onto NCTL Premises shall be at the Provider's own risk and the NCTL shall have no liability for any loss of or damage to any such equipment and property unless the Provider is able to demonstrate that such loss or damage was caused by the negligence of the NCTL.
- 2.8 Any land or NCTL Premises made available from time to time to the Provider by the NCTL in connection with this Contract shall be made available to the Provider on a non-exclusive licence basis free of charge and shall be used by the Provider solely for the purpose of performing its obligations under this Contract. The Provider shall have the use of such land or NCTL Premises as licensee and shall vacate the same on completion, termination or abandonment of this Contract or the task in respect of which such land or NCTL Premises was made available. The Parties agree that there is no intention on the part of the NCTL to create a tenancy of any nature whatsoever in favour of the Provider or any of the Provider Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, the NCTL retains the right at any time to use any NCTL Premises in any manner it sees fit.

Step-in Rights

- 2.9 The Parties shall comply with the provisions of **Schedule 9** in relation to Step-in.

3 CHARGES

- 3.1 Except where otherwise expressly stated in this Contract, and except for the payment of the Bursary the only charges to be paid by the NCTL for the performance by the Provider of its obligations under this Contract shall be the Charges, which shall be inclusive of all costs and expenses incurred by the Provider in the performance of such obligations.
- 3.2 In consideration for the provision of the Services the NCTL shall pay the Charges in accordance with the **Schedule 3** subject to receipt of correct invoices being issued by the Provider.
- 3.3 The Provider shall not be entitled to increase the Charges or the Bursary or any rates identified in **Schedule 3** during the Initial Term and until the end date of any Extended Period or such earlier date of termination or partial termination of the Contract in accordance with the Law of the Contract.
- 3.4 The NCTL shall not be responsible for paying the Provider for the delivery of the Programmes other than payment of the Charges and the Bursary as specified in this **clause 3** and **Schedule 3**.
- 3.5 The Provider shall be entitled to claim from the Recipient the Recipient Charges for services provided to the Recipient under the Contract. The Provider shall not claim any other costs or expenditure from the Recipient other than the costs and expenditure set out in the Contract. The Provider is solely responsible for collecting the Recipient Charges and the NCTL shall not be responsible for reimbursing the Provider for any loss suffered as a result of any non-payment of the Recipient Charges. The Charges are inclusive of all taxes, duties and levies, costs and expenses of whatever nature the Provider incurs in providing the Services and performing all other obligations of the Provider, under this Contract (unless expressly stated otherwise in this Contract). The Provider shall identify all applicable taxes, duties and levies separately on invoices.
- 3.6 Payment of the Charges by the NCTL shall be without prejudice to any rights the NCTL may have by reason of any Services, or any part thereof, failing to comply with any provision of this Contract and any breach by the Provider of this Contract shall not be deemed to be accepted or waived by the NCTL by reason of such payment.
- 3.7 The NCTL reserves the right to deduct from or offset against any monies due or becoming due to the Provider under this Contract (including the Charges) any monies due from the Provider under this Contract or otherwise under any other agreement or account whatsoever.
- 3.8 If any sum properly due and payable under this Contract is not paid when due then the Party entitled to receive such sum shall be entitled to charge interest on that sum from the due date until payment is made in full, both before and after any judgment, subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank plc. The Parties agree that this **clause 3.8** is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998. The Provider shall not, in the event of late payment or for any other reason (except to the

collaboration between the Parties.

6 ADDITIONAL PROVIDER OBLIGATIONS

In particular and in furtherance of the purposes of this Contract the Provider shall:

- 6.1 keep the NCTL up to date with all progress in relation to the Services on a monthly basis and in such detail and format as is reasonably required by the NCTL;
- 6.2 attend meetings at the NCTL's Premises to discuss the Services and events held by the NCTL from time to time, as and when reasonably requested by the NCTL;
- 6.3 provide the NCTL with such baseline data and information as may be requested by the NCTL in order for the NCTL to monitor and analyse the provision of the Services including conducting comparative reviews against other service providers;
- 6.4 comply with the reporting and governance requirements set out in **Schedule 6** (Governance, Reporting and Change Control); and
- 6.5 undertake any other activities reasonably required by the NCTL in connection with the Services.

7 NCTL'S OBLIGATIONS

7.1 In particular and in furtherance of the purposes of this Contract the NCTL shall:

- 7.1.1 comply with its responsibilities set out in **Schedule 7**;
- 7.1.2 exchange with the Provider research findings, publications, academic teaching resources and other written materials in its possession which relate specifically to the Services;
- 7.1.3 provide a Project Manager who will be the point of contact between the NCTL and the Provider during the term of this Contract; and
- 7.1.4 work with the Provider in a "spirit of collaboration" in furtherance of the objectives of this Contract.

8 INTELLECTUAL PROPERTY

8.1 All Intellectual Property Rights in IP Materials:

- 8.1.1 furnished to or made available to the Provider by or on behalf of the NCTL (the "**NCTL IP Materials**") shall remain the property of the NCTL; and
 - 8.1.2 prepared by or for the Provider on behalf of the NCTL in connection with the Contract the "Service Specific IP Materials" and, together with the NCTL IP Materials, the "**Programme IP Materials**"), shall belong to the NCTL.
- 8.2 Without prejudice to **clause 8.17**, the Provider shall not, and shall ensure that the Provider Personnel shall not, (except when necessary for the performance of this Contract) without prior written approval of the NCTL, use or disclose the Programme IP Materials or any Intellectual Property Rights in the Programme IP Materials for any purpose.
- 8.3 The Provider hereby assigns to the NCTL or undertakes to procure the assignment to the NCTL of all Intellectual Property Rights which may subsist in the Service Specific IP Materials. This assignment shall be given with full title guarantee, shall take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by or on behalf of the Provider and shall include, without limitation, an assignment to the NCTL of all rights arising in the United Kingdom and throughout the world for the whole term of protection together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Provider shall execute all documentation and do all other acts requested by the NCTL and necessary to execute and perfect this assignment and to otherwise evidence the NCTL's ownership of such rights.

demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Provider shall not, however, be required to indemnify the NCTL in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action to the extent relating to the matters in **clause 8.8.1** and **8.8.2**.

- 8.12 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with this Contract or in the reasonable opinion of the Provider is likely to be made, the Provider shall notify the NCTL and, at its own expense and subject to the consent of the NCTL (not to be unreasonably withheld or delayed), use its best endeavours to:
- 8.12.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of this clause 8 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or
 - 8.12.2 procure a licence to use and supply the Service Specific IP Materials, other relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to the NCTL, and in the event that the Provider is unable to comply with **clauses 8.12.1** and **8.12.2** within 20 Business Days of receipt of the Provider's notification the NCTL may terminate this Contract with immediate effect by notice in writing.
- 8.13 The Provider grants to the NCTL a royalty-free, perpetual, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Provider owned or developed prior to the Effective Date or otherwise not in connection with this Contract (the "Provider IP") and which the NCTL reasonably requires in order to exercise its rights and take the benefit of this Contract including the Services provided and the use and further development of the IP Materials.
- 8.14 Save as granted in this Contract, the NCTL will not acquire any right, title or interest in the Provider IP.
- 8.15 The NCTL agrees to comply with the reasonable instructions of the Provider in respect of the way in which it uses the IP Materials licensed under **clause 8.13**.
- 8.16 the event that the Provider is not able to grant to the NCTL a licence to use any Provider IP for any reason, including due to any Intellectual Property Rights that a third party may have in such Provider IP, the Provider shall use its reasonable efforts to:
- 8.16.1 procure that the third party owner of any Intellectual Property Rights that are or that may be used to perform this Contract grants to the NCTL a licence on the terms set out in clause 8.5 above; or
 - 8.16.2 if the Provider is itself a licensee of those rights and is able to do so under the terms of its licence, grant to the NCTL a sub-licence on the terms set out in **clause 8.5**.
- 8.17 The Provider shall not knowingly do or permit to be done, nor omit to do in connection with its use of Intellectual Property Rights which are or are to become owned by the NCTL (the "NCTL IP") any act or thing which:
- 8.17.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant Trade Mark Registry; or
 - 8.17.2 would or might prejudice the right or title of the NCTL to any of the NCTL IP.
- 8.18 The Provider shall comply with the NCTL's branding guidelines, and shall not use any other branding, including its own, other than as set out in the NCTL's branding guidelines or as otherwise agreed with the NCTL.
- 8.19 When using NCTL trade marks the Provider shall observe all reasonable directions given by the NCTL from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Provider may not:
- 8.19.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any NCTL trade mark, or unfairly competes with any NCTL trade

Companies House or has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person;

12.3.3 being an individual, partnership or firm has entered into any composition or arrangement with its creditors, has a bankruptcy order made against it, has been made subject to an application for an interim order under section 253 Insolvency Act 1986 or an order under section 273 Insolvency Act 1986, has a petition presented for an Administration Order under Part III Insolvent Partnerships Order 1994 ("the Order"), has a petition presented for winding up as an unregistered company under Part IV or V of the Order, has an interim receiver of its property appointed under section 286 Insolvency Act 1986, is unable to pay its debts within the meaning of sections 267 and 268 Insolvency Act 1986, has a receiver or manager appointed over any of its assets, has a receiver appointed under the Mental Health Act 1983, dies or by reason of any illness (including mental disorder or infirmity), accident or injury or any other cause whatsoever becomes unable for a consecutive period of 3 months or for an aggregate period of 5 months in any one consecutive period of 12 months to comply with its obligations under this Contract; or

12.3.4 has any distraint, execution or other process levied or enforced on any of its material property.

