



Foreign &
Commonwealth
Office

UK NARIC, ECCTIS Ltd
Oriol House,
Oriol Road, Cheltenham
GL50 1XP

Attn: Mrs Lisa Collet
Via Bravo Portal

Date: 27th October 2016
ITT ref: project_999 / itt_1362
Contract ref: CPG/1384/2016

Dear Supplier,

Award of contract for the supply of a Scoping Study in to the Early Years Education Sector within China

Following your tender/ proposal for the supply of a Scoping Study in to the Early Years Education Sector within China to **UK NARIC, ECCTIS Ltd**, we are pleased to award this contract to you.

This letter (Award Letter) and its [Annex/Annexes] set out the terms of the contract between **The Foreign & Commonwealth Office as represented by the British Embassy Beijing** as the Customer and **UK NARIC, ECCTIS Ltd** as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at **the Supplier's premises and/or a third party's premises as requirements determine.**
- 2) The charges for the Services shall be as set out in Annex 2, which consists of the commercial component of the Supplier's tender submission.
- 3) The specification of the Services to be supplied is as set out in Annex 3
- 4) The Term shall commence on **28th October 2016** and the Expiry Date shall be **10th February 2017 unless extended or subject to early termination**].
- 5) The address for notices of the Parties are:

Customer

**British Council, Cultural and Education Section
British Embassy 4/F Landmark Building Tower 1
8 Dongsanhuan Beilu, Beijing
10004 China**

Supplier

**UK NARIC, ECCTIS Ltd
Oriol House,
Oriol Road, Cheltenham
GL50 1XP
Attention: Mrs Lisa Collet**

Attention: **Mrs Aoife Garrigan**

Email: lisa.collett@naric.org.uk

Email: Aoife.Garrigan@britishcouncil.org

6) The following persons are Key Personnel for the purposes of the Agreement:

See Appendix A - tender submission from the Supplier, which includes the named individuals identified as the project team

7) For the purposes of the Agreement the Staff Vetting Procedures/data security requirements/equality and diversity policy/ and environmental policy will be deemed to be as per industry best practice.

8) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

9) The Authority may elect to pay for the services by invoice, Government Procurement Card or such other method as the Parties may agree. Within 10 working days of receipt of your countersigned copy of this letter, we will agree which payment method will be used.

10) If the Parties agree to adopt payment by invoice, then all invoices must be sent, quoting a valid purchase order number (PO Number), to **the address identified during initial meetings**. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

11) It is understood that this contract will not be subject to UK VAT for the following technical reason:

The supply would be B2B (Business to Business), this is accepted by HMR&C (FCO is VAT registered). Public Notice 741A “Place of Supply of Services” applies (Link to 741A http://customs.hmrc.gov.uk/channelsPortalWebApp/channelsPortalWebApp.portal?_nfpb=true&_pageLabel=pageVAT_ShowContent&id=HMCE_PROD1_029955&propertyType=document)

- Para 2.1 establishes an outside the Scope of UK and EC VAT for a supply of services that is made outside the EC
- Para 3.6.1 Recipient with more than one establishment – An embassy is such an establishment.

On this basis there is no question that the supply is outside the scope of UK and EC VAT
The above is unchanged by who administers the invoices and payments etc.

Liaison

12) For general liaison your contact will continue to be **Aoife Garrigan** as per details above or, in their absence, **Mrs Echo Wang – Echo.Wang@britishcouncil.org.cn**.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter *via the Bravo Portal messaging system*. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of Foreign & Commonwealth Office

Name: *Andrew Fisher / Regional Head of Procurement*

Signature: 

Date: *28/10/2016.*

We accept the terms set out in this letter and its [Annex/Annexes], including the Conditions.

Signed for and on behalf of *UK NARIC, ECCTIS Ltd*

Name: *[insert name / insert job title] Dr. Cloud Bai-Yun, Managing Director*

Signature: 

Date: *28/10/16*

Index

1	Interpretation	12	Freedom of Information
2	Basis of Agreement	13	Protection of Personal Data and Security of Data
3	Supply of Services	14	Liability
4	Term	15	Force Majeure
5	Charges, Payment and Recovery of Sums Due	16	Termination
6	Premises and Equipment	17	Compliance.
7	Staff and Key Personnel	18	Prevention of Fraud and Corruption
8	Assignment and Sub-Contracting	19	Dispute Resolution
9	Intellectual Property Rights	20	General
10	Governance and Records	21	Notices
11	Confidentiality, Transparency and Publicity	22	Governing Law and Jurisdiction

1 Interpretation

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
- “Authority” means the Secretary of State for Foreign and Commonwealth Affairs and includes the Authority's Representative. In this Contract, the Authority is acting as part of the Crown.
- “Authority's Representative” means the individual authorised to act on behalf of the Authority for the purposes of the Contract.
- “Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;
- “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;
- “Charges” means the charges for the Services as specified in the Award Letter;
- “Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Customer” means the person named as Customer in the Award Letter who is the “Authorities Representative”;
- “DPA” means the Data Protection Act 1998;
- “Expiry Date” means the date for expiry of the Agreement as set out in the Award Letter;
- “FOIA” means the Freedom of Information Act 2000;

“GPC”	means the Government Procurement credit card used for purchasing and/or making payment;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to

the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services, the Supplier shall:

3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2 The Contractor shall add VAT to the Agreement Price at the prevailing rate as applicable.

5.3 The Authority may elect to pay for the services by invoice, Government Procurement Card or such other method as the Parties may agree. To enable the Customer to verify the accuracy of the charges, the Supplier shall provide supportive information as the Customer requires, including a breakdown of the Services supplied.

5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the charges no later than 30 days after verifying that the charge is valid and undisputed. If paying by invoice, a valid Purchase Order Number is required.

5.5 If the Customer fails to consider and verify a charge in a timely fashion the charge shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

5.6 The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

5.7 If there is a dispute between the Parties as to the amount charged, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

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

5.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

5.9.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and

- 5.9.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
- 5.9.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer’s premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and

- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
 - 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:
 - (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - (b) any request for personal data; and
 - 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.
- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
 - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
 - 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
 - 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
 - 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has

under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction will not (and will not be construed so as to) limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, nor will the taking of proceedings by the Authority in any one or more jurisdictions preclude the taking of proceedings by the Authority in any other jurisdiction, whether concurrently or not.

1 SOLE REIMBURSEMENT

- 1.1 The prices stated in this Section 3, constitute the only amounts payable by the Authority to the Contractor for providing the Services as detailed in the Terms of Reference. The prices shall include all costs and expenses incurred either directly or indirectly by the Contractor in providing the Services.

