

CONTRACT FOR SUPPORT FOR CHILDREN AND YOUNG PEOPLE WITH AUTISM

THIS CONTRACT IS DATED 10th April 2017

Parties

1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("the Department"); and

2) The National Autistic Society a company limited by guarantee registered in England (1205298) and a charity registered in England and Wales (269425) and in Scotland (SC039427) whose registered office is at 393 City Rd, London. EC1V 1NG ("the Contractor")

Recitals

The Contractor has agreed to undertake capacity building activity for those working with children and young people with autism on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is SEND AET 17-18/01.

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services"	the services to be performed by the Contractor as described in Schedule 1;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

"the Contract Manager"

Kathleen Tarrant. 0-25 Special Educational Needs and Disability Unit. Sanctuary Buildings, Great Smith Street, London, SW1P 3BT.

"Contractor Personnel"

all employees, agents, and contractors of the Contractor and/or of any Sub-contractor;

"the Contractor's Contract Manager"

Robert Lowndes.

"Confidential Information"

the Department's Confidential Information and/or the Contractor's Confidential Information;

"Contractor's Confidential Information"

all Personal Data and any information, however it is conveyed, that relates to the business affairs, developments, trade secrets, know-how, personnel, and suppliers of the Contractor, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Contracting Department"

any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;

"Contractor Personnel"

all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;

"Control"

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the

	other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Crown"	means Queen Elizabeth II and any successor
"Crown Body"	any department, office or agency of the Crown;
"Department's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"IPRs"	means intellectual property rights
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the Department in connection with the

Contract.

"Regulatory Bodies"

those government departments 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 Department and **"Regulatory Body"** shall be construed accordingly.

"Request for Information"

a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"SME"

means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions.

"Sub-contractor"

the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;

"Working Day"

any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2** References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

- 1.3** Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

2 Commencement and Continuation

The Contractor shall commence the Services on 1st April 2017 and, subject to Clause 10.1 shall complete the Services on or before 31st March 2018.

3 Contractor's Obligations

- 3.1** The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.
- 3.2** The Contractor shall comply with the accounting and information provisions of Schedule 2.

- 3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 Department's Obligations

The Department will comply with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Department.

5 Changes to the Department's Requirements

- 5.1 The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

- 6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

- 7.1 Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "Sub-contractor") it shall ensure prompt payment in accordance with this clause 7.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

7.1.1 10 days, where the Sub-contractor is an SME; or

7.1.2 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.

- 7.2** The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment. .
- 7.3** The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.4** The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its Sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.5** The Contractor, its employees and Sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.6** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

8 Copyright

Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in the Crown absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

9 Warranty and Indemnity

- 9.1** The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
- 9.2.1** require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or
 - 9.2.2** assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the assessed cost for the period that such failure continues.
- 9.3** The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services by the Contractor.
- 9.4** The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor.
- 9.5** All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it save where the loss or damage is occasioned by the negligence of the Department its employees or agents.
- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

- 10.1** This Contract may be terminated by either party giving to the other party at least 3 months notice in writing.
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

- 10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4** This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
 - 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor (other than periodic changes in the composition of the Contractor's directors/trustees), unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
 - 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
 - 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
 - 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
 - 10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11 **Status of Contractor**

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12 **Confidentiality**

- 12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

- 12.2** Clause 12 shall not apply to the extent that:

12.2.1 such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);

12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

12.2.3 such information was obtained from a third party without obligation of confidentiality;

12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

12.2.5 it is independently developed without access to the other party's Confidential Information.

- 12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1** on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
- 12.6.2** to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 12.6.3** to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions (but not without the prior consent in writing of the Contractor such consent not to be unreasonably withheld or delayed);
- 12.6.4** on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- 12.6.5** on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
- 12.6.6** on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
- 12.7** The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of intellectual property rights.
- 12.9** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be

responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

12.10 Subject to Clause 12.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

12.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.

12.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

13 **Freedom of Information**

13.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.

13.2 The Contractor shall and shall procure that its Sub-contractors shall:

13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

13.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and

13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

13.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be

obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

13.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

14 Access and Information

The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department acting reasonably considers necessary in connection with this Contract and where appropriate speak to the Contractor's employees.

