

This contract is made on Monday 16 of May 2016

- 1 THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("**DFE**"); and
- 2 Achievement for All registered in England and Wales under number 07528857 whose registered office is St Anne's House, Oxford Square, Newbury, Berkshire, RG14 1JQ (the "Contractor")

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

It is agreed that:

1. this contract, together with the attached schedules and annexes, collectively form the "**Contract**"; and
2. if there is a conflict between the provisions of the clauses of the Contract and the provisions of the schedules, the following order of precedence shall apply:
 - (a) schedule 2 (Terms and Conditions);
 - (b) schedule 1 (Specification);
 - (c) schedules 3 to 9; and
 - (d) schedule 10 (Contractor's Solution).

The Contract has been executed on the date stated at the beginning of this page.

SIGNED by the CONTRACTOR acting by
Authorised Signatory Sonia Blandford CEO



Witness signature



Occupation Senior Development Manager

**Address St. Anne's House, Oxford Square, Oxford
Street, Newbury, Berkshire RG14 1JQ**

Date 6 May 2016

**SIGNED by DFE acting on behalf of the
Secretary of State by Stuart Miller**

**Position Deputy Director of the SEND
Unit**

in the presence of

Witness signature

Occupation

Address

Date

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Schedule 1

The Specification

Achievement for All (AfA), the Association of Youth Offending Team Managers (AYM) and Manchester Metropolitan University (MMU) have formed a powerful, solution-focused partnership that will support **all** front line professionals working in the youth justice system and the secure estate to transform outcomes for young people who offend, (or are at risk of doing so), who have special educational needs, through supporting the system to bring about a culture and behaviour change around effective SEND joint working.

3.2.1 Contract Requirement 1 – UNDERSTANDING AND COORDINATION (knowledge)

All children in the youth justice system are vulnerable by virtue of their young age and developmental immaturity. It is well established that high numbers of children who come to the attention of youth justice services have complex support needs, low levels of educational attainment, and far more unmet health needs than their peers. The 2010 Report 'Seen and Heard: Supporting Vulnerable Children in the Youth Justice System' found that children with learning disabilities and other impairments are more likely to go to prison than other young people because the youth justice system is failing to recognise their needs (Talbot, 2010). Research undertaken for the YJB across the juvenile secure estate, found that 21% of young people surveyed reported that they had learning difficulties and just under four-fifths (78%) of children in secure children's homes, 74% in secure training centres and 65% in Youth Offender Institutes (YOI) were recorded as having had a period of non-attendance at school. In recent years the custodial population has fallen – whereas around 3,000 children were in custody in 2008, the number now stands at around 1,000 (Office of the Children's Commission, 2015). The reduced size of the population of children in custody represents a real opportunity to effect change. The introduction of extended education to 30 hours a week provides additional confidence that change is possible.

3.2.1.1 Establishing a powerful partnership

Achievement for All (AfA), the Association of Youth Offending Team Managers (AYM) and Manchester Metropolitan University (MMU) have formed a unique, powerful and interdependent, solution-focused partnership to address the tender:

- Achievement for All is an award-winning national charity focused on evidence-based educational change; building a world in which all children are seen as having potential, and where every child is enabled to be the best that they can be regardless of their background, the challenges they face or the needs they may have.
- Achievement for All has been at the forefront of workforce development and evidence-based change management aligned to SEND Reforms processes and practice, in over 4,000 education settings and colleges

across England, from mainstream to specialist provision, including PRUs (Pupil Referral Units), as well as support for Local Authorities, Parents and Carers and the wider workforce. Prior to September 2014, we delivered a Department contract (“Are We Ready?”) which raised awareness and delivered critical knowledge and understanding through interactive on-line learning. Current contracts include the development of a free on-line tool to help Further Education settings understand where they are on the SEND Reform implementation journey, consisting of SEND Reform self-audit tools plus additional resources and guidance, and the production of case studies detailing how all education settings are responding to the local impact of SEND Reforms eighteen months on.

Achievement for All will take overall responsibility for delivering the tender, including overall project co-ordination and management across partners, development and management of the SEND training programme (with sector input from AYM and MMU specialists), management of the developing Youth Justice Bubble and community of practice, secure data gathering, co-ordinating the monthly reporting to stakeholders, including Department reporting, newsletters and media releases, interim reporting and compiling the final report on behalf of the consortium.