2 CONTRACT PRICE

- 2.1 This is a *Fixed Price* contract and will consist of the details as indicated in the following table
- 2.2 Should they be required to do so, the Contractor undertakes to make all best efforts to ensure that all Equipment and services purchased by the Contractor on behalf of the Authority is purchased at the best possible market price, in line with the Authority's requirements to ensure "value for money". For the purpose of this Contract, value for money is defined as the optimum combination of whole life costs and quality to meet the Authority's requirements.
- 2.3 Where the Contractor is arranging for travel, accommodation and subsistence as part of the delivery for this project the Contractor should be reminded that spending of Public Funds should be focused on value for money. Where possible the Contractor should look to base expenditure on the following:
- (a) All journeys by Rail or Air made by a class of travel that is no more than Standard / Economy.
 - (b) Hotel accommodation should be justified on the basis of Value for Money, with costs kept to a minimum.
 - (c) Receipts must be retained for all expenses you intend to charge for.

3 CONTRACT PRICE ADJUSTMENT

- 3.1 Any adjustment in contract price needs to be agreed in advance by both parties and in writing by way of a variation and must be backed up with sound commercial data.

4 VALUE FOR MONEY

- 4.1 The Contractor undertakes to make all reasonable efforts to ensure that all goods and Services purchased in support of this Contract are purchased at the best possible market price, in line with the Authority's requirements to ensure 'value for money'. For the purpose of this Contract, 'value for money' is defined as the optimum combination of whole life costs and quality to meet the Authority's requirements.

5 INVOICING AND PAYMENT

- 5.1 Payment will be made by the Authority in accordance with this Conditions of Contract.
- 5.2 The Contractor must be able to submit a PDF copy of their invoice to an email inbox address when required. Each invoice shall contain all appropriate references; including an appropriate PO number, a detailed breakdown of the Services and the appropriate Prices or Rates and shall be

supported by any other documentation required by the Authority's Representative to substantiate the invoice.

- 5.3 Unless otherwise stated payment will be made within 30 days of receipt and agreement of a valid invoice, **submitted in arrears and submitted for successful completion of each and every output as detailed in the Statement of Service Requirements and broken down in the following table to the satisfaction of the Authority.** For the avoidance of doubt, all costs and expenses for Services performed by the Contractor and not agreed to by the Authority will be borne by the Contractor and not included in any invoice.

- 5.4 The Authority shall pay any applicable Value Added Tax on the Contract Price at the rate and in the manner prescribed by law provided that the Contractor shall provide the Authority with a Value Added Tax invoice to enable, where possible, the Authority to reclaim or obtain a refund of the Value Added Tax from HM Revenue & Customs and such invoice shall be provided by the Contractor in the format and within the timescales as will enable the Authority to comply with the law or obtain such refund.



TERMS OF REFERENCE – EARLY YEARS EDUCATION

SUMMARY OF REQUIREMENT

1. The British Council and Foreign and Commonwealth Office (FCO), seeks to appoint a supplier to conduct a scoping study that will deliver clear, robust and evidenced recommendations in the area of Early Years Education. The aim is to identify the potential in these areas for Prosperity funding to support education reform in China, as well as potential opportunities and benefits for UK engagement, including trade and investment opportunities.

BACKGROUND

2. In September 2015, the UK announced the creation of a new £1.3 billion, Cross-Whitehall Prosperity Fund. The Fund's primary purpose is to promote inclusive economic growth and poverty reduction, in accordance with Official Development Assistance rules and the International Development Act. The Fund's secondary objective is to strengthen UK trade and investment opportunities around the world. The UK government is looking to identify and support programmes and projects which meet both the Fund's primary and secondary objectives.
3. Engagement and partnership with China will be an important part of the Prosperity Fund's work, and the education sector will be one such area of partnership focus. The UK has already made great strides in positioning itself as a key partner for China across higher, vocational, and basic education. This is recognised by the UK-China Education Framework Agreement dated September 2015 and the strong outputs achieved to date: growth in student exchange; high-quality institutional partnerships; and education exports.
4. However, the market for UK education still has potential to grow. China's latest 13th Five-Year Plan (2016-2020) provides the opportunity for the UK, with investment support, to fully embed itself as China's partner of choice over the long-term. China's clearly-stated ambitions position education at the heart of China's development and reform policy, by providing the workforce of tomorrow to maintain economic growth while rebalancing the economy towards a more services-driven, advanced industrial society. China's specific priority areas for economic growth, and reform needs in terms of skills, institutions and systems, play particularly well to the UK's strengths.
5. With a focus on creating a sustainable platform for UK-China education partnerships over the long-term, activity under the Prosperity Fund education programme 2016-17 will be primarily based around (i.) pilot projects; and (ii.) scoping studies. Pilot projects



will be led by the education sector itself: institutions individually and collectively, supported by wider sector bodies where needed and working in tandem with the priority UK industries they will support, and partnering with China's government, institutions and industry. The purpose of these scoping studies will be to analyse and evaluate the potential intervention options in two areas of education, to best support China's reform ambitions over the next five years.

6. These pilot projects and scoping studies will inform the design and development of activity in a prospective, multi-million pound Prosperity Fund education programme in China over subsequent years of the Fund (2017-21).
7. The Prosperity Fund in China education programme 2016-17 is being jointly managed by the British Council and the Foreign and Commonwealth Office (FCO) in Beijing, hereinafter referred to as "the Project Team".

EARLY YEARS EDUCATION

Context and details of the requirement:

8. Early years education is a growing market area. The National Health and Family Planning Commission forecasts that the number of new born babies will increase by 3 million per year, over the next five years. In addition, the Chinese Government has set a target of 85% enrolment in education for 3-6 year olds by 2020 in the 13th Five-Year Plan. Additionally, there is an increasing demand from the growing Chinese middle class who are keen to provide their children with the best education and are attracted to Western education systems.
9. In order to cater for the demand both in capacity and quality, the central and municipal government investment in early years education reached 80 billion RMB in 2015, and is expected to increase¹. The government has also encouraged private investment in early years provision and supports the opening of private nursery and kindergartens. This, coupled with the relative under-development of early years education in China, may present opportunities for the UK to support China with this transformation.
10. We are commissioning a scoping study to identify feasible opportunities available to the UK to work with the Chinese Government and education sector to support these reforms and to identify the capacity of the UK sector to support Chinese reform and to scope the available commercial opportunities.