15 Transfer of Responsibility on Expiry or Termination

15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

16 Tax Indemnity

16.1 Where the Contractor 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** Where the Contractor is liable to National Insurance Contributions (NICs) 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 NICs in respect of that consideration.
- 16.3** The Department may, at any time during the term of this Contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4** A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5** The Department may terminate this Contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (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 Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor 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 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6** The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7** The Contractor warrants and represents to the Department that it is an independent contractor 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 Contractor to its officers or employees in connection with this Contract.
- 16.8** The Contractor will account to the appropriate authorities for any income tax,

national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

- 16.9** The Contractor shall indemnify the Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their 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 the Department in connection with any such assessment or claim.
- 16.10** The Contractor authorises the Department to provide the HM Revenue and Customs 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 the Department is obliged as a matter of law to comply with such request.

17 **Data Protection Act ("DPA")**

- 17.1** With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 17, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA.

17.2 The Contractor shall:

- 17.2.1** Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);
- 17.2.2** 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;
- 17.2.3** 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;
- 17.2.4** Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

17.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

17.2.6 Ensure that all Contractor 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 Clause 17;

17.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;

17.2.8 Notify the Department within five Working Days if it receives:

17.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or

17.2.8.2 a complaint or request relating to the Department's obligations under the data protection legislation;

17.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:

17.2.9.1 providing the Department with full details of the complaint or request;

17.2.9.2 complying with a data access request within the relevant timescales set out in the data protection legislation and in accordance with the Department's instructions;

17.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and

17.2.9.4 providing the Department with any information requested by the Department;

17.2.10 Permit the Department or the Department's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

17.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and

17.2.12 Not Process or otherwise transfer any Personal Data outside the European

Economic Area. If, after the Commencement Date, the Contractor (or any

Sub-contractor) wishes to Process and/or transfer any Personal Data

outside the European Economic Area, the following provisions shall apply:

- 17.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in a reasonable and timely fashion
- 17.2.12.2 the Contractor shall set out in its request for change details of the following:
 - (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;
- 17.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and
- 17.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:
 - (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
 - (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Department on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation

of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

- 17.3 The Contractor shall comply at all times with current data protection legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the data protection legislation.

18 Amendment and variation

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place from time to time.

19 Assignment and Sub-contracting

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

20 The Contracts (Rights of Third Parties) Act 1999

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

21 Waiver

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

22 Notices

Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the Department) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by first class post, 48 hours after posting.

23 Dispute resolution

- 23.1** The parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 23.2** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it under 23.1.

24 Discrimination

- 24.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 24.2** The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the contract.

25 Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

Authorised to sign for and on
behalf of the Secretary of
State for Education

Signature



Name: STUART MILLER

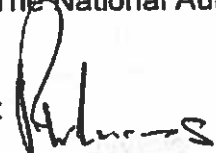
Position in Organisation: Deputy Director

Address in full:
0-25 Special Educational Needs
and Disability Unit
Department for Education
Sanctuary Buildings, Great Smith Street
London SW1P 3BT

Date: 10/4/17

Authorised to sign for and on
behalf of The National Autistic
Society

Signature:



Name: ROBERT WILLIAM
LOWNDES

Position in Organisation: AET
Director.

Address in full:
National Autistic Society
393 City Rd
London
WC1V 1NG

Date: 10/4/17

Schedule 1

1 Background

- 1.1 The steady rise in the number of children in England identified by schools as having an autistic spectrum disorder from 31,260 in 2004 (statements and school action plus) to 100,012 in 2016 (statement/EHC plan and SEN Support) has presented challenges for education providers and local authorities. While there is much good provision for children with autism, a significant number of parents are unhappy with the provision they receive and significant numbers of autistic children and young people have a poor experience of education. The highest number and percentage of appeals registered with the First-tier Tribunal (SEN and Disability) concern children with autism (1,421/38% in 2015/16). 2.3% of pupils with autism received a fixed term exclusion in 2014/15 and 0.1% received a permanent exclusion, but parents say that many more received informal and illegal exclusions
- 1.2 This contract aims to build upon work which has previously been carried out to:
- develop the competence and skills of early years settings, schools, colleges and other staff in providing for children with autism
 - develop standards for self-evaluation
 - support parents and professionals to prevent the exclusion of children and young people with autism
 - design and deliver a cost-effective strategy for disseminating the resources produced
 - support a panel of young people to provide input to all the strands of work in this programme.

