

Dated: 06/11/2018

Contract Reference No STA 0165

(1) **Secretary of State for Education**

- and -

(2) [REDACTED]

**AGREEMENT FOR STANDARDS AND TESTING AGENCY Inclusion
Experts GROUP**

THIS AGREEMENT IS MADE BETWEEN:

- (1) The Standards and Testing Agency (“**the STA**”), acting on behalf of the Secretary of State for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

And

- (2) [REDACTED]

1. DURATION

This Agreement shall commence on **06 November 2018** and shall expire on **31 October 2020** subject only to earlier termination in accordance with the terms of this Agreement.

2. SERVICES

2.1 The member’s consultancy for the Test Development Team, Inclusion Experts Group.

The Inclusion Experts group (IEG) comprises of experts in the fields of Autism spectrum disorders, Behavioural development, Communication and language development (including dyslexia), Cultural awareness/understanding, English as an additional language (EAL), Hearing impairments (HI), Visual impairments (VI), and other Special Educational Needs and Disabilities – SEND (including dyscalculia and dyspraxia).

These experts will provide independent expertise for the various stages of test development to ensure that Key Stage 1 and Key Stage 2 national curriculum tests and professional Skills Tests in Literacy and Numeracy are inclusive and accessible for all.

2.2 Quality

You will be expected to:

- Contribute fully and positively to the whole process and bring to bear your full breadth of knowledge, understanding and experience as an Inclusion expert in your chosen specialism(s).
- Be flexible and available to review materials remotely in a secure location or in STA London or Coventry offices, as and when required in agreement with the relevant project team(s).
- Prepare for, and attend, all inclusion panel meetings in person where applicable, and take a full and active part in the process.
- Produce high quality written reports where required.
- Provide thorough and detailed feedback on the materials in the agreed format and within the agreed timeframe.

- Work methodically with high attention to detail and communicate effectively, providing constructive written and verbal feedback within the remit of the brief and suggesting solutions for any problems and/or issues identified.

2.3 Venue

Most activities related to this work will take place at the following STA offices in Coventry or London:

Standards and Testing Agency
Department for Education
53-55 Butts Road
Earlsdon Park
Coventry
CV1 3BH

Standards and Testing Agency
Department for Education
Cheylesmore House
5 Quinton Road
Coventry
CV3 2WT

Standards and Testing Agency
Department for Education
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

In some instances, inclusion experts will be required to review materials remotely and produce written reports. They will be expected to ensure that the location is secure and the security of test materials is not compromised.

3. RENUMERATION

Payments for Inclusion Expert work will be as follows:

- Panel meeting attendance: panel attendees will receive £250 per day of attendance.
- Reviewing materials and completing the questionnaire (specified time): attendees will receive £200 per day each for completed questionnaires (assuming these are completed to a satisfactory standard and submitted within the required timelines).
- Report writing (specified time): reports for cultural and religious report at text selection stage for reading and skills tests will be paid at a rate of £200 per day. Reports on VI and HI are not required as these are part of a separate contract.
- Travel, subsistence and reasonable expenses, in line with government regulation will be paid.

Please note that individuals will be taxed at source, limited companies will not be taxed at source, and VAT is not applicable.

Payment of the fees due will be made on a rolling basis. On completion of any work, an invoice should be submitted for fees and expenses, all original receipts and / or tickets must be attached to the invoice, for audit purposes.

4. PAYMENT TERMS

Payment of the fees will be made within 30 days upon receipt of an invoice.

Individuals will need to claim via the STA fees and payments system.

Limited companies will claim using purchase orders

5. EXPENSES

5.1 The member shall be entitled to be reimbursed by the Department for expenses. Expenses will be limited to the rates stipulated below and in the supporting documentation. Expenses will only be paid if supported by a valid receipt.

5.2 For the avoidance of doubt where stated rates apply these shall be based on the Department's rates at the time of awarding the Contract and shall be fixed for the duration of the Contract.

5.3 All travel and accommodation in pursuance of the work covered in this contract will be booked independently by the member whilst adhering to the Department's travel policy as follows:

5.4 Travel and accommodation costs will only be payable as actual costs incurred, subject to the Departmental rates shown below:

5.4.1 All IEG members should use economy class air tickets, or an alternative which costs the same or less, with a few exceptions. With prior agreement members with disability or health reasons who are unable to secure suitable facilities in economy class, may travel business class. Members who manage to purchase a cheaper business class ticket than an economy ticket for the same journey, may also travel business class (a copy of the price comparisons must be printed off and retained for audit purposes).