Details of the requirement

- i. understand the market

¹ *National Health and Family Planning Commission of the PRC and Ministry of Education*



- a. analyse the current Chinese early years market in terms of levels of expertise and market segmentation, including the market size and its expected growth over the next five years, and emerging trends, key market players and current price points
 - b. summarise the regulatory environment for foreign operators in the early years education sector
- ii. understand the sector
- a. clarify the current reform priorities in this area in China, and the support (e.g. financial) being provided to deliver on that
 - b. analyse how far the priority reform areas are strengths of the UK's expertise in early years education
 - c. conduct competitor analysis (countries and international brands)
- iii. assess the opportunities
- a. identify suitable commercial and development opportunities for the UK in terms of early years education, curricula, pedagogy, education technology products, teacher training and branding to China
 - a. assess and quantify the educational and economic benefits the interventions could aim to create
 - b. identify priority markets for pilots
 - c. identify potential risks and mitigation measures
 - d. make a set of recommendations on engagement strategy, including
 - strategic priorities
 - possible road map leading to step changes
 - impact targets and performance indicators
 - assessment criteria of scalability and sustainability
 - key approach and potential implementing bodies
 - assumptions and risks

Deliverables

1. An **inception report**, refining the methodology proposed in the technical proposal, with an updated work-plan and a preliminary list of interviewees. The approval of the inception report will trigger the first payment, per Annex 2 "Schedule of Prices & Rates" **and must be delivered within 2 weeks of contract commencement.**
2. A **presentation to the Project Team** in Beijing (by teleconference or in person) after the first round of consultations and desk review: this will provide the service provider with the opportunity to test some initial ideas about possible major work streams. The second payment per Annex 2 "Schedule of Prices & Rates" will be due on completion of this deliverable. **The second deliverable is to be completed within 6 weeks of contract commencement.**



3. **A presentation to the Project Team** (by teleconference or in person) in Beijing of the main conclusions, recommendations and key supporting evidence to be presented in the comprehensive scoping study. The third payment per Annex 2 “Schedule of Prices & Rates” will be due on completion of this deliverable. **The third deliverable is to be completed within 8 weeks of contract commencement.**
4. **A comprehensive scoping study report** detailing specific findings to the specific requirements set above for each priority study area. Any recommended actions must meet both the primary aim of the Primary Fund to promoting inclusive economic growth and poverty reduction, and secondary objective of opening up opportunities for which the education sector and UK businesses can compete. It should cover the “Details of the Requirement” above. The final payment per Annex 2 “Schedule of Prices & Rates” will be due on approval of the final scoping study report. **The fourth and final deliverable is to be completed within 15 weeks of contract commencement.**

TIMEFRAME

Timeframe and submission

The intention is to sign the contract for each of the scoping studies no later than 28 October 2016, so that completion of all outputs and submission of report is occurs no later than 10 February 2017.

We expect the supplier to share the methodology including the questions and templates used to gather data. The Project Team will work with the supplier(s) as an advisory body throughout, finalising the scope.

REPORTING STRUCTURE, LOGISTICS AND OTHER ARRANGEMENTS

The supplier will report to the Project Team, based at the British Council Beijing office. The service provider will also appoint a member of staff to liaise with the Project Team in China on contract management issues.

In terms of logistics, the supplier will work independently in setting up their own meetings with key stakeholders, arranging transport etc. Where appropriate, the Project Team in China may assist in accessing government agencies or other key, senior stakeholders if this should prove necessary.

DUTY OF CARE

The supplier(s) is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property. FCO will share available information with the supplier(s) on security status and developments in-country where appropriate.



The supplier(s) is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive a briefing as outlined above. Travel advice is also available on the FCO website and the supplier(s) is responsible for and must ensure they (and their Personnel) are up to date with the latest position.

Suppliers must develop their Tender on the basis of being fully responsible for Duty of Care. They must confirm in their Tender that:

- They fully accept responsibility for Security and Duty of Care.
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

Acceptance of responsibility must be supported with evidence of capability (no more than two A4 pages and the Project Team reserves the right to clarify any aspect of this evidence).

In providing evidence the supplier(s) should consider the following questions:

a) Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by the Project Team)?

b) Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?

c) Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?

d) Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?

e) Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?

f) Have you appropriate systems in place to manage an emergency / incident if one arises?

1 – Understanding of brief and knowledge of subject matter

Thorough understanding of the Authority's Requirement

In accordance with the Terms of Reference provided by the British Council and Foreign and Commonwealth Office (FCO), UK NARIC understands that this project will provide a scoping study, resulting in a clear evidence-base regarding the potential for UK engagement with the Chinese Government and education sector to support the desired reforms in the early years sector. UK NARIC understands that China has identified the early years sector as a key area for reform, and that the Authority requires that the scoping study also identify the UK early years sector's capacity to engage in this area of work, and the availability of commercial opportunities for the UK early years sector in China.

The requirements are addressed through specific elements of the scoping study. The authority's requirements will be addressed through, firstly, the analysis of the current Chinese early years market; this will include an analysis of the size, segmentation and expected growth of the market (over the next five years) as well as a review of emerging trends, key stakeholders within the sector at present and price points for the delivery of early years sector services. UK NARIC also understands the importance of summarising the current legal framework for foreign providers of education sector services in China, to ensure the identification of relevant potential opportunities. The analysis will ensure a sound basis for identifying the potential areas for UK engagement.

The next phase will focus on understanding the key areas for reform in the early years sector in China, and how support for the delivery of these reforms is being provided (in particular, through funding programmes and other financial support), as well as comparing those key areas to the UK's strengths with regards to early years education. A competitor analysis, reviewing how these strengths compare to international brands and to other country's expertise, will also inform a strategic approach to engagement in the Chinese market.

The final phase of the scoping study will assess the viable opportunities in China for UK stakeholders. This will include identifying those areas where the UK could seek commercial and development opportunities, and how these opportunities could benefit the sector both in economic and educational terms. This will look at curriculum development, teacher training, the provision of educational technology solutions, and further branding of these exports in the Chinese market. These options will be assessed in terms of the educational and economic benefits which would be created through engagement in the Chinese market. Further to this, suitable markets for pilots would be identified during this phase to assess the capacity of the opportunities to meet the reform requirements, taking into consideration any identified risks and mitigations. For this phase to result in success, it will be crucial to identify opportunities for the sector to engage with the proposals, in order to ensure that the recommendations are taken on board and supported.

Finally, the study will deliver recommendations on a strategy for UK engagement in the Chinese early years sector, to include the strategic priorities for engagement; a road map for step changes; impact targets and performance indicators for the relevant opportunities pursued; assessment criteria of scalability and sustainability; key approaches; potential bodies to implement the strategy; and a thorough review of the assumptions and risks inherent in the strategy.