2 Aims

- 2.1 The Contractor shall use all reasonable endeavours to achieve the following aims:
- Aim 1: To develop and run a package of autism training programmes for staff in education settings
 - Aim 2: To support parents and professionals to prevent the exclusion of children and young people with autism.
 - Aim 3: To develop a pilot to deliver training to social workers
 - Aim 4: To support a panel of young people to provide input to all the strands of work in this programme.
 - Aim 5: To develop and trial specific guidance for schools, teachers and exam officers on exam accommodations available to pupils with autism
 - Aim 6: To align practice standards with accreditation and Ofsted frameworks. To develop and maintain a progression framework to track pupil outcomes
 - Aim 7: To design and deliver cost-effective methods of disseminating the resources produced under this contract
 - Aim 8: To ensure effective quality assurance and programme evaluation
 - Aim 9: To ensure overall delivery and project management

- Aim 10: To operate within contract costs and ensure value for money.

3 Objectives

3.1 Aim 1 - To develop and run a package of autism training programmes for staff in education settings

Objectives.

- Deliver promotional events for early years providers in each region to support improved engagement and reach
- Engage with a minimum of 5 colleges to demonstrate and describe good practice in improving transitional arrangements from school to college.
- Review and amend programme content and delivery to secure improved engagement of post 16 settings and practitioners.
- Establish four new and maintain existing regional networks
- Deliver Tier 1 training to 10,000 people
- Deliver Tier 2 training to 1,600 people
- Deliver Tier 3 training to 480 people
- To explore and develop a business/financial model by which the programme might become self-sustaining

Aim 2 - To support parents and professionals to prevent the exclusion of children and young people with autism

Objectives.

- Provide an information and advice service to parents and education professionals to help support children who are at risk of exclusion to stay in school, supporting 1,400 parents per year.
- Develop resources to help parents understand their rights, and school governors to understand their duties, under the Equality Act 2010.
- Produce a training module on the different behaviours exhibited by children and young people with autism at home and at school, their potential to refuse school attendance and the impact of the school day on home life.
- Produce a resource on successful reintegration of pupils following exclusion.
- Produce a resource for practitioners for children and young people who have autism and require additional support but do not meet the criteria for an Education, Health and Care plan (those on School Support).

Aim 3 - To develop a pilot to deliver training to social workers

Objectives

- With reference to existing AET materials and delivery mechanisms, consult and test with principal social workers, social workers, parents/carers and social work professional bodies with regard to the potential suitability of those materials for use with social workers to determine whether and how they would need to be adapted to provide a similar and/or integrated professional development programme for the children's social work sector.

- Provide a feasibility report and recommendations (to include delivery model/structures) based on that consultation.

Aim 4 - To support a panel of young people to provide input to all the strands of work in this programme

Objectives

- Secure full engagement of YPP in AET strategic planning and work stream development/evaluation

Aim 5 - To develop and trial specific guidance for schools, teachers and exam officers on exam accommodations available to pupils with autism

Objectives:

- Develop specific guidance on exam accommodations available to pupils with autism for education providers, teachers and exam officers. This might include the use of an enhanced pupil profile that details the exam accommodations the pupil needs.
- Look at examples of mathematics and English exam papers to identify question structures, alternative wording and ways of testing knowledge that create barriers for pupils with autism and explore how those barriers can be removed, without reducing the subject challenge involved.

Aim 6 - To align practice standards with accreditation and Ofsted frameworks. To develop and maintain a progression framework to track pupil outcomes

Objectives:

- Secure alignment of AET standards and NAS accreditation processes to include describing route to accreditation for settings demonstrating commitment to AET standards
- Ensure that AET standards and processes align with Ofsted inspection requirements, where possible.
- Evaluate use of schools progression framework to inform future development and provide recommendations.