12.4 The NCTL may terminate this Contract (or any part of it) immediately by written notice to the Provider if:

12.4.1 the Provider has a change in control (as defined in sections 416 and 840 of the Income and Corporation Taxes Act 1988); or

12.4.2 the Provider being an individual, is subject to a term of imprisonment whether or not suspended.

12.5 The NCTL may terminate this Contract (or any part of it) at any time without any liability to the Provider, save that detailed in **clause 12.6**, by serving 3 months' written notice on the Provider where any funding from governmental or other sources for the provision of the Services, or for a programme or a project to which the provision of the Services relates (including the Programme), or HCPC approval for the training, is withdrawn, reallocated or no longer available in such a way that the Programme cannot reasonably continue. The NCTL may also terminate this Contract (or any part of it) at any time by giving at least 3 months' prior written notice to the Provider.

12.6 If NCTL terminates under **clause 12.5** then it shall pay to the Provider by way of compensation for all relevant identified loss, reasonable costs and expenses incurred by the Provider as a consequence of such termination:

12.6.1 such part of the Charges that are then properly due and payable to the Provider pursuant to **clause 3** and **Schedule 3**; and

12.6.2 any disengagement and other costs reasonably and unavoidably incurred by the Provider as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Provider shall use all reasonable endeavours to mitigate the amount of such costs and has provided (promptly upon request by the NCTL) such evidence of the reasonableness and unavoidability of such costs and the Provider's mitigation of the same as the NCTL shall reasonably request.

12.7 Termination or expiry of this Contract shall not prejudice any right or action of a Party accruing under or in connection with this Contract prior to termination. Those provisions of this Contract which expressly or impliedly have effect after termination (including **clauses 8, 10, 11, 13, 24, 25, 33** and **34, 35, and 40** will continue to be enforceable notwithstanding termination of this Contract.

12.8 Following termination or expiry of this Contract the NCTL shall not be bound by any provisions of this Contract to make further payments to the Provider other than in respect of amounts properly due to the Provider for Services performed prior to the date of termination or in accordance with **clause 12.6**.

12.9 If the NCTL terminates this Contract pursuant to **clause 12.3** or **12.4** the Provider shall indemnify the NCTL in full in respect of all liabilities loss or damage and reasonable costs and expenses incurred or suffered by the NCTL in connection with or resulting from such termination.

12.10 Upon termination or expiry of this Contract for any reason the following provisions shall apply:

12.10.1 the Parties shall comply with the provisions of **Schedule 9** and **clauses 38 and 39** in relation to exit assistance;

12.10.2 for the avoidance of any doubt the licences granted by the Provider pursuant to **clause 8** shall continue in full force and effect;

12.10.3 the Provider will promptly supply to the NCTL all work-in-progress, documentation, records,

13.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Provider shall indemnify and keep indemnified the NCTL and the Crown (both for themselves and any Replacement Contractor) against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the NCTL or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:

- (a) the provision of TUPE Information;
- (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Initial Term or any Extended Period where applicable;
- (c) any failure by the Provider or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
- (d) any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Provider or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Provider to the NCTL and/or a Replacement Contractor whose name is not included in the list of Returning Employees.

13.6 If the Provider becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the NCTL and provide the NCTL with up to date TUPE Information.

13.7 This **clause 13** applies during the Initial Term and indefinitely thereafter.

13.8 The Provider undertakes to the NCTL that, during the 12 Months prior to the end of the Initial Term or any Extended Period where applicable the Provider shall not (and shall procure that any Sub-Contractor shall not) without written Approval of NCTL (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Provider and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

14 CHANGE CONTROL

14.1 Either Party may at any time request in writing that any provision of this Contract be varied in accordance with the Change Control Procedure. No amendment to the provisions of the Contract shall be effective unless made in accordance with the Change Control Procedure.

15 PERSONNEL AND SUB-PROVIDERS

15.1 The NCTL may refuse admission to the NCTL Premises and/or direct the Provider to end the involvement in the provision of the Services of any of the Provider Personnel whom the NCTL believes represent a security risk. The decision of the NCTL shall be final and it shall not be obliged to provide any reasons.

15.13 Except in respect of any transfer of staff under TUPE, for the duration of this Contract and for a period of 12 months thereafter neither the NCTL nor the Provider shall employ or offer employment to, or contract or offer to contract with, any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

16 TAX and VAT INDEMNITY

16.1 Where the Provider is liable to be taxed in the UK in respect of consideration received under this Contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") and all other statutes and regulations relating to income tax in respect of that consideration

16.2 The Provider will at all times comply with HMRC rules and regulations. The Provider will be liable for paying to HMRC any identified VAT liabilities, including those which may fall due, subject to the Contract.

16.3 Where the Provider is liable to National Insurance Contributions ("NIC") in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 ("SSCBA") and all other statutes and regulations relating to NIC in respect of that consideration.

16.4 The NCTL may, at any time during the term of this Contract, ask the Provider to provide information which demonstrates how the Provider complies with **clauses 16.1, 16.2 and 16.3** or why they do not apply to it.

16.5 A request under this **clause 16.5** may specify the information which the Provider must provide and the period within which that information must be provided.

16.6 The NCTL may terminate this Contract if:

- (a) in the case of a request mentioned in **clause 16.5** if the Provider:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Provider complies with **clauses 16.1, 16.2 and 16.3** or why they do not apply to it;
- (b) in the case of a request mentioned in **clause 16.5**, the Provider fails to provide the specified information within the specified period, or
- (c) it receives information which demonstrates that, at any time when **clauses 16.1, 16.2 and 16.3** apply, the Provider is not complying with those clauses.

16.7 The NCTL may supply any information which it receives under **clause 16.5** to HMRC for the purpose of the collection and management of revenue for which they are responsible.

16.8 The Provider warrants and represents to the NCTL that it is an independent provider and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Provider to its officers or employees in connection with this Contract.

16.9 The Provider will account to the appropriate authorities for any applicable income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Provider under this Contract or in relation to any payments made by the Provider to its officers or employees in connection with this Contract.

16.10 The Provider shall indemnify NCTL against any liability, assessment or claim made by the HMRC or any other relevant authority arising out of the performance by the Provider of its obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by NCTL in connection with any such assessment or claim.

16.11 The Provider authorises the NCTL to provide the HMRC and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not NCTL is obliged as a matter of law to comply with such request.

- 18.6 The Provider shall ensure that each sub-contract related to this Contract (including those with Consortium Members) shall, unless the NCTL notifies the Provider in writing that the same is not required in respect of a proposed sub-contract, include:
- 18.6.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the NCTL to enforce the terms of that sub-contract as if it were the Provider;
 - 18.6.2 a provision enabling the Provider to assign, novate or otherwise transfer any of its rights and/or obligations under that sub-contract to the NCTL;
 - 18.6.3 a provision requiring the Sub-Provider to comply with the provisions of **Schedule 10**;
 - 18.6.4 a provision restricting the ability of the Sub-Provider to further sub-contract elements of the service provided to the Provider without first seeking the consent of the NCTL; and
 - 18.6.5 without prejudice to any of the foregoing, equivalent restrictions and obligations in respect of any part of the Services to be delivered by the Sub-Provider as those placed on the Provider under this Contract in respect of such part of the Services.
- 18.7 In respect of Consortium Members, in addition to the requirements of **clause 18.6**, the Provider shall also procure that each such Consortium Member enters into a Deed of Adherence and the Provider shall deliver a properly executed original of the same to the NCTL prior to such a Consortium Member providing any Services.
- 18.8 Where the NCTL has consented to any sub-contracting, copies of each sub-contract shall, at the request of the NCTL, be sent by the Provider to the NCTL as soon as reasonably practicable.
- 18.9 The Provider shall not terminate or materially amend the terms of any sub-contract related to this Contract without the NCTL's prior written consent, which shall not be unreasonably withheld or delayed.
- 18.10 The NCTL may require the Provider to terminate a sub-contract related to this Contract where the acts or omissions of the relevant Sub-Provider have given rise to the NCTL's right of termination pursuant to **clause 12.2.1** unless the Sub-Provider can remedy the breach to the NCTL's satisfaction within 21 days of receipt by the Provider of written notice from the NCTL requiring the sub-contract to be terminated.
- 18.11 Despite the Provider's right to sub-contract pursuant to this **clause 18**, the Provider shall remain responsible for all acts and omissions of its Sub-Providers and the acts and omissions of those employed or engaged by the Sub-Providers as if they were its own. An obligation in this Contract on the Provider to do, or to refrain from doing, any act or thing shall be deemed to include an obligation upon the Provider to procure that the Provider Personnel also do, or refrain from doing, such act or thing.