- AYM is the National Association in England for Heads of Youth Offending Services and those within a management position with YOTs. Over 80% of YOTs in England are AYM members. Youth Offending Teams (YOTs) are at the very heart of the youth justice system, operating in the community, within the secure estate, and post-custody. They have pivotal links with professionals in Local Authorities, Health and Social Care teams, education providers in the secure estate, and most importantly, young offenders, and their Parents and Carers. The AYM gives the partnership a profound in-depth knowledge and understanding of the challenges facing young people with SEND in the criminal justice system, and the professionals who work with them. There is no better placed an organisation to rapidly establish a networked community of professional dialogue, peer-to-peer sharing, learning and practice development. AYM has an elected regional representative for each area of England and would use these regional links to secure participation across the professional sectors.

AYM will be responsible for the rapid establishment of a nationwide community of practice, using its extensive networking capacity at the heart of the youth justice system to connect all professionals who work within and beyond the secure estate, building learning hubs around each YOT. These powerful networks will include LA SEN Teams, education providers in the secure estate (all types), governors, managers and staff in the secure estate responsible for education; CAMHS and health (commissioners and local providers) and social care professionals.

- Manchester Metropolitan University (MMU) are a large scale provider of Masters-level CPD with particular expertise in areas such as dyslexia and autism; running one of the largest SENCO training programmes for English Local Authorities. MMU has significant research experience in inclusive education, through its Inclusive Education and Disability Studies involving (for example) educational psychologists with extensive experience in the Youth Justice System and secure estate. Their Education and Social Research Institute is rated in the top 20 in the UK (in the REF 2014 with 85% of research impact rated 'world leading' or 'internationally excellent' along with 67% of research outputs). The Greater Manchester Youth Justice University Partnership, in which they are a leading member, is a unique collaboration for knowledge exchange between YOS practitioners and university researchers in the Manchester Centre for Youth Studies, aiming to become a beacon region for innovation and excellence, demonstrating strong outcomes for children and young people. The research team have extensive experience of service evaluation in the youth justice sector, together with innovative approaches to engaging young people. MMU has research assistants on the staffing body with youth justice backgrounds and relevant security clearances.

MMU will be responsible for developing the research model, managing interviews with young people, their families, and with lead professionals from within the secure estate and beyond, managing survey and data collection, and compiling interim and final report statistics, evidence-based recommendations and advice/guidance on next steps. The final report will also explore the possibilities of creating a needs based advocacy service for young people with SEND and their parents and this will be informed by generating their experience of the impact of SEND reforms.

3.2.1.2 Building the knowledge

The partnership, at the data gathering stage led by MMU, and in close association with the Department for Education, will formulate a research methodology, defining system KPIs, and a series of quantitative and qualitative measures that frame SEND Reform impact within the youth justice system. It is noted that current official statistic reports, such as MoJ Youth Crime Remand, Warning or Conviction Reports, analyses by resident LA, by YOT, by Police Force Areas, and Monthly Custody Reports will need to be reviewed. For example, the latter supports interrogation by age, by gender and by ethnicity, but not by SEN. New ways of looking at national statistics and trends may be one of the project outcomes, but at the initial stages some new parameters may need to be agreed and the relevant data gathered.

The proposed data sources are detailed in **section 3.2.4.2**

Some of the most critical areas to investigate will be the patterns of SEND observed amongst young offenders, information transfer and liaison between services for young people with existing EHCPs or within the assessment and provision mapping stage of EHCP process, implementation of EHCPs in secure estate, and the effectiveness of tools such as ASSETPlus and CHAT (Comprehensive Health Assessment Tool) in identifying undiagnosed SEND. The prevalence of neuro-developmental disorders such as speech, language and communication needs, dyslexia and epilepsy within the young offenders' population are known: further investigation may be needed into the prevalence and impact of, for example, Autistic Spectrum Disorder.

3.2.1.3 Working with young people and their families

The project team is under no illusions about the difficulties in engaging meaningfully with young offenders in custody and those who have recently left custody, particularly those with special educational needs, and especially given the policy context in terms of rights and access: what 16-year-old boy is likely to self-refer for EHCP assessment, for example? In association with the participating YOTs, the consortium will identify, approach and engage with young offenders and their families (with EHCPs and without EHCPs, who, if attending school, would be subject to SEN Support provision), in the community, in the secure estate, as well as those who have left the secure estate. MMU research staff are trained and experienced to undertake this challenging task. **See sections 3.2.2.1 and 3.2.6.2 for further detailed information.**