Aim 7 - To design and deliver cost-effective methods of disseminating the resources produced under this contract

Objectives:

- Develop website with enhanced quality and capabilities
- Secure improved promotion of programme and wider communications

Aim 8 - To ensure effective quality assurance and programme evaluation

Objectives:

- Commission an external evaluator to undertake five case studies to demonstrate the impact of educational settings having adopted the AET programme

- Introduce 'phase leadership groups' to:
 - Review and maintain all programme content and materials
 - Describe lead trainer and trainer requirements
 - Monitor programme participant evaluation
 - Advise re delivery strategy
- Reinforce the role of delivery 'hubs' in local quality assurance
- Commission external 'spot' monitoring of programme delivery

Aim 9 - To ensure overall delivery and project management

Objectives:

- To describe and effectively manage a project/programme delivery plan
- Ensure effective contract/performance management of staff, suppliers and delivery partners.
- Programme Board to monitor project delivery against the plan
- Provide quarterly report to DfE

Aim 10 - To operate within contract costs and ensure value for money

Objectives

- Allocate funds to work streams/procurement consistent with budget
- Ensure effective financial management/cost control
- Ensure provision of effective management information
- Respond to arising issues in timely manner
- Report to Programme Board and DfE

4 Methodology

1. Contract Requirement 1. Develop and Run a Package of Autism Training Programmes for Staff in Education Settings Statement of intended impact. To increase the number of practitioners who have undertaken autism training programmes.					
Objective	Key Performance Indicator (including target/evidence of success)	Activities/Actions	By When	Break down/itemised cost	Total cost for objective (excluding VAT)
Deliver promotional events for early years providers in each region	9 events delivered throughout year with feedback indicating 80% attendees intention to engage further in autism-focused development	Average of 2.25 events per quarter	Quarterly	£9,000 per quarter	£36,000
Improve transitional arrangements from school to college.	Model good practice with minimum five colleges and disseminate learning to all colleges in England 5 colleges to attend train the trainer for AET level 1 and disseminate to 30% of staff 2 AET Post 16 portfolio submitted for certification per college Report on learning disseminated to all colleges in England	Developmental programme with minimum 5 colleges and 10 feeder schools. All participating provisions to receive transition training 1 market place event for participating provisions Prepare report on learning for dissemination	Quarterly Report on learning completed by 31 March 2018	£20,000 per quarter	£80,000

Secure improved engagement of post 16 settings and practitioners.	Increased takeup and engagement from P16 settings and practitioners.	Establish new post 16 leadership group to undertake review Undertake review of current P16 strategy and content and produce plan describing: New engagement and delivery strategy and/or Required revision of existing materials and/or Development of new materials Pursue new delivery strategy consistent with plan Amend/produce materials consistent with plan Consult stakeholders and evaluate	30th June 2017	£10,750	£43,000
Establish four new regional networks	Networks established in North West, North East, East and South East regions with minimum of 2 network meetings per quarter.	Through contracts with existing regional delivery partners	Quarterly	£10,000 per quarter	£40,000
Deliver Tier 1 training to: 1,800 early years people 6,435 school people 1,800 post 16 people	Deliver Tier 1 training to: 450 early years people per quarter 1,609 school people per quarter 450 post 16 people per	Through existing regional delivery partners consistent with 'franchise' agreements.	Quarterly	£0	£0

	quarter. Feedback on training is 80% positive.					
Deliver Tier 2 training to: 270 early years people 1,080 school people 270 post 16 people	Deliver Tier 2 training to: 68 early years people per quarter 270 school people per quarter 68 post 16 people per quarter Feedback on training is 80% positive	Through existing regional delivery partners consistent with 'franchise' agreements.	Quarterly	£0	£0	
Deliver Tier 3 training to: 108 early years people 270 school people 108 post 16 people	Deliver Tier 3 training to: 27 early years people per quarter 68 school people per quarter 27 post 16 people per quarter Feedback on training is 80% positive	Through existing regional delivery partners consistent with 'franchise' agreements.	Quarterly	£0	£0	
Develop sustainable programme model	Develop programme model that has agreement from Business & Development Group and delivery partners.	Develop 'social franchise' model based on LEA populations. Hold 6 monthly meetings of new Business & Development Group for consultation and oversight. Consult delivery partners on emerging model	First version end 30/9/17 Final version 31/3/18	£0	£0	