19 ENTIRE AGREEMENT

- 19.1 This Contract, its Schedules and appendices contain all the terms which the Parties have agreed in relation to the subject matter of this Contract and supersedes any prior written or oral agreements, representations or understandings between the Parties in relation to such subject matter.
- 19.2 Nothing in this **clause 19** shall however exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

20 DISPUTE RESOLUTION

- 20.1 Any Dispute shall be dealt with in accordance with this **clause 20**.
- 20.2 In the first instance, a representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.
- 20.3 If a Dispute cannot be resolved by negotiation as referred to in **clause 20.2** within 30 days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution, the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs of the reference.

this Contract will not infringe or conflict with the rights of any third party.

- 25.2 The Provider will correct or remedy any breaches of the warranties set out in **clause 25.1** that are correctable or remediable as soon as reasonably practicable following receipt of notice in writing from the NCTL identifying the breach in question.

26 LIABILITY

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

- 26.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
- 26.1.2 for personal injury or death resulting from the its negligence;
- 26.1.3 under section 2(3) Consumer Protection Act 1987;
- 26.1.4 for its own fraud; or
- 26.1.5 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability;

- 26.2 The Provider does not exclude or limit its liability (if any) pursuant to any indemnities given by it pursuant to **clauses 8 and 16**.

- 26.3 Subject to **clauses 26.1, 26.2 and 26.5**, neither Party shall have any liability to the other under or in connection with this Contract, whether in contract, tort (including negligence) or otherwise:

- 26.3.1 for any losses of an indirect or consequential nature;
- 26.3.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or
- 26.3.3 to the extent that it is prevented from meeting any obligation under this Contract as a result of any breach or other default by the other Party.

- 26.4 Subject to **clauses 26.1 and 26.2**, the maximum liability of either Party to the other under this Contract, whether in contract, tort (including negligence) or otherwise:

- 26.4.1 in respect of damage to property is limited to £5,000,000 in respect of any one incident or series of connected incidents; and
- 26.4.2 in respect of any claim not covered by **clause 26.4.1**, is limited in each calendar year in aggregate to 150% of the sum of the Charges payable by the NCTL and the Recipients' Charges received by the Provider in that Year of this Contract.

- 26.5 Notwithstanding the provisions of **clause 26.3**, the Provider shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure.

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

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

- 26.8 The Provider shall effect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum and range of cover as the NCTL deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as the NCTL deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Provider under this Contract. Such insurances shall be maintained for the duration of this Contract and for a minimum of 6 years following the expiration or earlier termination of this Contract. The Provider shall supply to the NCTL on demand copies of the insurance policies maintained under this clause. The provisions of any insurance or the amount of cover shall not relieve the Provider of any liabilities under this Contract. It shall

32 CONFLICTS OF INTEREST

32.1 The Provider shall:

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

take appropriate steps to ensure that neither the Provider nor any of the Provider Personnel is placed in a position where, in the reasonable opinion of the NCTL, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider or any of the Provider Personnel and the duties owed to the NCTL under the provisions of this Contract in either case, referred to in this **clause 32** as a "Conflict of Interest". If the Provider becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this **clause 32** the Provider shall forthwith provide full particulars to thereof to the NCTL.

- 32.2** In performing its duties under this Contract, the Provider shall conduct its business, operations and activities in a politically neutral fashion.

- 32.3** Without prejudice to the foregoing provisions of this **clause 32**, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Provider will take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of the NCTL (acting reasonably). If the NCTL is not reasonably satisfied with the outcome of the Provider having taken such action as aforesaid (the Provider having given the NCTL a comprehensive and detailed written statement of the action it had taken), the Provider will on request by the NCTL forthwith bring to an end any relationship it may have with any third party, where that relationship has given rise to the conflict of interest (or potential conflict of interest).

- 32.4** Without prejudice to any other right or remedy it may have, the NCTL reserves the right to terminate this Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the NCTL, there is any continuing breach by the Provider of the provisions of this **clause 32**.

33 PREVENTION OF CORRUPTION

- 33.1** The Provider represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Effective Date:

- 33.1.1** committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

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

- 33.2** The Provider shall not during the Initial Term and any Extended Period:

- 33.2.1** commit a Prohibited Act; and/or

- 33.2.2** do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

- 33.3** The Provider shall, during the Initial Term and any Extended Period:

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

- 33.3.2** keep appropriate records of its compliance with its obligations under **clause 33.3.1** and make such records available to the NCTL on request

- 35.5.3 such information was obtained from a third party without obligation of confidentiality;
 - 35.5.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 35.5.5 it is independently developed without access to the other Party's Confidential Information.
- 35.6 Nothing in **clause 35** shall prevent the NCTL disclosing any Confidential Information obtained from the Provider:
- 35.6.1 for the purpose of the examination and certification of the NCTL's accounts;
 - 35.6.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the NCTL has used its resources;
 - 35.6.3 to any Crown Body or any Contracting Authority and the Provider hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;
 - 35.6.4 to any consultant, contractor or other person engaged by the Authority
provided that in disclosing information under **clauses 35.8 (c) and (d)** the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 35.7 Nothing in **clauses 35.1 to 35.6** shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- 35.8 The NCTL shall use reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the NCTL's Confidential Information is disclosed pursuant to **clause 35.6** is made aware of the NCTL's obligations of confidentiality.
- 35.9 If the Provider does not comply with **clauses 35.1 to 35.6** the NCTL may terminate the Contract immediately on notice to the Provider.

36 FREEDOM OF INFORMATION

- 36.1 Each Party acknowledges that the other Party is subject to the requirements of the FOIA and the EIR.
- 36.2 The Parties shall cooperate with each other if either Party receives a Request for Information and within 2 Working Days of receipt shall:
- 36.2.1 give the other Party a copy of all Information in its possession or control in the form that the other Party requires within 5 Working Days (or such other period as the other Party may specify) of the other Party's request;
 - 36.2.2 provide all necessary assistance as reasonably requested by the other Party to enable the other Party to comply with its obligations under the FOIA and EIR; and
 - 36.2.3 not respond to directly to a Request for Information unless authorised to do so in writing by the other Party.
- 36.3 The Party receiving the Request for Information shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

37 TAX COMPLIANCE

- 37.1 If, during the Initial Term or any Extended Period, an Occasion of Tax Non-Compliance occurs, the Provider shall:
- 37.1.1 notify the NCTL in writing of such fact within 5 Business Days of its occurrence; and

with the NCTL and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

- 39.2 The Provider will, within 3 months of the Effective Date, deliver to the NCTL, the NCTL Plan which sets out the Provider's proposed methodology for achieving an orderly transition of Services from the Provider to the NCTL and/or its replacement provider on the expiry or termination of this Contract ("**Exit Plan**"). Within 30 days after the submission of the Exit Plan, the Parties will use their respective reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan then such dispute shall be resolved in accordance with the dispute resolution procedure at **clause 20**.
- 39.3 The Provider will review and (if appropriate) update the Exit Plan in the first month of each year of this Contract (commencing with the second year of this Contract) to reflect changes to the Services. Following such update the Provider will submit the revised Exit Plan to the NCTL for review. Within 30 days of submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the parties are unable to agree the contents of the revised Exit Plan within the 30 day period, such dispute shall be resolved in accordance with the dispute resolution procedure in **clause 20**.
- 39.4 The following commercial approach shall apply to the transfer of the Services if the Provider:
- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Charges; or
 - (b) reasonably incurs additional costs, the Parties shall agree a Variation to the Charges based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Charges.
- 39.5 When requested to do so by the Authority, the Provider shall deliver to the NCTL details of all licences for software used in the provision of the Services including the software licence agreements.
- 39.6 Within one Month of receiving the software licence information described above, the NCTL shall notify the Provider of the licences it wishes to be transferred, and the Provider shall provide for the approval of the NCTL a plan for licence transfer.
- 39.7 The Provider shall co-operate fully with the NCTL in order to enable an efficient and detailed knowledge transfer from the Provider to the NCTL on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Provider shall provide the NCTL free of charge with full access to Provider Personnel, and in addition, copies of all documents, reports, summaries and any other information requested by the NCTL. The Provider shall comply with the NCTL's request for information no later than 15 Business Days from the date that that request was made.