3.2.1.4 Building a youth justice community of practice

Cotemporaneous with this work stream, Achievement for All will begin developing an online community space to support the workforce training and development elements of the tender (see **section 3.2.2.2**). Existing Achievement for All SEND Reform online materials will be remodelled to address the specific context of SEND Reform implementation in the youth justice system. This is critical because of the legislative complexities and tensions inherent in the youth justice system (e.g. "home" LAs holding responsibilities for the EHCP process... with delivery and implementation in the secure estate which might be hundreds of miles away). The materials will cover areas specific to SEND Reform **CCTs***¹ (Cross-Cutting Themes) (**co-ordinated assessment and EHC plans, 'SEN support' in the youth justice system, early intervention and graduated response, the rights of young people and their families and participation of children, personal profiles, the local offer and the relevance of this construct to the secure estate, focusing on outcomes, time scales and appeals procedures, joint commissioning, preparation for adulthood, etc.**) but also a wide range of additional material to support professional development and learning relating to the wider SEND Reform agenda, and to working more effectively with young people who have SEN and their Parents and/or Carers (e.g. engaging with the hardest-to-reach parents and carers). These supplementary and complementary topics include developing self-esteem, giving effective

¹ The term CCTs is used throughout the document to refer to this set of critical cross-cutting themes

feedback, SLCN (Speech Language and Communication Needs), Developing resilience and self-efficacy, attachment theory, LAC (Looked After Children), SEND anti-bullying etc.

YOT Managers already have extensive local joint team networks and YOTs are already at the heart of joint service delivery. Using their existing relationships and local communication channels, YOT Managers will invite the professionals they work with on a day-to-day basis to join a rapidly growing community of practice. This will include LA SEN Teams, education providers in the secure estate (all types), governors, managers and staff in the secure estate responsible for education; CAMHS and health (commissioners and local providers) and social care professionals.

Each YOT will have its own unique passcode, each professional in their local network their own unique learner account. The sequence of regional face-to-face training workshops (see **3.2.2.3**) will officially launch The Youth Justice Bubble, although it is anticipated that the on-line infrastructure will be constructed and ready for trial usage within three months of contract commencement. It is also anticipated that, by the official launch date mid-way through the project, well over 200 hours of professional learning will be available, with no limit placed on the number of professionals who will have secure access. This resource will grow and develop further as the project progresses, with additional study units, case studies of emerging effective practice, and the introduction of survey tools. The Bubble supports dynamic, daily communication, for example, to rapidly gauge opinion and shape creative thinking, stimulate innovation and consult on emerging recommendations: but above all, it will be a common platform, using a common language, expressing common set of expectations and articulating a consistent approach, for *all* adults working in the youth justice system to reflect on, learn from... and develop their professional practice.

As each YOT will have its own unique passcode, there comes an additional value added benefit: the ability to collect project data using the Achievement for All WR+ secure data entry portal. This will enable efficient and secure data collection and organisation on behalf of Manchester Metropolitan University. The Bubble IT infrastructure will also track web “hits” and produce user metrics to inform project evaluation.

Furthermore, informed by the training and dissemination events, and using AfA’s extensive experience in this domain, AYM and AfA will develop a framework to support YOT peer-to-peer SEND Reform Review process and practice, which will be trialled and evaluated as part of this project, with the aim of developing the capacity of YOT Managers to be leaders at the heart of a self-improving system. The consortium, led by AYM, will also meet with HM Inspectorate of Probation in respect of improving Youth Offender Team Inspection (YOTI) to reflect the YOT and LA duties to support young offenders with SEN.

3.2.2 Contract Requirement 2 – INNOVATIVE AND MOTIVATIONAL DELIVERY AND COMMUNICATION (ways of working)

3.2.2.1 Engaging with young people with SEND and their families

The project team understands the challenges of engaging meaningfully with young offenders and those who have recently left custody, particularly those with special educational needs, and especially given the policy context. In association with the participating YOTs, we will identify, approach and engage with young offenders and their families (with EHCPs and without EHCPs, who, if attending school, would be subject to SEN Support provision), in the community, in the secure estate, as well as those who have left the secure estate.

The staff from MMU already have extensive experience of engaging constructively with young people in the young justice system. Indeed, research staff will deploy pioneering art-based approaches to engaging children and young people in the programme (Purple Patch Arts), where it is deemed appropriate (see **Section 3.2.6.2** for further information about the MMU senior staff skills and experience). AfA will share with the team additional engagement strategies using some of the evidence-based engagement tools that have been developed by Achievement for All² to engage with the hardest to reach families (Structured Conversations, use of “miracle questions”, etc.).