2. Contract requirement 2 Supporting parents and professionals to prevent the exclusion of CYP with autism Statement of intended impact. To reduce risk of exclusion of children and young people with autism through the provision of information, advice and support.					
Objective	Key Performance Indicator	Activities/Actions	By When	Break down/Itemised cost	Total cost for objective (excluding VAT)
Provide an information and advice service to parents and education professionals to help support children who are at risk of exclusion to stay in school, supporting 1,400 parents per year.	Provide service to 1,400 parents with 90% positive responses to the following parent survey questions: 1. Do you feel the advice I was given today has helped? 2. Exclusions Advisor helped me to understand the options open to me 3. I feel able to act upon the information received from the exclusions advisor 4. I feel more knowledgeable about the exclusions process 5. The literature I received following my enquiry was helpful	Provide telephone, email and face-face support to 350 parents and education professionals	Quarterly	£17,875 per quarter	£71,500
Develop resources to help parents understand their rights, and school governors to understand their	4 parent seminars delivered to 60 parents - on their child's rights under the Equality Act 2010. Feedback shows	Consult stakeholders Scope resource content. Produce first draft Consult stakeholders	30th June 2017 30th Sept 2017	£950 £950	£3,800

duties, under the Equality Act 2010	90% positive responses. Information available on NAS website. Minimum 500 page views Resources on the Equality Act 2010 disseminated to 24,000 school governing bodies in England and Wales. Online survey questions show 90% positive response	Produce second draft Consult stakeholders Produce final resource. Implement. Secure feedback. Evaluate	31 st Dec 2017 31 st March 2018	£950 £950	
	Produce a training module on the different behaviours exhibited by children and young people with autism at home and at school, their potential to refuse school attendance and the impact of the school day on home life.	Consult stakeholders Scope resource content. Produce first draft Consult stakeholders Produce second draft Consult stakeholders Produce final training module. Implement. Secure feedback. Evaluate	30 th June 2017 30 th Sept 2017 31 st Dec 2017 31 st March 2018	£375 £375 £375 £375	£1,500
Produce a resource on successful reintegration of pupils following exclusion.	Resource produced and disseminated through AET network to 12,000 teaching professionals.	Consult stakeholders Scope resource content. Produce first draft Consult stakeholders Produce second draft Consult stakeholders	30 th June 2017 30 th Sept 2017	£375 £375	£1,500

		Produce final resource. Implement.	31 st Dec 2017	£375	
		Secure feedback. Evaluate	31 st March 2018	£375	
		Consult stakeholders Scope resource content.	30 th June 2017	£425	£1,700
		Produce first draft Consult stakeholders Produce second draft Consult stakeholders	30 th Sept 2017	£425	
		Produce final resource. Implement.	31 st Dec 2017	£425	
		Secure feedback. Evaluate	31 st March 2018	£425	
3. Contract requirement 3 Develop a pilot to deliver training to social workers Statement of intended impact. To provide feasibility report regarding the potential use of AET resources and delivery model for the children's social work sector					
Objective	Key Performance Indicator	Activities/Actions	By When	Break down/Itemised cost	Total cost for objective (excluding VAT)
With reference to existing AET materials and delivery mechanisms, consult and test with principal social workers, social workers, parents/carers and social work	Provide a feasibility report and recommendations that sets out how materials and delivery mechanisms would need to be adapted to provide a programme for the children's social work	Identify cohort of principal social workers, social workers and parents with whom to consult on issues and needs. Present existing AET training materials to cohort re suitability, necessary adaptation and secure feedback as to relevance	30 th June 2017 30 th Sept 2017	£1,500 £4,500	£12,000