40 GOVERNING LAW AND JURISDICTION

- 40.1 This Contract and any non-contractual obligations arising out of or connection with it will be governed by and construed in accordance with English Law.
- 40.2 The courts of England shall have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Contract and the Parties agree to submit to that jurisdiction.
- 40.3 If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Contract and the remainder of the affected provisions shall continue to be valid.

- 7 Invoices shall be prepared by the Provider on the invoice dates specified in the Table in arrears and shall be detailed against the expenditure headings set out in the Table. The Provider or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Provider on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the NCTL within the terms of another contract.
- 8 Invoices shall be sent, within 30 days of the end of the relevant invoicing date to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool.FY5 3TA., quoting the Contract reference number. The NCTL undertakes to pay correctly submitted invoices within 10 days of receipt. The NCTL is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the NCTL. Any correctly submitted invoices that are not paid within 30 days are subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank. The Parties agree that this paragraph 8 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of services supplied or delivered to the required quality (or which are expected to be at the required quality); includes the date, supplier name, contact details and bank details; includes information as set out in point 6.1 and has been delivered to the nominated address. If any problems arise, contact the NCTL's Contract Manager. The NCTL aims to reply to complaints within 10 business days. (See Point 14 below) The NCTL shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 8.1 Invoices shall clearly identify the Contract number for which they are being submitted and the Provider shall provide information with each invoice to enable the NCTL to assess the accuracy of the invoice. Such information shall include as a minimum:
 - Invoice date
 - Contract Number and CD reference number
 - PO Number
 - Invoice number
 - The Charging Period covered
 - A detailed breakdown of the appropriate Charges, including deliverables or milestones achieved, days and times worked
 - Details of any service credits
 - Sums due, and,
 - VAT due.
- 9 The Provider shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the NCTL's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the NCTL shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the NCTL's reasonable opinion after consultation with the Provider, would reasonably have been required for that purpose.
- 10 If this Contract is terminated by the NCTL due to the Provider's insolvency or default at any time before completion of the Service, the NCTL shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Provider before the date of termination.
- 11 On completion of the Service or on termination of this Contract, the Provider shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service
- 12 The NCTL shall not be obliged to pay the final invoice until the Provider has carried out all the elements of the Service specified as in **Schedule 1**.
- 13 It shall be the responsibility of the Provider to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the NCTL all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the NCTL shall have no further liability to make reimbursement of any kind.

Schedule 4

Key Performance Indicators, Service Levels and Service Credits

PRINCIPAL POINTS

- 1 The objectives of the Service Levels are to:
 - i) ensure that the Services are of a consistently high quality and meet the requirements of the NCTL;
 - ii) provide a mechanism whereby the NCTL can attain meaningful recognition of inconvenience and/or loss resulting from the Provider's failure to deliver the level of Service for which it has contracted to deliver; and
 - iii) incentivise the Provider to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

SERVICE LEVELS

- 2 Part 1 of this Schedule shall set out the Key Performance Indicators, Service Levels applicable to the provision of the Services and the performance of which the Provider has agreed to measure.
- 3 The Provider shall monitor its performance against each of the Service Levels in this **Schedule 4** and shall send the NCTL a report detailing the level of service which was achieved in accordance with the provisions of this **Schedule 4**.
- 4 If the level of performance of the Provider against the Service Levels in respect of the Services during a Service Period:
 - i) achieves the Service Level in respect of each element of the Service, no Service Credits will accrue to the Provider in respect of that element of the Service;
 - ii) is below the Service Level in respect of each element of the Service, the appropriate number of Service Points will accrue to the Provider in respect of that element of the Service; or
 - iii) constitutes a critical service failure by failing to meet four or more of the required Service Levels in any consecutive 3 month period, the NCTL may terminate this Contract pursuant to **clause 12.2.1** and/or seek damages in addition to any Service Credits which have already been accrued by the Provider and are payable by the Provider to the NCTL.

SERVICE CREDITS

- 5 Accrual of Service Credits shall entitle the NCTL to a reduction of the amounts payable in respect of the Services and do not include VAT. The Provider shall set-off the value of any Service Credits against the appropriate invoice in accordance with the provisions of **Schedule 3**. The mechanism for recovery of any Service Credits will be developed and agreed with the Provider within the first 3 months of the Contract in alignment to Table 4.1 below.

NATURE OF SERVICE CREDITS

- 6 The Provider confirms it has modelled the Service Credits and has taken them into account in setting the Charges and the Parties agree that the Service Credits are a reasonable method of adjustment to reflect poor performance

Part 1 – Key Performance Indicators, Service Levels and Service Credits

The Provider will collect and provide data to the NCTL including but not limited to the following:

- All instances of the following; long term trainee absences, performance issues and other significant issues which may affect the trainee's ability to complete training.
- A breakdown of trainee practice placements in years two and three.
- Date of completion of award for each final year trainee and post-award employment.
- latest graduation statistics and placement data.

Table 4.2 Service Level Agreements

SLA	Measure	Compliance
Reporting Meetings and	Monthly reporting: Provider will submit a monthly programme report by the third Business Day of the month including any exception events.	100% - NCTL monitoring
	Provider meetings – monthly	
	Development and operations meetings – as required	
Administration/Communication	Provider will offer a responsive and supportive service to participants and their facilitators. The Provider's administrators shall respond to 100% of participant queries and correspondence, within 3 Business Days of receipt.	
Finance	Provider will ensure that invoices are submitted to NCTL within 14 days of the end of the relevant charging period/completion of the activity	
Commercial Management	Provider to ensure that Change Control documentation is signed by both Parties prior to any additional work being undertaken (NCTL or Provider to ensure paperwork is issued in a timely fashion when change required).	
Complaints	Ensure that all facilitators and administrative staff are aware of and abide by relevant complaints procedures.	
	Provider's main management contact to report all complaints verbally and in writing to NCTL within 3 Business Days.	
Participant records and questionnaires	Provider will ensure that all participant records are maintained and kept up to date throughout the Programme. Records must be updated within 5 Business Days of a request being made or an event taking place (subject to system availability).	
	Provider will support the NCTL to ensure that participants who start the Programme complete the appropriate questionnaires throughout the Programme.	
Programme Delivery	Provider will supply the appropriate equipment to support the delivery of the Programme at the face to face events as defined in the Contract.	100%- Questionnaire records
	Suitability of venue: events take place in venues and facilities which are relevant to the day.	100%-Event questionnaires
	Training shall take place in rooms which are suitable for the size of groups and set up in the style appropriate to the event	
Workshop Events	ICT facilities should be adequate and meet the minimum specification of the course.	
	Refreshments must be provided, and where overnight accommodation is required the facilities must comply with the venue specification.	

7 Evaluation

The Provider must contribute towards NCTL's evaluation of the impact of ITEP. The NCTL has established the following criteria against which evaluation will be conducted, including but not limited to engagement i.e. trainee satisfaction with Programme structure and content

Schedule 6

Governance, Reporting and Change Control

- 1.1 This **Schedule 6** describes the procedures that will be used to manage the relationship between the NCTL and the Provider.

2 ESTABLISHMENT OF THE BOARD

- 2.1 A Board shall be established by the NCTL on which both the Provider and the NCTL shall be represented.
- 2.2 The Provider and the NCTL shall each appoint a Project Manager.
- 2.3 The Project will be managed at the day to day level through the Provider Project Manager and the NCTL Project Manager, in accordance with the Implementation Plan.
- 2.4 The Board will:
- 2.4.1 meet regularly;
 - 2.4.2 provide senior level guidance, leadership and strategy for the Project;
 - 2.4.3 be the point of escalation from the Board/Managers; and
 - 2.4.4 carry out the specific obligations attributed to it in this Contract.
- 2.5 Both Parties will ensure that appropriate resource is made available regularly such that the aims, objectives and specific provisions of this Contract can be fully realised.