3.2.2.2 Online training through The Youth Justice Bubble

Achievement for All has created a flexible, agile and interactive digital learning platform called The Bubble to support and enhance the delivery of its improvement programmes. Considerable thought has gone into its overarching design principles, particularly given the need to produce effective and reflective learning experiences that engage with busy professionals, and support changes in professional behaviour and practice. All materials are assembled with significant input from advisory groups and leading experts, and undergo a continuous process of refinement and adaption as a consequence of stakeholder feedback and evaluation. The Bubble offers its partner settings:

- An extensive range of CPD (Continuous Professional Development) modules, selected to have immediate impact on the current policy imperatives, particularly on closing the gap, accelerating the progress of all learners, especially the vulnerable and disadvantaged, as well as developing self-esteem, character, mental health and well-being
- Individualised log-ins for every member of staff
- Support for three levels of professional engagement
 - Short CPD Sessions (On-line interactive Module Units, introducing key issues, concepts, reflective practice and links to

² 252,000 parents and carers engaged in 2014/2015 through Achievement for All partner education settings

additional material; units which will support individual and group learning/departmental CPD)

- Longer Programmed Training (10-20 hrs CPD activity; On-line interactive Module Units + PLJs (Professional learning Journals); A more structured and deeper approach to CPD
- Masters Level (40+ hrs CPD activity; On-line interactive Module Units + PLJs (Professional Learning Journals) + Knowledge Bank, Tools and extended references; An immersive learning experience supporting action research, deep professional learning and leadership development; Level 7/8 professional development
- Regular updates: Every Module is reviewed regularly by Subject Matter Experts. The latest news, policy and research updates are used to shape the content, so that it is always current and reflecting the imperatives of the day.
- Availability 24/7, at school and beyond: Individual log-ins enable and support access to all the materials 24/7, at school, at home and on all mobile technology (HTML5 compatible)

This functionality (updated and remodelled to suit youth justice context), will be used to harness the creative energy of the sector, and create a unique professional learning community to serve all staff working in the youth justice service... a Youth Justice SEND Bubble.

Establishing a single shared platform to support secure data gathering, professional learning, as well as the rapid dissemination of case studies and research findings to support the SEND Reform CCTs (cross-cutting themes) is perceived as a critical element of this project. The wider content, along with the agile and responsive capabilities of The Bubble, mark it as distinct from existing on-line services such as YJILS (Youth Justice Interactive Learning Space); the Youth Justice Bubble will aim to complement and supplement existing provision, and the project team will of course contribute to the developing Youth Justice Resource Hub and Library of Effective Approaches. Our prime focus will initially be on the imperatives of the tender. The Youth Justice SEND Bubble will explicitly support the challenge of helping the Youth Justice and SEND Reform systems work more closely together.

3.2.2.3 Regional workshop training and dissemination events

A series of regional information training and support workshops (involving YOTs and key invited personnel from their respective LAs, health (including CAMHS), social care, education and the secure estate) mid-way through the period of tender will be used to share the research evidence from MMU, gather further witness testimonies of evidenced-based effective practice, and to launch the Youth Justice Bubble.

The training aspect of the workshops will focus on delivering comprehensive training around the SEND Reform CCTs, their implementation within the

Youth Justice system, supported by the presentation of creative and effective solutions to joint working gathered from the initial wave of research findings.

Regional venues will be carefully selected to ensure that they are close to or in areas where there are the greatest numbers of young offenders in custody, or where custodial rates are highest per head of local 10-17yr old population. Representatives from areas with similar demographics but with lower custodial rates will be identified and specifically invited to present case studies (see section 3.2.2.6).

3.2.2.4 Training evaluation and training updates

The face-to-face training will be emulated and presented within an engaging and interactive on-line learning module in The Youth Justice Bubble. This training will then be available for non-attendees to use in a wide number of contexts: individual study, sector small group training or to facilitate local “team around the child” joint training.

Every attendee will have an opportunity to give evaluatory feedback on the quality and content of the training. Every on-line participant will also have an opportunity to rate the training and make recommendations for improvement.

3.2.2.5 Project news briefings

Monthly news briefings will be prepared for all stakeholders, which will include social media streams of key facts, information and links to further more detailed reporting. Achievement for All has a good track record with the Department for using new tech platforms such as SWAY to present SEND Reform case study material in new and engaging ways. AYM’s communication network in the heart of the YOS will be used, and their extensive local contact lists exploited to engage with cross-cutting teams. Major stakeholders such as the Department, MoJ, YJB, Health and Social Care bodies will be enrolled to extend the reach using existing dissemination channels. The Youth Justice SEND Bubble will be used to deepen and widen access to the accumulated knowledge, as more stakeholders beyond the front-line staff are invited to join the community.