professional bodies with regard to the potential suitability of those materials for use with social workers to determine whether and how they would need to be adapted to provide a similar and/or integrated professional development programme for the children's social work sector. Provide a feasibility report and recommendations (to include delivery model/structures) based on that consultation.	sector, with buy-in from sector representatives.	and/or development requirements. Deliver the training to a group of SWs as a real life test. Explore most appropriate structures and mechanisms for training delivery. Provide report and recommendations	31 st Dec 2017 31 st March 2018	£3,000 £3,000	
4. Contract requirement 4 Support a panel of young people to provide input to all strands of the programme Statement of intended impact. To ensure that autistic young people are consulted in all aspects of programme design and delivery					
Objective	Key Performance Indicator	Activities/Actions	By When	Break down/Itemised cost	Total cost for objective (excluding VAT)
To maintain a young person's panel and consult in all aspects of programme design and delivery	YPP meets four times during the year, topics cover all programme streams, with structured feedback provided to relevant partners and governance bodies.	Panel meets and is consulted re broad strategy and all programme streams	Quarterly	£3,250 per quarter	£13,000

	At year end evaluation, Young people feedback extent to which they believe they have been listened to and their views meaningfully considered.				
5. Contract requirement 5 Development and trialling of specific guidance on exam accommodations available to pupils with autism for schools, teachers and exam officers Statement of intended impact. To provide guidance to schools and exam officers re accommodation considerations for children and young people with autism					
Objective	Key Performance Indicator	Activities/Actions	By When	Break down/Itemised cost	Total cost for objectives (excluding VAT)
Develop specific guidance on exam accommodations available to pupils with autism for education providers, teachers and exam officers. This might include the use of an enhanced pupil profile that details the exam accommodations the pupil needs.	Guidance and specific recommendations re English and Maths produced. English and maths workshops held with minimum 30 attendees to support development of guidance and recommendations.	Develop project specification Appoint and engage consultant. Commence process Working group identified and methodology agreed. Select working group, recognise issues and agree workshop approach Hold workshop on wording of exam papers in English Hold workshop on wording of exam papers in Maths Publish guidance on exam accommodations. Produce guidance on good practice in accessible question-setting in English and Maths	30 th June 2017 31 st Dec 2017 31 st March 2018 31 st March 2018	£1,250 £2,500 £2,500 £1,250 £1,250	£10,000
Look at examples of mathematics and English exam papers to identify question structures, alternative wording and ways of testing knowledge that create barriers for pupils with autism and					

explore how those barriers can be removed, without reducing the subject challenge involved.		GCSE papers for exam boards			
<p>6. Contract requirement 6 Integrate the use of self-evaluation standards with accreditation processes. Develop and maintain a progression framework.</p> <p>Statement of intended impact. To secure greater alignment of AET standards with other autism accreditation processes and Ofsted frameworks/processes. To review the use of current progression framework to inform future use in other phases.</p>					
Objective	Key Performance Indicator	Activities/Actions	By When	Break down/Itemised cost	Total cost for objective (excluding VAT)
Alignment of standards and accreditation processes.	Mapping of AET and NAS accreditation standards complete to include contributions from both AET and accreditation stakeholders. (minimum 20% users of both service)	Engage with NAS to secure mutual understanding and agreement as to project outcome to include how commitment to AET standards could provide 'short track' to accredited status.	30 th June 2017	£500	£2,000
		Undertake mapping of AET standards against NAS accreditation standards. Consult with stakeholders over arising issues.	30 th Sept 2017	£500	
		Describe model for aligning settings' commitment to AET standards with accredited status. Consult with stakeholders of both programmes.	31 st Dec 2017	£500	
		Describe final model for	31 st March 2018	£500	