5.4.2 Such reasonable travelling and hotel expenses shall be limited as follows and no other out of pocket expenses will be allowable.

Hotel accommodation, bed and breakfast: the Department to reimburse the contractor actual expenditure which shall not exceed the Department's rates of London £110.00 including VAT, elsewhere £75.00 including VAT;

Rail travel: the Department to reimburse the Contractor actual expenditure which shall be restricted to standard class;

Car mileage: the Department to reimburse the Contractor at the Department's "Public Transport Rate" (PTR) of 25 pence per mile;

Taxis: the Department to reimburse the contractor actual costs only where their use can be justified against the public transport.

6. CONFLICT OF INTEREST

The members of the IEG must be independent of any involvement with any other part of the development of the national curriculum tests for English reading, grammar, punctuation and spelling, mathematics or science, the Professional Skills Tests for Prospective Teachers or the Reception Baseline.

Subject to the terms of this Agreement, the member is free to perform services for any other person, firm, company or organisation, provided that the performance of such services does not or is not likely to result in a conflict of interest between the performance of the Services, and the performance of services for the other party or parties. The member must notify the STA immediately if it becomes aware of any potential conflict of interest under this clause.

7. CONFIDENTIALITY

- 7.1 Test materials viewed in the course of development are confidential and should be treated as such by anyone who is invited to examine them. For the purpose of this Agreement, all Test Materials should be treated as Confidential Information. The Contractor or any individual with access to Test Materials should not therefore disclose or discuss such information, either verbally or in writing, between themselves or to any other party or person without the prior written consent of STA.
- 7.2 All reasonable efforts must be made to protect confidential information in compliance with the Confidentiality clauses contained within this section, the Data Protection Act and the Freedom of Information Act. By signing this contract, the member agrees to abide by all confidentiality requirements set out within this contract.
- 7.3 Anyone dealing with test materials must, at all times, ensure their confidentiality. The contents of any test, mark scheme or related materials must not be discussed with any person unless expressly authorised by STA.
- 7.4 Materials may not be copied and a written record of their content must not be made without the express agreement of STA.
- 7.5 Materials being viewed must not be left visible or unattended at any time. Whilst not in use, materials must be securely locked away. Experts working at STA premises should contact the STA member of staff specified by STA if the expert requires assistance to ensure that confidential test material is never left visible or unattended.
- 7.6 Materials must not be transmitted electronically, unless through systems authorised by DfE such as a secure portal or encrypted memory stick, therefore email and text etc are not permitted means of communication when dealing with test materials
- 7.7 If any material is, at any time, lost, stolen, or viewed by an unauthorised party, the STA must be contacted immediately. As directed by the STA, all materials should be returned after use. Should anyone involved in test development have reason to believe that confidentiality has been breached they must immediately report their suspicions to their STA contact.

The member will comply with the Data Protection Act and co-operate and aid the STA so as to enable the STA to meet its obligations under Freedom of Information Act.

8. ALLOCATION OF WORK

8.1 Work will be allocated randomly to eligible members of the Framework on first-come-first-served basis.

9. INTELLECTUAL PROPERTY

The ownership of and sole right to copyright and all other proprietary and intellectual property rights, materials, documents or other papers written or prepared by the member in providing the Services shall be vested in and is hereby assigned to the Crown.

10. TERMINATION

This Agreement may be terminated or suspended for any period with immediate effect upon issue of notice in writing or suspended for any period with immediate effect upon issue of notice and without further obligation of payment, except for payments already paid or due at the date of termination.

11. VARIATION

No variation to or alteration of the terms and conditions of the Agreement shall have effect unless in writing signed by the member and a duly authorised representative of the STA.

12. GENERAL DATA PROTECTION REGULATIONS (GDPR)

The General Data Protection Regulation (GDPR) came into effect on 25 May 2018. The GDPR is an update to the existing Data Protection Act and means that we have to be clear about any personal information we collect such as email addresses and other contact details.

The Standards and Testing Agency (STA) will hold your contact details for the duration of this contract to alert you of work opportunities related to this contract and emailing you to inform you of any other up-and-coming procurement opportunities.

Signed by Inclusion Expert:

Signature:	[REDACTED]
Name and Title (please print):	[REDACTED]
Date:	[REDACTED]

Signed on behalf of STA:

Signature:	[REDACTED]
Name and Title (please print):	[REDACTED]
Date:	[REDACTED]