Evidence of knowledge in the subject matter in the UK

Early childhood education in the UK encompasses children aged birth to five. Education is a devolved responsibility in the UK and thus falls under the appropriate authorities in England, Wales, Northern Ireland and Scotland. There are statutory frameworks for early years professionals and organisations in each of the devolved administrations. In support of the frameworks are lists of approved UK qualifications. Each qualification directly reflects the occupational standards required to work in the UK, ensuring the learning outcomes of each award are appropriate to the level and type of role that the programme leads to.

The Early Years Foundation Stage (England) and Framework (Scotland) governs what children should learn in their early years setting before they are five years old. The settings are regulated, monitored and inspected by the Office for Standards in Education, Children's Services and Skills (Ofsted). Ofsted ensure appropriate ratios are maintained, and the provision is suitable. All reports are published to ensure transparency in the processes.

In England all 3 to 4 year olds are entitled to 570 hours of free early education, and for low income families this provision is extended to 2 year olds. In Scotland, 3 to 4 year olds are entitled to 600 hours per year, whilst 2 year olds from low income families are also eligible, as are 2 year olds looked after by guardians. In Wales, 3 to 4 year olds are entitled to 10 hours a week, and in Northern Ireland 3 to 4 year olds are entitled to 475 hours of free early education per year.

UK NARIC has been involved in advising on international early years qualifications for the UK regulators in the early years sector since 2001 and currently provides a tailored benchmarking service for the National College for Teaching and Leadership in England, who set the standards for early years educators in England. In this work, UK NARIC has been involved in the periodic review of the early years sector standards, to ensure quality and standards are maintained and developed accordingly. The most recent review (Nutbrown, 2012) has seen an additional requirement for early years educators to hold GCSE's in English and Mathematics at Grade C or above, with the view to further strengthening the quality of early years provision in England. This combined with UK NARIC's expert insight into international approaches to early years education, positions us well to conduct this scoping exercise.

Evidence of knowledge in the subject matter in China

Since the 1980s and the introduction of the reform and open-up policy that China adopted, and has since followed, the education system has seen the emergence of numerous Western philosophies and approaches to education, including (but not limited to) Montessori, Reggio Emilia, Project and Dewey. These approaches are focussed on student initiated and centred learning, a juxtaposition of China's traditional teacher-led, whole class, rote-learning approach. The literature (Zhu, 2015, Li and Rao, 2000 and 2005, Liu and Fen 2005 and Wang and Wong, 2011) discusses in detail the gap between the policy (as laid out in the State Education Commission's 1989 *Regulations on Kindergarten Management* and *Rules on Kindergarten Routines*) which advocates the adoption of a child initiated, play oriented progressive curriculum, and the actual practice by teachers in schools. There is much debate on the appropriateness of these Western philosophies in the Chinese cultural context, where conformity, discipline, self-control and academic achievement are highly valued. Add to this scenario high parental investment and subsequent expectations in a nation with a one-child policy, and the difficulty of teachers already managing large class

sizes, with limited resources and a results oriented education system, and it is clear to see why change and reform in this area has been difficult to achieve. These difficulties were acknowledged by the national government and as a result the Ministry of Education (which replaced the State Education Commission in 1998) published the *Guidance for Kindergarten Education of imported Western ideologies in the provision of Early Childhood Education* (ECE) in 2001. This provided solutions on how to implement reform in the very real context of Chinese classrooms; however, with no real investment in teacher training and with over 50% of staff working in ECE in 2005 without any further education or professional training, it is clear to see the problems in achieving any real change.

Up to 2010, there was very little investment in ECE (only 1.24 -1.44%¹ of total annual educational investment in China) and the participation or enrolment rates for ECE were only just over 50% in 2009. The small amount of investment in this period saw a decline in public provision (from 60 to 40%) and a rise in private provision (from 40 to 60%) with no quality monitoring system in place for private service providers.

In 2008, the Chinese People's Political Consultative Conference (CPPCC) held a public consultation on the development of a new national strategy with education at its core. It was on this basis that the National Plan for Medium and Long-Term Education Reform and Development 2010-2020 was developed, with specific reference to Early Childhood Education (ECE), identifying the following actions:

- (i) Create better access to ECE (ages 3-6 years) nationwide
- (ii) Review current teaching methods to ensure the development of happy healthy children
- (iii) Provincial Government is to be responsible for the management of ECE Services (particularly in rural areas)
- (iv) Programme standards and accreditation need to be established
- (v) Teacher quality and training to be reviewed considering both professional development and qualification programmes
- (vi) Teacher salaries and working conditions need to be established and protected by law

To support the implementation of the plan, the China State Council issued Document 41#, "Issues Regarding Current Development of Early Childhood Education". In this document, programme development, teaching capacity and standards in ECE were also discussed and the strategy required every province in the nation to draft a three-year action plan to support the implementation of the policy and address the issues outlined in Document 41#. Each plan is required to include four key components:

1. Current conditions, problems and challenges in the provision of ECE
2. Goals and tasks for the development of ECE over the next three years
3. Main strategies for the following areas:
 - a. Increasing Public ECE enrolment
 - b. Support of Private ECE Programmes
 - c. Financial support for ECE
 - d. Teacher Training and Conditions of employment
 - e. Clarification of responsibilities

¹ Zhou Xin, *Early Childhood Education Policy Development in China, May 2011* Volume 5 Issue 1 International Journal of Child care and Education Policy pp29 - 39

4. Important ECE Projects that may be undertaken over the next three years.

All provinces made a series of pledges to increasing enrolment and the number of public programs that will be made available by certain years, and in line with appropriate quality standards. The approach to teacher training and capacity building, and how these new initiatives will be funded, vary considerably. What is clear is that there has been an increase in enrolment:

Ministry of Education, China	# of Students Enrolled in Kindergarten	# of Kindergartens
2007	23,490,000	129,100
2014	40,500,000	209,881

The success in the implementation of the policy in terms of curriculum reform, and teacher training and quality monitoring, will be areas that the scoping exercise will be keen to explore. This, alongside understanding more clearly the potential impact of the recent announcement of the Second-Child Policy in late 2015 on current and planned provision of ECE in the context of the 13th five year plan target of 85% enrolment in ECE by 2020 will inform the potential opportunities to UK stakeholders in this area.