Ensure that AET standards and processes align with Ofsted inspection requirements, where possible.	Ofsted expresses understanding and support of use of AET standards in driving school improvement	Implementation in 2018/19 Appoint consultant	30 th June 2017	£1,250	£5,000
Evaluation of use of schools Progression Framework to inform future development	Report provided on model to inform application in early years sector to include feedback from current delivery partners and 10 schools as to both positive and negative attributes.	Engage with Ofsted policy team to agree process	30 th Sept 2017	£1,250	
		Continue dialogue with Ofsted	31 st Dec 2017	£1,250	
		Agree mutual position and report	31 st March 2018	£1,250	
		Appoint contractor Develop project specification	30 th June 2017	£2,500	£10,000
		Review and evaluate current use of framework in schools	30 th Sept 2017	£2,500	
		Develop first draft of model for use in early years settings and consult with stakeholders	31 st Dec 2017	£2,500	
		Deliver final proposal for model of framework for use in early years settings.	31 st March 2018	£2,500	
7. Contract requirement 7 Provide access for families and professionals to the resources produced under this contract Statement of intended impact. To improve on-line access to information and resources. To improve promotion of the programme.					
Objective	Key Performance Indicator	Activities/Actions	By When	Break down/Itemised cost	Total cost for objective (excluding VAT)
Develop website with enhanced quality and capabilities	Website with enhanced quality and capabilities implemented with 80% positive feedback from the evaluation.	Develop specification for upgraded or new website to support improved access for stakeholders/user and potential ecommerce activity (i.e. product	30 th June 2017	£11,250	£45,000

		sales, subscription services) Undertake procurement process with potential suppliers. Award contract	30 th Sept 2017	£11,250	
		Develop first version of website. Consult with stakeholders. Robust testing. Produce second version	31 st Dec 2017	£11,250	
		Develop second version. Consult with stakeholders Robust testing. Final commissioning	31 st March 2018	£11,250	
		Evaluation and final sign off	30 th June 2017	£5,000	£20,000
Secure improved promotion of programme and wider communications	Implement marketing/comms strategy with 80% positive feedback from evaluation.	Engage and secure in-house or outsourced marketing and communications capacity Develop and implement marketing/comms strategy			
		Implement marketing/comms strategy	30 th Sept 2017	£5,000	
		Implement marketing/comms strategy	31 st Dec 2017	£5,000	
		Implement and evaluate marketing/comms strategy	31 st March 2018	£5,000	

8. Contract requirement 8 To ensure effective quality assurance and programme evaluation Statement of intended impact. To maintain high quality programme delivery and undertake quality/impact evaluation.					
Objective	Key Performance Indicator	Activities/Actions	By When	Break down/Itemised cost	Total cost for objective (excluding VAT)
Undertake QA observations on risk-basis	20 training delivery observations undertaken throughout the year with provision of objective report.	5 observations of training delivery undertaken each quarter to reflect status/risk of delivery partner/s. Report to support contract management of partners.	Quarterly	£0	£0
Commission external evaluation through five case studies	5 case studies undertaken throughout the year and final report presented. Evaluation to analyse the impact of adoption of the programme and associated learning.	Develop project specification. Identify case study partners. Describe methodology	30 th June 2017	£5,000	£20,000
		Commence case studies Provide interim report	30 th Sept 2017	£5,000	
		Continue case studies	31 st Dec 2017	£5,000	
		Finalise case studies. Provide year end report	31 st March 2018	£5,000	
Improved data management and presentation	Method of collecting, collating and presenting key performance data achieved shown to be more efficient through evaluation.	Develop project specification Undertake procurement process with potential suppliers. Award contract	30 th June 2017	£6,250	£25,000
		Develop first version of resource Consult with stakeholders. Robust testing. Produce second version	30 th Sept 2017	£6,250	
		Develop second version. Consult with stakeholders Robust testing.	31 st Dec 2017	£6,250	

	Final commissioning	31 st March 2017	£6,250	
Materials and resources regularly reviewed and updated	All materials and resources reviewed and updated on risk basis but not less than three-yearly	Rolling programme of review and update. We expect early years materials to require significant update this year.	Quarterly	£6,250 per quarter £25,000
9.Contract requirement 9 To ensure overall delivery and project management Statement of intended impact. To ensure delivery of the contract is effectively governed and managed				
Objective	Key Performance Indicator	Activities/Actions	By When	Break down/furnished cost
Implement governance and participation arrangements	Programme Board meets quarterly and provides effective governance. Phase leadership & Business and Development groups meet twice yearly and provide effective oversight	1 X programme board per quarter and 2 X leadership & Business and Development groups per year	Quarterly	£7,500 per quarter £30,000
Employ staff to manage contract	Appropriate staff employed to provide effective contract management	Maintain staffing	Quarterly	£48,750 per quarter £195,000
Host organisation accommodation, services and overheads	Contract management effectively hosted and supported	Maintain accommodation and services	Quarterly	£8,750 per quarter £35,000
Programme Fixed costs			Quarterly	£6,000 per quarter £24,000
Total cost for objective (excluding VAT)				