3 BOARD STRUCTURE & REPRESENTATION

- 3.1 This Schedule describes, in relation to the Board, the NCTL members of the Board and the Provider members of the Board.
- 3.2 If either Party wishes to replace any Board Member, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each NCTL Board Member has at all times a counterpart Provider Board Member of equivalent seniority and expertise.
- 3.3 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall ensure that:
- 3.3.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - 3.3.2 that he/she is debriefed by such delegate after the Board meeting.
- 3.4 A chairperson shall be appointed by the NCTL. The chairperson shall be responsible for:
- 3.4.1 scheduling Board meetings;
 - 3.4.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - 3.4.3 chairing the Board meetings;
 - 3.4.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - 3.4.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to (the appropriate persons as agreed by both Parties at the time) and to all Board meeting participants within 7 Business Days of the Board meeting; and
 - 3.4.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.5 Board meetings shall be quorate as long as at least 2 representatives from each Party are present.
- 3.6 The Parties shall ensure, as far as reasonably practicable, that the Board shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before it. Each Party shall use its best

of the NCTL provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes on a "no better no worse" basis. The amount of such additional costs shall be agreed between the Parties in writing and depending on the Change may either be a single, one off payment or an adjustment to the Charges.

7.3.4 If the NCTL requires a Change, it must serve a NCTL Notice of Change on the Provider.

7.4 The NCTL Notice of Change shall:

- a) set out the Change required in sufficient detail to enable the Provider to estimate changes to the Charges ("**Change Estimate**") and provide a response (a "**Change Response**"); and
- b) require the Provider to provide to the NCTL a change response within 21 days of receipt of the NCTL Notice of Change.

7.5 As soon as practicable, and in any event within 21 days after having received the NCTL Notice of Change, the Provider shall deliver to the NCTL a Change Response. The Change Response shall include the opinion of the Provider on:

- a) any impact on the provision of the Services;
- b) any impact on the Provider's ability to meet its obligations under this Contract;
- c) any amendment required to this Contract and/or any sub-contract as a result of the Change; and;
- d) the Provider's proposed plan and time schedule for implementation of the Change (the "**Change Implementation Plan**").

7.6 Where there is a Change Estimate is in excess of £5,000 the Provider shall provide details of:

- a) the estimated expenditure, including any capital replacement costs, arising from the Change;
- b) the estimated increase in operating expenditure relating to the provision of the Services, with an analysis showing the costs of Provider Personnel, consumables, sub-contracted and bought-in services, after the Change is implemented;
- c) any interest, expenses or other third party financing costs to be incurred as a result of implementing the Change;
- d) details of any estimated overhead recoveries and long term cost savings that are anticipated after the Change is implemented; and
- e) the profit which the Provider seeks to achieve in the provision of the additional parts of the Services delivered as a result of the Change, including any profit element forming any part of the overhead recoveries disclosed by reason of paragraph (d) above.

7.7 Where the Change Estimate is less than £5,000 the Provider shall identify the agreed required services and relevant expenditure and show clearly how the Change Estimate is achieved.

7.8 As soon as practicable after the NCTL receives the Change Response, the Parties shall discuss and agree the issues set out in the Change Response. In such discussions:

- a) the NCTL may modify the NCTL Notice of Change, in which case the Provider shall, as soon as practicable and in any event within 21 days, after receipt of such modification, notify the NCTL of any consequential changes to the Change Response; and
- b) where the NCTL reasonably request, the Provider shall provide such additional information as the NCTL reasonably request in order to evaluate the Change Response fully.

7.9 At the reasonable request of the NCTL, the Provider shall provide an additional Change Estimate (a "**Further Change Estimate**") to validate the Change Estimate using an alternative estimating approach agreed between the NCTL and the Provider.

7.10 Where there is a 10% or greater variation in the overall cost to the NCTL between the Further Change Estimate and the Change Estimate, the NCTL may request a re-working of the Change Estimate.

7.11 If the Parties cannot agree on the contents of the Change Response then the Dispute will be determined in accordance with **clause 20**.

7.12 As soon as practicable after the contents of the Change Response have been agreed or otherwise determined

the Provider Notice of Change for any reason at any time until the NCTL issues a CCN in respect of the Change proposed in such notice. Within this period, the Parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend this Contract or any relevant sub-contract which are necessary to give effect to the Change.

- 8.6 If the NCTL rejects the Provider Notice of Change, it shall advise the Provider of the criteria set out in paragraph 8.3 upon which its decision for such a rejection is based.
- 8.7 The NCTL may at its absolute discretion reject any request for a Change proposed by the Provider.
- 8.8 Unless specified otherwise in the relevant CCN, there shall be no change to the Charges because of a Change proposed by the Provider.
- 8.9 If the Change proposed by the Provider causes or will cause the Provider's costs or those of a Sub-Provider to decrease in the short-term or long-term, then there shall be a decrease in the Charges such that the Provider agrees to share on an equal basis actual cost savings realised by the Provider as a result of a Change proposed by the Provider.

Revised daily rate (if applicable)	
Impact on original contract (if applicable)	
Supporting Information (please attach all supporting documentation for this Change Control)	
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract [RD1043] shall remain in full force and effect.
Variation Agreed	
For the Provider:	For the NCTL:
Signature.....	Signature.....
Full Name.....	Full Name.....
Title.....	Title.....
Date.....	Date.....

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

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

Schedule 8**Key Personnel and Key Sub Providers****Key Personnel**

In accordance with **clause 15** the following individuals listed in the table below shall be considered Key Personnel:

Name	Role	Period of Involvement
Kevin Woods	Professor of Educational and Child Psychology	2015-2021
Caroline Bond	Senior Lecturer	2015-2021
Catherine Atkinson	Curriculum Director	2015-2021
Catherine Kelly	Lecturer	2015-2021
Jan Stottard	Lecturer	2015-2021

Schedule 9

Step In Rights

Step In Rights

"Default"	any material breach of this Contract or any other event such as would entitle the other Party to terminate this Contract in accordance with clause 12 ;
"Delay"	the period of time by which the implementation of the Services by reference to the Implementation Plan is delayed arising from a failure to achieve a milestone;
"Insolvency Event"	<p>(a) the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:</p> <ol style="list-style-type: none"> 1. the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved; 2. the appointment of an administrator of, or, the making of an administration order in relation to, the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue; 3. the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors; 4. the entity being unable to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or 5. the entity entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors; <p>however, a resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an Insolvency Event; and amalgamation shall not amount to an Insolvency Event;</p>
"Regulatory Bodies"	those government and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the NCTL and " Regulatory Body " shall be construed accordingly.

Introduction

1 The NCTL may take action under this **Schedule 9** if:

1.1 there is a Default;

1.2 there is a Default by the Provider that is materially preventing or materially delaying the performance of the Services or Project or any part of the Services or Project;

- 7 Following service of a Step-in Notice, the NCTL shall:
- 7.1 take the action set out in the Step-in Notice and any consequential additional action as it reasonably believes is necessary to achieve (together, the **"Required Action"**);
 - 7.2 keep records of the Required Action taken and provide information about the Required Action to the Provider;
 - 7.3 co-operate wherever reasonable with the Provider in order to enable the Provider to continue to provide any Services in relation to which the NCTL is not assuming control; and
 - 7.4 act reasonably in mitigating the cost that the Provider will incur as a result of the exercise of the NCTL's rights under this clause.
- 8 For so long as and to the extent that the Required Action is continuing, then:
- 8.1 the Provider shall not be obliged to provide the Services or Project to the extent that they are the subject of the Required Action;
 - 8.2 subject to paragraph 9 the NCTL shall pay to the Provider the Charges after the deduction of any applicable Service Credits and the NCTL's reasonable costs of taking the Required Action.
- 9 If the Required Action results in:
- 9.1 the degradation of any Services or Project not subject to the Required Action; or
 - 9.2 the non-achievement of a milestone,
- beyond that which would have been the case had the NCTL not taken the Required Action, then the Provider shall be entitled to an agreed adjustment of the Charges provided that the Provider can demonstrate to the reasonable satisfaction of the NCTL that the Required Action has led to the degradation or non-achievement.
- 10 Not less than 30 Business Days before ceasing to exercise its step in rights under this paragraph 10 the NCTL shall deliver a written notice to the Provider (**"Step-Out Notice"**), specifying:
- 10.1 the Required Action it has actually taken; and
 - 10.2 the date on which the NCTL plans to end the Required Action (**"Step-Out Date"**) subject to the NCTL being satisfied with the Provider's ability to resume the provision of the Services or Project and the Provider's plan developed in accordance with paragraph 11.
- 11 The Provider shall, following receipt of a Step-Out Notice and not less than 20 Business Days prior to the Step-Out Date, develop for the NCTL's approval a draft plan (**"Step-Out Plan"**) relating to the resumption by the Provider of the Services or Project, including any action the Provider proposes to take to ensure that the affected Services or Project satisfy the requirements of this Contract.
- 12 If the NCTL does not approve the draft Step-Out Plan, the NCTL shall inform the Provider of its reasons for not approving it. The Provider shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the NCTL for the NCTL's approval. The NCTL shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.
- 13 The Provider shall bear its own costs in connection with any step-in by the NCTL under this Schedule, provided that the NCTL shall reimburse the Provider's reasonable additional expenses incurred directly as a result of any step-in action taken by the NCTL (insofar as the primary cause of the NCTL serving the Step-In Notice is not the result of a Provider Default).