2 – Methodology

To fulfil the three requirements and four deliverables required by this piece of work, a clear and structured methodology is necessary, combined with a strong project management approach to ensure the deliverables are completed to a high standard and in a timely manner. A combination of desk-based research and analysis, primary research in questioning key stakeholders and analysing the responses, and drawing together conclusions and innovative recommendations from the analysis will ensure the aims of the study are achieved. UK NARIC will be partnering with the Matilda Academy an Early Childhood Education Provider in China to support the primary research and ensure the gathering of appropriate data. UK NARIC also has a number of Chinese speakers in house who will be relied upon to support the desk-based research.

Requirement 1 – Understand the Market

UK NARIC will carry out desk-based research to understand the ECE market in China from an international perspective against a set of criteria, which will seek to provide a clear picture of the current strengths and weaknesses within the sector, and will form the basis of the later analysis. During this phase, it will be important to identify and review previous studies on the Chinese early childhood education provision, as well as the current state of play within the sector. It is this initial phase of work that will support the development of the inception report (Deliverable 1), enabling the project team to refine and develop the methodology, assign the specific tasks and begin the initial desk based research, as well as identifying initial potential interviewees for the study.

UK NARIC has Chinese speakers in house who will conduct specific stakeholder interviews, support the desk based research to identify appropriate statistics, and progress reports in the public domain relating to the implementation of the national plan. We will also be subcontracting local experts through our informal association with the Matilda Academy, a local ECE trainer and provider. Matilda will provide their own insight as an ECE provider and their local experts will be able to support the research in carrying out selected in-country stakeholder interviews and the desk based-research to enable us to understand the true size of the Chinese early education market, its projected growth over the next five years (taking into account the expected rise in population size), the key market players across China, and the current price points. The study will also identify any emerging trends in the sector with regards to the progress in the implementation of the 13th Five-Year Plan for ECE, which will inform the overview of the regulatory requirements in place, such as current staff: child ratios and the expected standards that should be achieved. In short, desk-based research will be combined with surveys and interviews where appropriate.

Once the data is collated, UK NARIC will review and analyse to develop a comprehensive report on the current market. Use of this file will ensure a thorough understanding of the status of the market, building a clear picture of the approach to ECE. The analysis of this data will assist in understanding the key aims of the proposed reform in practical terms and identifying clear areas of concern for achievement of the goals of 2020.

It will also be important to understand the current provision by overseas operators, what forms this takes its interaction with Chinese government, the regulations, issues they have needed to overcome and any impact on achieving the national plan. To support this UK

NARIC will identify case studies that can be used to inform the strategies of those considering investment and development into this market area.

Requirement 2 - Understand the Sector

A clear understanding of the sector will be vital in order to carry out the third requirement, with a particular view to understanding the reform priorities identified by the Chinese authorities, on a provincial basis and what financial support is available at that level to take this reform forward.

Due to the scope of the study, it will be necessary to prioritise the 34 provinces, identifying those that can offer tangible and realistic opportunities for development. It is acknowledged that each province will have different priorities, and therefore on this basis the initial research will focus on the identification of the provincial plans for Early Childhood Education Development. A review and analysis of the provincial plans will be undertaken to identify how engaged the individual provinces are in the Early Childhood Education sector and what provisions are currently in place in terms of funding, teacher training, quality monitoring and review of provision and how aligned these are with the UK's expertise. In understanding the provincial priorities, the report will further inform UK stakeholders as to where geographically the provision of support and capacity building, would be well received.

UK NARIC's unique position in the evaluation of international early years education qualifications provides an informed insight into international approaches to early years education, identifying international best practice and lessons learnt particularly with reference to individual national contexts. In this section UK NARIC will undertake a critical comparative analysis the UK sector against the aspirations of China's national reform.

Once comprehensive understanding of the market and sector has been achieved, the initial findings will be reviewed to identify any key trends that are emerging, identify any issues that have arisen and potential solutions to inform the presentation to be delivered remotely to the Project Team in Beijing (Deliverable 2).

Requirement 3 - Assess the Opportunities

It is anticipated that the needs analysis will inform two sets of opportunities:

- Commercial
- Development

Both will be assessed in terms of early years education, curricula, pedagogy, education technology products, teacher training and branding, and the educational and economic benefits they offer. Identifying with each the potential benefits and impacts in terms of financial and educational and how these can be measured.

This exercise would be followed by a prioritisation of markets for pilot projects, this would be based on the development of specific criteria considering UK sectoral expertise and the China reform requirements, as well as the provincial priorities and current international activity.

Finally to support the implementation of the recommendations, strategic priorities would be identified in line with the commercial and development opportunities, identifying a clear road

map for those wishing to engage and invest on that pathway. The road map would include a balancing of each priority with the proposed impact targets reflecting the identified provincial strategy and the indicators to support the measurement of success. Recommendations would also be made where wider opportunities can be, shaped, identified and accessed. To further support the recommendations and indeed the completion of the project the key and active stakeholders within ECE in China will be identified, interviewed and engaged with throughout this process. A further presentation to the project team will take place within 8 weeks of commencement of the project (Deliverable 3). Due to considerations of value for money, within the scope of the project budget, it is recommended that this presentation (as with Deliverable 2) take place remotely, using video teleconferencing facilities between the UK NARIC team in the UK and the team in China. This presentation will allow for the elaboration and further development of the emerging themes, as well as enabling the UK NARIC team to present the proposed structure of the final report.

The approach and structure to the final report can then be agreed, ensuring that the delivery of the final scoping report (Deliverable 4) in the 15th week of the project is not only achievable but suitable and fit for purpose.

To achieve the aims of this study, UK NARIC will make use of its extensive networks in the UK and China, supported by its relationship with the Matilda Academy and its local experts.

In the UK, UK NARIC operates under a government contract to provide advice and guidance on overseas qualifications to a wide variety of stakeholders, and therefore has access to many beneficial stakeholders in this area, including the authorities responsible for regulating early years education in the UK, awarding bodies responsible for designing early years qualifications, institutions responsible for delivering early years qualifications, and employers who accept professionals on the basis of their early years qualifications.

UK NARIC has a number of established partners in China. Through recent Prosperity-funded project work, UK NARIC has forged excellent links with sectoral bodies and educational institutions in China, including the Matilda Academy, who it will be working closely with in the context of this project. The Matilda Academy, which was founded in early 2016, by FeiFei Zhu and Zhiping Chen, along with a team of senior advisors including Jeff van der Eems and Amanda Lu. Matilda Academy aims to offer top-quality education and training services in the early years industry in China. Currently, Matilda Academy is in the final stage of discussions with a vocational training school based in Beijing which has a full set of operating licenses required by the Chinese regulators to initiate a vocational training course. At the same time, Matilda Academy is in the process of obtaining a nursery operating license in Beijing.