Schedule 2

1 Table

Task	Cost	Total	Invoice date
Early Years Promotional Events	£3,000	£62,500	31/4/17
Transition from school to college programme	£6,667		
Revised P16 content and delivery	£3,583		
Regional networks	£3,333		
Advice and Support to Parents & Professionals	£5,958		
Equalities Act Guidance	£317		
Module on behaviours exhibited at home and at school.	£125		
Resource on successful reintegration of pupils following exclusion	£125		
Resource re pupils without an EHCP	£142		
Social Work Pilot	£1,000		
Young Persons Panel	£1,083		
Exam Accommodations Project	£833		
Alignment with Accreditation Programme	£167		
Alignment with Ofsted	£417		
Development of Progression Framework	£833		
Website development	£3,750		
Promotion and communications activity	£1,667		
Programme evaluation	£1,667		
Materials Review	£2,083		
Management Information Development	£2,083		
Programme management and delivery	£23,667		
Detail as above	£62,500	£62,500	31/5/17
Detail as above			
Provide quarterly report.	£62,500	£62,500	30/6/17
Detail as above	£62,500	£62,500	31/7/17
Detail as above.	£62,500	£62,500	31/8/17
Detail as above.			
Provide quarterly report.	£62,500	£62,500	30/9/17
Detail as above	£62,500	£62,500	31/10/17
Detail as above.	£62,500	£62,500	30/11/17
Detail as above.			
Provide quarterly report	£62,500	£62,500	31/12/17
Detail as above.	£62,500	£62,500	31/1/18
Detail as above	£62,500	£62,500	28/2/17
Detail as above			
Provide year end report.	£62,500	£62,500	31/3/18
Grand Total		£750,000	

31st March 2017

The above prices are inclusive of VAT

- 2 Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be prepared by the Contractor monthly on the invoice dates specified in the Table in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor 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 Department within the terms of another contract.
- 6 Invoices shall be sent, within 30 days of the end of the month to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool FY5 3TA, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (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 goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 7** The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8** If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9** On completion of the Service or on termination of this Contract, the Contractor 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.
- 10** The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 11** It shall be the responsibility of the Contractor 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 Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule 2

Schedule 3

1 TUPE

- 1.1** During the period of six months preceding the expiry of the Contract or after the Department has given notice to terminate the Contract or the Contractor stops trading, and within 20 working days of being so requested by the Department, the Contractor shall fully and accurately disclose to the Department for the purposes of TUPE all information relating to its employees engaged in providing Services under the Contract, in particular, but not necessarily restricted to, the following:
- 1.1.1** the total number of staff whose employment with the Contractor is liable to be terminated at the expiry of this Contract but for any operation of law; and
 - 1.1.2** for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of employed staff do not have to be given); and
 - 1.1.3** full information about the other terms and conditions on which the affected staff are employed (including but not limited to their working arrangements), or about where that information can be found; and
 - 1.1.4** details of pensions entitlements, if any; and
 - 1.1.5** job titles of the members of staff affected and the qualifications required for each position.
- 1.2** The Contractor shall permit the Department to use the information for the purposes of TUPE and of re-tendering. The Contractor will co-operate with the re-tendering of the Contract by allowing the Transferee to communicate with and meet the affected employees and/or their representatives.
- 1.3** The Contractor agrees to indemnify the Department fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 1.1.
- 1.4** The Contractor agrees to indemnify the Department from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee of the Contractor on any date upon which the Contract is terminated and/or

transferred to any third party ("Relevant Transfer Date") arising out of their employment or its termination provided the grounds for such claim or claims arises or arise before the Relevant Transfer Date.

- 1.5 In the event that the information provided by the Contractor in accordance with Clause 1.1 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify the Department of the inaccuracies and provide the amended information.
- 1.6 The provisions of this Schedule shall apply during the continuance of this Contract and indefinitely after its termination.