"Security Policy"

the NCTL's security policy annexed to the Security Requirements schedule as updated from time to time.

1. DPA

- 1.1 With respect to the Parties' rights and obligations under this Contract, the NCTL is the Data Controller and the Provider is the Data Processor.
- 1.2 The Parties acknowledge that they may handle Personal Data and shall comply with their legal obligations under the DPA.
- 1.3 The Provider shall notify the NCTL as soon as it becomes aware of any actual or potential data incident or breach of its obligations under the DPA in relation to any Personal Data processed as a consequence of undertaking this Contract.
- 1.4 Insofar as the Provider is processing Personal Data as a Data Processor for the NCTL as a consequence of undertaking this Contract the Provider shall:
 - 1.2.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
 - 1.2.2 Process the Personal Data only in accordance with instructions from the NCTL (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the NCTL to the Provider during the period of the Contract);
 - 1.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 1.2.4 take reasonable steps to ensure the reliability of any Provider Personnel who have access to the Personal Data;
 - 1.2.5 obtain prior written consent from the NCTL in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
 - 1.2.6 ensure that all Provider Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this **Schedule 10** and that they do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the NCTL;
 - 1.2.7 notify the NCTL within 2 Business Days if it receives
 - 1.2.8.1 a request from a Data Subject to have access to that person's Personal Data;
 - 1.2.8.2 a complaint or request relating to the NCTL's obligations under the Data Protection Legislation.
 - 1.2.8 provide the NCTL with full cooperation and assistance in relation to any complaint or request made, including by:
 - 1.2.9.1 providing the NCTL with full details of the complaint or request;
 - 1.2.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the NCTL's instructions;
 - 1.2.9.3 providing the NCTL with any Personal Data it holds in relation to a Data Subject (within the timescales required by the NCTL); and
 - 1.2.9.4 providing the NCTL with any information requested by the NCTL;
 - 1.2.9 permit the NCTL or any duly authorised representative of the NCTL (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the NCTL to

Staff Vetting Procedures	NCTL's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989.
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- 2.1 The Provider shall employ appropriate organisational, operational and technological processes and procedures to keep the NCTL's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the NCTL.
- 2.2 The Provider shall not delete or remove any proprietary notices contained within or relating to the NCTL's Data.
- 2.3 The Provider shall not store, copy, disclose, or use the NCTL's Data except as necessary for the performance by the Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the NCTL.
- 2.4 To the extent that the NCTL's Data is held and/or processed by the Provider, the Provider shall supply the NCTL's Data to the NCTL as requested by the NCTL in the format specified by the NCTL.
- 2.5 The Provider shall take responsibility for preserving the integrity of the NCTL's Data and preventing the corruption or loss of the NCTL's Data.
- 2.6 The Provider shall ensure that any files containing the NCTL's Data are stored on the Provider's secure servers and/or secured IT equipment. The Provider shall ensure that the NCTL's Data relating to the Contract is segregated from other data on their IT systems.
- 2.7 The Provider shall not keep the NCTL's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CERG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the NCTL's Data should be encrypted to the FIPS 140-2 Standard.
- 2.8 The Provider shall keep an audit trail of where the NCTL's Data is held, including hardware, laptops, drives and devices.
- 2.9 The Provider shall ensure that the NCTL's Data is stored in locked cabinets and is accessed only by the Provider's authorised Personnel.
- 2.10 The Provider shall ensure that the NCTL's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the NCTL's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 2.11 The Provider shall perform secure back-ups of all the NCTL's Data and shall ensure that up-to-date back-ups are stored off-site. The Provider shall ensure that such back-ups are available to the NCTL at all times upon request.
- 2.12 The Provider shall ensure that any of the NCTL's Data to be sent between the Provider's offices/staff, and/or any Sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and

5.3.1 by the Provider where the Malicious Software originates from the Provider Software System, any software owned by a third party or the NCTL's Data (whilst the NCTL's Data was under the control of the Provider); and

5.3.2 by the NCTL if the Malicious Software originates from the NCTL's Software or the NCTL's Data (whilst the NCTL's Data was under the control of the NCTL).

of the sub-contractors providing the service, shall be necessary to deliver the service, and shall and shall be full-disk encrypted using an product which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme. Should the transfer, handling removable media or handling of portable ICT Equipment involve bulk personal data then the encryption will be required to be certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme.

10. Storage of NCTL Data on any portable devices or media shall be limited to the minimum required to deliver the business requirement;
11. All paper holding NCTL Data must be securely protected whilst in the Contactor's care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation;
12. Paper documents containing NCTL Data shall be transmitted, both within and outside the Provider's premises in such a way as to ensure that no unauthorised person has access.
13. At the end of the Contract or in the event of failure or obsolescence, all equipment holding NCTL Data must be securely cleansed or destroyed using a CESSG approved product or method. Where this is not possible e.g. for legal or regulatory reasons, or technical reasons such as where there is storage area network (SAN) or shared backup tapes then the Provider must protect the equipment until the time (which may be long after the end of the contract) when it can be securely cleansed or destroyed.
14. Access by Provider Personnel to NCTL Data shall be confined to those individuals who have a "need-to-know" and whose access is essential for the purpose of their duties. All Provider Personnel with direct or indirect access to NCTL Data must be subject to pre-employment checks equivalent to or higher than the Baseline Personal Security Standard (BPSS). Details of the standard are available at the Cabinet Office website <http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework>.
15. All Provider Personnel who handle NCTL Data must have annual awareness training in protecting information.
16. The Provider must have robust and BS25999 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the Contract is not adversely affected in the event of an incident or crisis.
17. Any non-compliance with NCTL Security Standards, or any suspected or actual breach of the confidentiality or integrity of NCTL Data being handled in the course of providing the Services, shall be immediately escalated to the NCTL by a method agreed by both Parties.
18. The Provider shall ensure that any IT systems and hosting environments that are used to hold NCTL Data being handled, stored or processed in the course of providing this service are periodically (at least annually) subject to IT Security Health Checks.
19. The Provider shall keep an audit trail of where the NCTL's Data is held, including hardware, laptops, drives and devices. The NCTL reserves the right to audit the Provider with 24 hours' notice in respect to the Provider's compliance with this Schedule 10.
20. The Provider shall contractually enforce all these NCTL Security Standards onto any third party suppliers, Sub-contractors or partners who could potentially access NCTL Data in the course of providing or assisting the Provider with the provision of the Services.

Schedule 12

Commercially Sensitive Information

Non advised at the time of Contract award

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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2 ITEP Course content and Delivery

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[REDACTED]

[illegible]

[illegible]

Please complete the attached cost matrix form

The cost matrix must provide:

- a) A detailed cost schedule for delivery of the programme, clearly demonstrating a breakdown of key costs associated with the programme, including but not limited to:
Central Charges Salary Costs Other additional costs (e.g. Department/faculty costs, etc.)
Costs per student per year
- b) Whether the cost area is a fixed or variable cost
- c) Into which financial year - 15-16, 16-17, 17-18, 18-19, 19-20 - the cost falls.

Notes to Bidders:-

- d) The sub-totals and totals fields of the cost matrix must also be completed.
- e) The table must state the unit cost (per participant) for delivery of this contract including 2016 intake and 2017 intake stating all assumptions made.

Bidders should use the cost matrix to identify all programme costs.

- f) Bidders must identify if VAT will be chargeable and at what rate.
- g) Bidders should state any assumptions against the costs at the end of each table.
- h) Bidders should provide indicative costs for an additional intake for 2018, and include any assumptions against these costs.
- i) Bidders should also include the indicative cost in the **Item price submission** as part of section 11 of the evaluation criteria whole life Contract cost.