The Academy will support UK NARIC, and through its contacts will enable UK NARIC to be supported by a selection of key experts in the ECE sector in China, to gather data on the market and, in particular, ECE training provision and service provision. These experts include university professors and professionals in the ECE sector in Beijing. Matilda Academy will also provide us their own insight into the legal framework of operating as an ECE training provider, and service provider as well as support the identification and interviewing of key stakeholders that influence and implement policy in ECE.

Dr Bai-Yun, UK NARIC's Managing Director, has extensive experience in China and in working with Chinese stakeholders in the education sphere, she is actively involved in the Council of Europe advocating fair and consistent approaches to recognition, and in this role is actively involved in ASEM.

A programme entitled UK-China Partners in Education was established in 2010 between the UK and China, which saw the signature of a framework agreement on educational co-operation partnerships, intended to solidify the collaboration between the two countries and to create mutual development in higher education, vocational education and skills training, basic education and language, and cultural exchanges. UK NARIC's China Connect initiative was developed to further implement this agreement and encourage the sharing of information on the vocational and further education sectors in the UK and China, linking stakeholders with relevant partners and sources of best practice. UK NARIC has been in discussions with CEAIE to extend this platform to higher education providers in the UK and China.

The project team will use a two-pronged approach to engage key stakeholders in this project. On the UK side, with our existing role in supporting the ECE sector, our UK staff are already well known and engaged with the ECE sector, so our strategy is clear. We will develop and issue a brief survey to understand current UK activity in ECE sector in China and discuss with key colleagues (e.g. CACHE, City and Guilds and NCTL) any perceived or experienced difficulties in entering the market.

In China, we will in part be relying on our local colleagues supported by our in-house Chinese speaking staff for primary data gathering, in terms of the provincial reports, the regulations, current provision and student numbers. With regard to the engagement of key stakeholders, we will also be using our Chinese speaking in-house staff to conduct interviews with key stakeholders by Skype; face-to-face interviews, as needed, will be conducted by the local consultants including Professor Pang and Ms Zhang. We have a number of resources at our disposal; as well as Matilda's established contacts in China, there are a number of established contacts through our NARIC function, which involves contact with individual Chinese institutions on a regular basis, and participation in the ASEM network. As part of another prosperity project we are working on, we are hosting a delegation of 24 Chinese institutions in November 2016, attending the UK NARIC Annual Conference in London. This delegation provides a valuable opportunity to discuss with them if their institutions offer ECE training and if they can indeed introduce us to their colleagues.

It is important that UK NARIC be involved in the engagement of the Chinese stakeholders so that the potential players to be involved in supporting the implementation of the recommendations and road map are identified and prepared on completion of this project to support the follow-up actions.

This project will rely on UN, OECD, and government reports, statistics, provincial strategies and interviews with key players in the ECE sectors in both China and the UK. All the researchers who have been identified for this project are experienced and aware of the importance of balancing the official reports, statistics and the interviews with the literature that is already available on this topic to ensure that a well-informed review of the research data is undertaken.

3 – Project plan and risk management

Project Implementation

All projects carried out by UK NARIC follow the same structure, we have an engaged senior management team who monitor the quality and review aspects of the project, and also step into trouble shoot or provide solutions as appropriate. Each project is assigned an experienced project manager who has technical expertise in the area of study, and is responsible for ensuring the delivery of the project milestones in a timely manner. In addition, for this project we have also engaged (through Matilda Academy) a Chinese Expert Consultant; Professor Liu Yang (PhD) to review the final report.

The project manager communicates on project progress on a regular basis with the senior management team to ensure an early warning system in the case of issues and difficulties. Due to the tight timeframe, weekly project team meetings will be held to ensure progress towards the specific milestones is being achieved. The UK staff are all based in the same office, and so there are no access problems for colleagues in order to deal with any minor issues as they arise. In terms of managing our Chinese partners' contributions we will manage this as we have previously through e-mail or prior requests for specific meetings, outside of the weekly project meetings which will be timed to address the time difference, and then skype and teleconference as required.

Table 1 below provides a brief project plan of the Deliverables and activities:

Table 1: Project Plan

Week	Activity	Milestone
Week 1	Refine methodology; update workplan; make preliminary list of interviewees;	
Week 2	Put inception report together	INCEPTION REPORT
Week 3	Carry out desk review; identify initial ideas about major work streams;	
Week 4	Continue desk review and prepare and timetable interviews, develop questions to test initial ideas of major work streams	
Week 5	Carry out interviews and collate the results – initial work streams identified	
Week 6	Review initial findings and any specific concerns or questions to be addressed and prepare for presentation to project team	PRESENTATION TO PROJECT TEAM
Week 7	Market analysis – identify key needs or areas for development Conduct comparative UK-China sectoral analysis	
Week 8	Clearly identify the opportunities for the UK market	PRESENTATION TO PROJECT TEAM
Week 9	Gather main conclusions and findings from Comparative, market and opportunities analysis	
Week 10	Draft the structure of the scoping report.	
Week 11	Amend the scoping report structure as appropriate, start compilation of the report	
Week 12	Continue the compilation of the report and evaluate and synthesis the findings	

Week 13	Develop the road map and recommendations and submit report for first review	
Week 14	Make amendment on the basis of first review and submit for final review	
Week 15	Final review of scoping report	SCOPING STUDY REPORT

A risk analysis is conducted in relation to new projects. With regard to this work, the following risks have been identified, along with their likelihood of occurrence and potential level of impact on the project; appropriate strategies for managing these risks have also been identified.

Table 2: Risk Analysis

Risk	Likelihood (H/M/L)	Impact (H/M/L)	How the risk will be managed
1. Insufficient data available regarding the current market context in China related to the Early Years Sector	M	H	By engaging with a local partner familiar with the sector, UK NARIC will ensure that gaps in data can be swiftly identified and local stakeholders can be contacted to provide any crucial information not found via desk based research.
2. Non-availability of suitable experts	L	H	UK NARIC plans to rely on the experts presented in the proposal; however, should availability of specific experts be an issue, UK NARIC has extensive networks of experts which it can draw upon to complete the study.
3. Suitable areas of similarity between the UK and Chinese Early Years sectors is not found in the course of the research	L	M	The likelihood of finding no suitable areas for engagement is low, as the project is not about exporting the UK model wholesale, but using the UK experience and expertise in the sector to identify where the UK could support China in developing its system. The risk will be managed through careful investigation of specific elements within the overall sector in China, which should allow the team to identify some areas that will be

			suitable for UK opportunities.
--	--	--	--------------------------------

The project will be monitored for timeliness of delivery according to the different stages, with senior management involved in assessing the quality of the work.