Bidders should illustrate how they will progressively increase Value for Money (VFM) year on year.

Supplier Guidance: Please complete the table as follows with as much information as possible and Bidders are welcome to insert additional rows to add further cost areas or additional breakdown of areas.

Please also provide as much information as possible regarding any assumptions made to reach proposed figures. Details of discounts applied and how potential cost savings could be achieved would be beneficial to your bid.

IMPORTANT NOTE

Bidders are asked to note that the Transfer of Undertakings (Protection of Employment) Regulations

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[illegible]

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Please state all/any assumptions and detail any savings or additional income streams

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Thank you for attending this afternoons clarification meeting of the NORMID-SW ITEP (RFx101) bid, today. To follow up as discussed please could you provide the rationale and justification for the significant degree of variation in the cost matrix between the

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[illegible]

Appendices

Appendix 1	Equality and Diversity Policy
Appendix 2	Detailed Cost Matrix
Appendix 3	Detailed Implementation Plan
Appendix 4	Project Board Membership/Organisational Chart
Appendix 5	NCTL commissioned programmes - Marketing & branding guidelines
Appendix 6	Marketing Plan
Appendix 7	Risks and Issues Register
Appendix 8	Intellectual Property Log
Appendix 9	Provider's Bid Clarification
Appendix 10	Initiation to Tender
Appendix 11	Service Credit process (to be confirmed).

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[illegible]

Appendix 3

[REDACTED]

Outcomes	Milestones	Completion Date
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
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RFX101 - Initial Training for Educational Psychologists DRAFT CONTRACT

Academic	Academic	Academic	Academic
Sue Morris s.k.morris@bham.ac.uk	John Franey john.franey@bristol.ac.uk	Andrew Richards a.j.richards@exeter.ac.uk	Kevin Woods kevin.a.woods@manchester.ac.uk
Administrator	Administrator	Administrator	Administrator
Beverley Burke b.a.burke@bham.ac.uk	Margaret Thompson Margaret.Thompson@bristol.ac.uk	Alison Stamp a.stamps@exeter.ac.uk	Shelley Darlington Shelley.Darlington@manchester.ac.uk
IT	IT	IT Contact	IT
David Deighton d.deighton@bham.ac.uk	Richard Hopkins Richard.Hopkins@bristol.ac.uk	Nigel Weaver n.r.weaver@exeter.ac.uk	Bob Nutter bob.nutter@manchester.ac.uk

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Alan Tuck Alan.tuck@newcastle.ac.uk	Paul Cartledge Paul.cartledge@nottingham.ac.uk	Lucy Thorp lucy.thorp@sheffield.ac.uk
Finance	Finance	Finance
David Carr David.Carr@newcastle.ac.uk Shalini Vadhera-Goddard	Dave Goodacre David.Goodacre@nottingham.ac.uk	Allison Atkin a.e.atkin@sheffield.ac.uk

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Appendix 6

Bidder Clarification

Posted By	Date	Question
Craig Heatley	01/06/15	<p>Please note that the Evaluation Criteria document has been slightly amended to ensure clarity regarding the bidder clarification questions (post tender responses). Please see the revised statement:</p> <p>Clarification Questions: All shortlisted Tenderers may be invited to answer further clarification questions as part of the evaluation of their Tender. The clarification questions will be used to finalise the evaluation panel's initial scores from the desktop evaluation. Clarifications are anticipated to take place the week commencing 6th July 2015 and Bidders need to be aware that clarifications may be via an email request or Bidders may be invited to attend Clarification meetings with NCTL within that week.</p>
Craig Heatley	01/06/15	<p>Dear bidder,</p> <p>There has been a slight amendment to Cost Matrix document on page 1, which now reads:</p> <p>The total cost evaluation section is weighted at 30%. Please note that the NCTL may at its absolute discretion refuse to consider your response further if the score achieved in the technical requirements section is lower than 60%.</p> <p>Please note that there are no other changes to the document.</p> <p>Kindest regards</p> <p>DFE Major Commercial Projects Team</p>
Cassie Woods	05/06/15	<p>Q With regard to question 11.01 ("Please confirm the percentage of your proposed annual service charge (ASC) that you are prepared to put at risk against non-achievement of the KPIs"), please can you confirm what your definition of the ASC is?</p> <p>Many thanks,</p>
Sherida Kirby	8/06/15	<p>A, It would be up to your organisation to define what your annual service charges are, for example they may include but are not limited to the following,</p> <ul style="list-style-type: none"> •overhead costs, •central costs, •resource costs. <p>In your assumptions please confirm what the annual service charges are.</p>
Cassie	08/06/15	<p>Q The guidance in the RF x 101 ITEP Evaluation Criteria document states in relation to question 8.3 (Practice Placements) that "bidders</p>

		identifying the elements you feel should be included.
Kevin Woods	18/6/15	Q is 13.1 simply the one total price for the 3 year programme should this price include the bursaries costs? Please respond to patricia.a. gorham@manchester.ac.uk
Sherida Kirby	22/6/15	A Yes, The costs in the ITT of £21.79 million are whole life costs which includes the bursaries and the additional intake in 2018 if required. For the intakes in 2016 and 2017 there is £14.57 million; £7.29 million each for the intakes. This includes the amounts for the bursaries

NCTL are looking to contract with training provider organisations who can deliver the ITEP programme with national reach in England. This includes bids from consortia capable of delivering England wide. Bidders are reminded that NCTL will expect any consortia to nominate a lead organisation to enter into binding agreements with other consortium members to ensure service delivery. And to act as a single contract holder and with overall accountability for the delivery of the training and meeting the contract Key Performance Indicators (KPIs).

The Training Provider(s) will be responsible for the delivery of the programme which includes but is not limited to:

- Recruitment of trainees
- Delivery and management of the training course to all trainees
- Management of trainees
- Sourcing of employers for Practice Placements

Distribution of Bursaries

Mandatory Requirements

As part of this specification there are a number of specific requirements which must be met. These can be found within the evaluation sections of REDIMO. Please note that NCTL may at its absolute discretion refuse to consider your bid further, dependent on the answers given to these requirements. The mandatory requirements for this contract are as follows:

The successful contractor (s) ("Training Providers") will need to be able to deliver a continual supply of newly qualified educational psychologists to the workforce in England until 2019-20, with an option to for an additional intake from September 18 to be completed by 2021 subject to The Secretary of State priorities. This means The Training Providers will need to:

- recruitment of 150 trainees on to ITEP in England starting in 2016 and a further intake of 150 starting in 2017
- the provision of high quality practice placements, that meet the HCPC or equivalent and professions Practice Placement Partnership Framework standards, for all ITEP NCTL funded trainees in all three years as per course requirements.
- A regional spread of training provision across the north, midlands and southern (including London) England. (see Annex 1)

NCTL may also require the recruitment and delivery of an additional intake covering the period 2018 -21 (Subject to Ministerial Approval and continued Government support and funding). Recruitment for this intake would start in the autumn of 2017, to begin training in September 2018 and finishing in August 2021. Your organisation must be able to commit to delivery of this requirement should NCTL exercise its right under the Contract to request it.

Detailed Requirements (THE SERVICES)

Section 1 - The Programme Delivery Requirement and Quantity

Recruitment and application process

Training providers are responsible for, working in partnership with the Association of Educational Psychologists (AEP) for recruiting trainees to the initial training of educational psychology programme. This takes place in the year prior to the intake starting. Recruitment should be managed in accordance with the entry requirements laid out in the [Applicant Handbook](http://www.aep.org.uk/training/)¹ (<http://www.aep.org.uk/training/>) and the Educational Psychology Funded

¹ <https://www.education.gov.uk/schools/careers/careeropportunities/b00201184/educational-psychology/training>

remaining on the contract.

Deferrals cannot be considered if completion falls outside the lifetime of the contract as funding cannot be guaranteed. Deferrals should only be agreed for trainees who are already in training and for circumstances where the trainee would be unable to continue to the course for example, health or maternity issues. Deferrals should not be agreed for trainees who have not yet started training unless for exceptional reasons

Provide value for money, funding and costs

It is important that in the use of public funds value for money is achieved. It bears on nearly all aspects of deployment of public resources and means finding solutions which achieve the best mix of quality and effectiveness for the least outlay. Due to the Government's austerity and transparency agenda and the increasing levels of scrutiny on public sector contracts, the NCTL needs to provide evidence that public funds are achieving maximum value for money from any contracts awarded.