The project manager will set internal milestones in addition to the project deliverables outlined above. These internal milestones will be reviewed on an on-going basis and regular project management meetings will be employed to ensure all deadlines are being met and the deliverables will be completed within the required timeframe.

The project manager will work with the senior management of UK NARIC to review the quality of the project on an on-going basis. A clear link between the inputs and outputs will be established. Senior management will critically assess the quality of the on-going activities. The inception report, and presentations to the project team, scheduled as part of the project will also act as quality monitoring tools. These milestones will enable the team to monitor the quality of the deliverables and adjust activities as required to ensure a sound and thorough report is delivered. Additionally, one member of the project team and an external consultant will be appointed to critically evaluate the quality of the work prior to submission of the final report, with an independent view towards the expected quality of the deliverable.

Financial management of the project is the responsibility of the UK NARIC finance department, in cooperation with the project manager. The finance team keep extensive records for all projects undertaken and will review the financial progress throughout. The head of finance will be responsible for ensuring all financial rules and regulations are adhered to. The project manager will monitor aspects including individual expert time spent on the project, and any travel or other costs, and report these to the finance department in order to ensure the project cost is kept within budget.

4 – Duty of Care

UK NARIC has responded to the Duty of Care questionnaire below. If any further documentation is required to support this, please contact Lisa Collett at UK NARIC directly.

- a) *Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by the Project Team)?*

Prior to drafting the proposal for this project we reviewed the Terms of Reference and current capacity and resources in house to deliver the identified outputs. It was established that with the support of our Chinese partner we would be well-placed to undertake this work. UK NARIC is already involved in a Prosperity project in China, and is fully aware of any potential risk to individuals involved in the project and travelling to that country. As an internationally-focussed organisation we ensure we are up to date with all information relating to travel to any specific country, and plan accordingly.

- b) *Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively.*

Please see Table 2 – Risk Management. As part of the project proposal process we identify the risks and establish how they can be mitigated. It is acknowledged that not all risks can be identified before a project begins but UK NARIC is confident in its ability and experience to adapt accordingly if any unforeseen risks should arise.

- c) *Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?*

All the staff allocated to this project are sufficiently trained and experienced in the area of study, so no further training will be required.

- d) *Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?*

The management team meets on a weekly basis to discuss any issues problems, or upcoming projects and developments and their potential impact on the company and staff. This will be applied to this project, as well as specific project team meetings that will monitor progress and risks on a weekly basis.

- e) *Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an ongoing basis?*

As part of the company's operational plan and UK NARIC's government contract we are required to ensure that each staff member has a workstation that complies with health and safety requirements in line with the Health, Safety and Welfare Regulations 1993. In terms of technology available to staff, each has a PC, internet access and a telephone, these are updated in line with our IT development plan on a 3-year rolling basis.

- f) Have you appropriate systems in place to manage an emergency / incident if one arises?

UK NARIC has a contingency plan in place for the company and all IT systems and files are backed up and retained off site on a daily basis. The full contingency plan is available on request. As an organisation involved in international education we have a number of staff travelling overseas at different times and have appropriate processes and procedures in place to support any emergency situations.

Within the context of this project no additional security arrangements will be necessary.

5 – Project Team / Resource Plan

Below are the key members of the project team, their expected role within the project and a brief outline of their skills and expertise:

Cloud Bai-Yun

Senior Management: Quality and Review Monitoring

Further to a successful academic career, Dr Cloud Bai-Yun joined ECCTIS Ltd in 1997 to effect the initial Departmental brief to create and implement the UK National Recognition Information Centre (UK NARIC) services on behalf of the Government. With the Europass (2004), NCP (2009), ECVET (2010), ReferNet (2012) agencies following thereafter. Under Dr Bai-Yun's dynamic and pioneering leadership, UK NARIC has been transformed from a low profile operation to an internationally recognized and respected national agency in the qualifications arena, leading the world in its recognition and consistent understanding of the full range of international qualifications and skills standards.

During the years of her professional career, Dr Bai-Yun has directed and successfully delivered a number of major international projects, including: mapping of international childcare qualifications; a work-based learning analysis for the Singapore Workforce Development Agency in 2005; comparative studies across various countries such as the Education Systems research project in Asia-Pacific in 2003; and a comparative study and ranking of degrees from Japan, South Korea, Germany, France and Canada. Most notably, Dr Bai-Yun managed and successfully delivered a multi-million project upgrading and developing Vocational Qualification Standards in Bulgaria during 2006-07.

Dr Bai-Yun also plays a key role in the field of recognition in her capacity as an elected member of the Advisory Board of the NARIC Network, the Working Group for the EU Network for Vocational Qualifications, the EU Life Long Learning Consultation Group, the UK European Coordinating Group for VET, and a number of leading national and international advisory groups.

Dr Bai-Yun has been recognized as a valuable intellectual property through her unique and rare combination of years of professional expertise and business acumen acquired in the global market for education, training and international mobility.

At the personal level, Dr Bai-Yun has a high level of proficiency in a number of languages. Her original research was in Cultural Studies and linguistics. Having studied both in mainland China and Russia during her pursuit of Bachelor and Master's degrees, Dr Bai-Yun gained a doctorate in Communication Studies in 1996 at the University of Leeds. She also holds professional qualifications in IT, Computing and Business Management.

Lisa Collett

Senior Management: Quality and Review Monitoring

Lisa Collett, as Head of Global Division at UK NARIC, is responsible for the strategic direction of UK NARIC's international activities through the International Projects and European Programmes Groups. As a result Lisa is an experienced and highly professional senior manager and consultant. Lisa has been engaged with the international comparisons of early years qualifications since 2003, and has been involved in each periodic review. With

more than 10 years of working with the sector Lisa is very familiar with the context of regulation and training in early years in England, and has established relationships with a number of the key stakeholders which will be invaluable in this project, Her extensive and wide-ranging specialist expertise in education systems worldwide, recognition issues, institutional and qualifications review, international education and quality assurance models, and the development of qualifications in line with international best practice has been firmly established throughout her extensive and varied experience with UK NARIC over the past 10 years. This has contributed to arranging and participating in Ministerial visits, developing strategic partnerships with key overseas national educational bodies and providing expert consultancy as required.