Contract Term

This contract will be for an initial period (Initial Term) of 60 months from 31st August 2015 (subject to agreement with DfE Ministers) to 31st August 2020, two academic year intakes with recruitment commencing September 2015 and delivery concluding July 2020 and an exit period of two calendar months at the contract end.

NCTL may also require the recruitment and delivery of an additional intake covering the period 2018 to 2021 subject to continued Government/Ministerial support and funding, plus the satisfactory delivery of the programme and its outcomes in line with agreed key performance indicators and service level agreements. Recruitment for this intake would start in September 2017 with delivery starting in September 2018 and finishing in August 2021 and bidding organisations must be able to commit to delivery of this requirement should NCTL exercise its right under the Contract to request it.

NCTL reserves the right to terminate the contract should funding be withdrawn, changed or there is a significant change in government policy relating to the programme delivery and outputs required as part of this contract, by giving three months' notice.

Funding

The anticipated maximum whole life contract cost (including any optional intake for 2018) will be up to a maximum of £21.79 million inclusive of all expenses and VAT for the three intakes. This includes all elements of the programme including Year One Bursaries. We would expect the costs to be equally proportioned across all intakes. VAT (where applicable) to be charged at the prevailing rate which at the time of the launch of this ITT, is 20%.

Funding for any optional intake starting in 2018 is subject to the Secretary Of States spending priorities and therefore the NCTL is unable to commit to funding any intakes which begin after 2017 at this stage. Neither set/start-up costs or separate management costs will be paid. Bidders need to be aware that the indicative maximum funding is to cover the full whole life costs for **all elements of the programme**

Sections 11 and 12 within the Evaluation Criteria (Item Prices/Cost Analysis) require Bidders to detail proposed whole life contract costs in order that these can be evaluated, in correlation with the Technical requirements, to compare like for like costs and ensure Best Value for Money (BVFM).

Bidders are asked to note that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE Regulations, as amended from time to time) may apply to staff employed by the incumbent supplier to deliver the current programme delivery model. Information is being sought as to the potential TUPE position, and will be distributed as and when appropriate.

Course Fees

The funding allocation for the 2016 intake must include year one, two and three course fees as stated above and year one bursary.

It is expected that course fees will include but not be limited to, course, recruitment, delivery, course management and supervision which should include overheads. Training providers will be expected to provide a full breakdown of costs in a cost schedule backed up with evidence.

Withdrawals

The expectation of the contract is to deliver qualified educational psychologists and therefore the NCTL will not continue to fund the training place of a trainee once they have withdrawn from the course. The training provider will need to manage a robust and clear deferral/ withdrawal process.

arrangements within NCTL. Training providers will be asked to support this process;

- 100% of training providers have and are implementing a strategy for ensuring the quality of training is maintained as the contract comes to an end, for the final intake;
- At least 90% of trainees will qualify upon completion of the course
- At least 90% of trainee will find employment within 2 months of qualifying.
- Training providers will attend at least one contract management meeting a year at the nearest or most convenient DfE office subject to availability (<http://www.education.gov.uk/help/contactus/a0022/where-to-find-us>).

Training providers will be required to collect and provide data to the NCTL including but not limited to the following:

- All instances of the following; long term trainee absences, performance issues and other significant issues which may affect the trainee's ability to complete training.
- A breakdown of trainee practice placements in years two and three.
- Date of completion of award for each final year trainee and post-award employment.
- latest graduation statistics and placement data.

The Training provider(s) will be required to engage in a willing and timely manner with the Initial Training Educational Psychology National Steering Group and/or one of its associated sub groups as appropriate, and government review(s) of training arrangements. The format of this engagement will be agreed at the Contract finalisation stage

Security of Data

The Training provider(s) will need to demonstrate how they will ensure data from the DfE and the NCTL as its executive body and personal data will be protected according to Schedule 10 – Data Handling of the draft contract.

Section 2- Deliver high quality training for initial training of educational psychologists.

The level of qualification, accreditation, awarding body and quality assurance

Initial training for educational psychologists should continue as a post graduate doctorate qualification gained over three years. Year one should be predominately academically focussed, with year two and three placement-based with employers of educational psychologists.

Training providers must have HCPC course approval (or equivalent); prior to the 2016 intake start date, to enable graduates to be eligible to apply for HCPC registration. Trainees must be HCPC registered before being able to practice within the UK. Bidders who currently do not run an educational psychology doctorate course will not be excluded, however, they will need to demonstrate they are able to have the required course accreditation in place by the start of the first intake as above (Health and Care Professions Council, Education Department, +44 (0)845 300 6184, registration@hcpc-uk.org)

The awarding body will be the training provider, complying with the requirements of the HCPC (or equivalent) and not DfE or its Executive bodies.

Training providers must deliver high quality training supervision and support to trainees according to HCPC or equivalent requirements.

Training providers must describe and evidence their quality assurance proposals to ensure the requirements of contract are delivered.

Section 3 - Allocation and the distribution of training courses and providers across England

provided in partnership with employers for the duration of the course.

Training providers will also be responsible for ensuring the quality of practice placements in accordance with HCPC (or equivalent) requirement the Practice Placement Partnership Framework (<http://www.naep.org/Final%20version%20of%20the%20PPPF.pdf>)

The majority of employers are primarily local authorities but recent changes to the way educational psychology services are delivered means that employers could also come from the private and voluntary sectors or from clusters of schools.

Bidders are expected to demonstrate within their responses how they will establish strong working relationships with the other providers and employers to deliver a single interview approach for the duration of the three year course.

Section 6 - Timescales

The successful Bidder will need to demonstrate that they can scale up quickly in order to meet demanding delivery timescales from September 2015. Bidders will need demonstrated that they are able to:

- Start recruiting participants who meet the criteria in Section 5 in the Autumn 2015 in line with the AEP Schedule;
- Commence the delivery of the 2016 intake in September 2016;
- Commence the delivery of the second year of the programme to the 2017 intake in September 2017;
- Have outline plans in place for the subsequent recruitment and delivery rounds to an additional intake from September 2018 to August 2021 should NCTL exercise its right under the Contract to request

Bidders should submit a project implementation plan that outlines their plans and any key dependencies.

NCTL reserves the right to terminate the contract should funding be withdrawn, changed or there is a significant change in government policy relating to the programme delivery and outputs required as part of this contract, by giving three months' notice

Section 8 - Data Handling

The Data Handling schedule for this requirement is set out in the Draft Contract – Schedule 10.

Attachments

The following attachments should be read in conjunction with this Requirement:

- Evaluation criteria
 - Draft contract
 - Instructions to Bidders
 - Appendix 2 - Cost matrix
 - Appendix 3 - Trainees Terms and Conditions (Funding Contract)
 - Appendix 4 - Definition of Northern, Midland and Southern England
- These can be downloaded via REDIMO (*my tenders –reference – view full notice including documentation*).

Evaluation Process and criteria

All bids received will be evaluated against the evaluation criteria and scoring methodology as stated within this Requirement and REDIMO. Please see the attached document for further information.

Appendix 8
Monthly Reporting Template

PROVIDER HIGHLIGHT REPORT																									
Purpose: To ensure that all contractor activity on track and performance monitored.																									
Agency	NCTL	Provider																							
Reporting Period		Completed by																							
Project	Initial Training For Educational Psychologists	Current Status	Green	Previous Report Status		Green																			
Status																									
Green		Progressing according to plan. There is a good likelihood that actions taken will achieve the outcome																							
Amber		Mixed position – some actions are good and on track but others require attention																							
Red		No progress and in the wrong direction – requires urgent and decisive action.																							
Delivery Activities		Update/ Progress																							
1. Delivery of Training for Cohorts		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Cohort</td> <td style="width: 10%;">Starters</td> <td style="width: 10%;">Graduands/ graduates</td> <td style="width: 10%;">Withdrawals</td> <td style="width: 10%;">Deferrals (interrupters)</td> <td style="width: 10%;">Late (registered)</td> <td colspan="2" style="width: 40%;">Name added to HCPC passlist</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td colspan="2"></td> </tr> </table>								Cohort	Starters	Graduands/ graduates	Withdrawals	Deferrals (interrupters)	Late (registered)	Name added to HCPC passlist									
		Cohort	Starters	Graduands/ graduates	Withdrawals	Deferrals (interrupters)	Late (registered)	Name added to HCPC passlist																	
Ongoing								Green																	

									Green	
	Previous Deferrals/Interruptions									
	Year (Cohort)	University	Date interruption	of	Expected end date	Name	Reason			
2. Year 2/ 3 Placements update										