Katherine Latta

Methodological Development and First Level Review for each Deliverable

Katherine is Head of European Programmes Group at UK NARIC, managing UK NARIC's input in European co-funded research projects coordinated among different ENICs / NARICs. These projects focus on lifelong learning, mobility tools and recognition practices within Europe and include contributions to projects such as European Solutions in Quality Assurance (ESQA), CHARONA, JOQAR, EARN and ENIC capacity building projects. Co-ordination and delivery of the ECVET National Contact Point for England, the National Europass Centre for the UK and the Centre for Professional Qualifications are also under Katherine's direct management. Katherine is well-versed in the regulatory landscape of the UK, with an in-depth understanding of the regulation of qualifications and professions available in a variety of sectors.

Zara Green

Project Manager

Zara manages the Centre for Professional Qualifications, delivering expert advice and guidance on professional qualifications both in the UK and overseas to individuals, professional bodies and other stakeholders. Zara also manages the mapping of occupational qualifications to regulatory standards in the early years sector for those seeking employment in England, and was responsible for developing this service. Zara has undertaken bespoke project work at UK NARIC, managing benchmarking and policy-related projects at a European and International level, including carrying out extensive analysis of international qualifications in the construction sector, and analysing occupational standards in order to develop a service providing the ongoing mapping of qualifications against a standards framework.

Jon Walden

Senior Expert Researcher

Jon Walden, a Senior Project Officer at UK NARIC, is responsible for managing applications for UK NARIC's early years service. Jon consults on the development of this service, maps qualifications from outside the UK to standards set by the National College of Training and Leadership (NCTL) and provides advice and support to various stakeholders. Jon supports the delivery of contractual services relating to EU Directives 2005/36 and 2013/55 and works on developing the Centre for Professional Qualifications at UK NARIC through the research of international professional qualifications. Jon has worked in private and state run education

institutions in China and has extensive experience of project work within the education sector both in the UK and abroad.

Chris Revell

Senior Expert Researcher

Chris is a Senior Research Officer at UK NARIC, supporting the work of the Centre for Professional Qualifications within the European Programmes Group. Chris has experience working on the mapping of early years programmes from outside the UK against the UK early years standards as set by the National College of Training and Leadership (NCTL). His primary roles involve the production of Career Path Reports and researching global Professional Qualifications and professional entry requirements. Prior to joining UK NARIC, Chris was a report writer for an international education consultancy, leading and delivering the company's 2015 Global Report on English-medium international education as well as producing country-based reports on China, Malaysia and the United Arab Emirates.

Professor Liu Yan (PhD)

External Quality and Review Monitoring

Professor Liu is currently teaching at the Beijing Normal University, she is a member of the early years education working committee established by China's Department of Education. Professor Liu is also a visiting professor at the Zhejiang Normal University for early years education in Hangzhou, China. Over the years, Professor Liu has published numerous research papers on early years education in China. She is also an international editor for both the UK "International Journal in Early Years Education" and the Canada "International Research in Early Years Education". Professor Liu began her career in early education in 1985 as a lecturer at Beijing Normal University.

Professor Pang Lijuan (PhD)

In Country - Senior Expert Researcher

Professor Pang is currently the Vice-Chairwoman of the School Council at the Beijing Normal University. She is also head of the general education working committee established by China's Department of Education, and Executive Vice-Chairwoman of the China Education Policy Research Institute. Professor Pang published more than 10 books and more than 100 pieces of research pieces on education in her career thus far; she specializes in child psychology. Professor Pang obtained her master's degree in Education from the University of Illinois in 1987, and her career in education started in 1982 as a lecturer at Beijing Normal University.

Ms Zhang Xiaoxing

In Country - Senior Expert Researcher

Ms. Zhang is currently the Headmistress at Tsinghua University High School International's affiliated kindergarten in Beijing. She is responsible for the day-to-day management of the kindergarten, which enrolls children from the age of 2 to 6. Ms. Zhang is also responsible for selection of the teaching staff, liaison with the relevant regulatory bodies, and continuous review of the teaching curriculum at the school which is based on both international and Chinese educational standards. Prior to taking on her current role in 2014, Ms. Zhang was a senior manager at the Beijing New Champion Academy overseeing the daily operations at

the international school. Ms. Zhang has over 15 years of experience in the education sector in China.

Uncosted Resource Plan:

Week	Activities	Deliverable	Staff
Week 1	Refine methodology; update workplan; make preliminary list of interviewees; put inception report together		Lisa Collett: 1 day Zara Green: 1 day Katherine Latta: 1 day
Week 2		INCEPTION REPORT	Zara Green: 1 day
Week 3	Carry out desk review; identify initial ideas about major work streams;		Chris Revelli: 5 days Jon Walden: 4 days Pang Lijuan: 2 days Zhang Xiaoxing: 2 days
Week 4	Continue desk review and prepare and timetable interviews, develop questions to test initial ideas of major work streams		Chris Revelli: 3 days Jon Walden: 2 days Pang Lijuan: 3 days Zhang Xiaoxing: 3 days
Week 5	Desk review and carry out interviews and collate the results – initial work streams identified		Jon Walden: 3 days Pang Lijuan: 2 days Zhang Xiaoxing: 2 days
Week 6	Review initial findings and any specific concerns or questions to be addressed and prepare for presentation to project team	PRESENTATION TO PROJECT TEAM	Zara Green: 3 days Katherine Latta: 2 days Pang Lijuan: 1 day Zhang Xiaoxing: 1 day
Week 7	Market analysis – identify key needs or areas for development Conduct comparative UK-China sectoral analysis		Chris Revelli: 3 days Jon Walden: 4 days Pang Lijuan: 4 days Zhang Xiaoxing: 2 days
Week 8	Clearly identify the opportunities for the UK market	PRESENTATION TO PROJECT TEAM	Chris Revelli: 2 days Jon Walden: 2 days Zara Green: 1 day Pang Lijuan: 1 day Zhang Xiaoxing: 1 day
Week 9	Gather main conclusions and findings from Comparative, market and opportunities analysis		Chris Revelli: 2 days Jon Walden: 2 days

Week 10	Draft the structure of the scoping report	Zara Green: 1 day Pang Lijuan: 2 days Zhang Xiaoxing: 2 days
Week 11	Amend the scoping report structure as appropriate, start compilation of the report	Lisa Collett: 1 day Zara Green: 1 days Katherine Latta: 1 day
Week 12	Continue the compilation of the report and evaluate and synthesis the findings	Zara Green: 3 days Chris Revelli: 5 days Jon Walden: 5 days
Week 13	Develop the road map and recommendations and submit report for first review	Zara Green: 5 days Chris Revelli: 4 days Jon Walden: 5 days
Week 14	First Review	Lisa Collett: 2 days Katherine Latta: 4 days LIU Yan: 2 days
Week 15	Final review of scoping report	LIU Yan: 2 days
SCOPING STUDY REPORT		Lisa Collett: 2 days