Short focused monthly reports will be compiled for the Department against operational/finance KPIs and risk assessments, as well as quarterly operational reports, an interim report prior to the national workshop, and a final report at the end of the tender period.

3.2.2.6 Identification of key geographical regions to inform the project

Using existing public domain data, Department and MoJ/YJB internal data and, most critically, the on-the-ground intelligence direct from AYM, key areas of the country will be identified for special consideration, for data gathering and analysis, more in-depth interviews and fact-finding, and to inform the locations for the training workshops. It is acknowledged that the “team around the child” varies significantly from YOT to YOT. It is also acknowledged that the geographical areas served by different YOTs can vary widely.

We will identify YOTs in the three key areas where there are the greatest numbers of young offenders in custodial sentence (Birmingham, Lancashire, Manchester), or where custodial rates are highest per head of local 10-17yr old population, (Islington and Hammersmith/Fulham at 1.66 per thousand – YOT internal analysis). However, areas with similar socio-economic demographics but much lower custodial rates will also be identified, in an attempt to correlate provision with outcomes, or where new ways of working are already yielding promising outcomes (such as Oldham).

The locations of the ten training workshops may vary slightly following the first round of stakeholder surveys and analysis, but the initial choice of locations (based also on transport links and venue accessibility) will be Manchester, Liverpool or Preston, Taunton, Birmingham, Newcastle, Leeds/Bradford, London (Islington or Hammersmith), London (Bromley or Croydon), Nottingham, Brighton. See also **section 3.2.2.3**.

3.2.3 Contract Requirement 3 – CROSS-CUTTING TRAINING AND IDENTIFICATION AND SHARING OF EVIDENCE BASED BEST PRACTICE (training and best practice)

3.2.3.1 Reaching out to the professional networks

One cannot underestimate the power of using existing networks and professional relationships to quickly animate a cross-cutting project such as this. AYM play a critical role here, not only giving the project an immediate link into the heart of the youth justice service at local level, but also to cascade person-to-person connectivity into and between local cross-cutting teams from social care, health, Local Authorities and education. The creation of a networked learning community (through the Youth Justice SEND Bubble) builds further a binding sense of community and common purpose.

The reach will extend to engage with professionals within the secure estate. For example, MMU have links with Wetherby following previous YJB project work, and their Policy Evaluation and Research Unit (PERU) is working in partnership with Novus, The Manchester College's new, not-for-profit social enterprise charity that focuses on offender learning and employment. AYM has very good relationships with education providers and other professionals working exclusively in the secure estate.

The ten regional training workshops are seen as “launch events”. Any YOTS and their extended joint service teams who cannot attend will be able to access a full programme of training, information and guidance from the Youth Justice SEND Bubble.

The design principle will be for on-line resources to enable and animate small group, localised cross-cutting information sharing and joint practice development seminars within and beyond the tender period.

As mentioned in **Section 3.2.1.4**, a process of YOT peer-to-peer SEND Reform reviews will also be developed following the evaluations emerging

from the training events, and the accumulation of evidence-based effective practice data. This Peer-to-peer review process will be trialled towards the end of the project.

3.2.3.2 Reviewing, developing and refreshing the training offer

Following the sequence of regional training events, the training resource within The Bubble will be updated to reflect delegate feedback (every delegate will be required to complete a detailed feedback and evaluation proforma). The on-line training will be designed to make it easy for YOTs to cascade training within their joint service teams to refresh and embed key concepts and emerging findings. A series of audit and reflective tools will be designed, along with collaborative action planning frameworks to support local initiative and creativity. The training will be updated and refreshed once again in the final month of the tender, illustrated by interactive and engaging case studies of effective practice. These will also be featured in regular newsletters and bulletins released by the partnership.

Achievement for All has an outstanding track record with the Department for Education for training innovation, combining face-to-face events with the use of web-based technologies to support follow-on access to resources and professional practice development. For example, our DfE-funded national training programme (in partnership with Anti-Bullying Alliance) to reduce the impact and incidence of bullying on learners with SEND reached 1,500 schools, 96% of those who attended rating quality of the training and access to extensive resource bank after the event as good or outstanding.

3.2.3.3 Sharing evidence-based effective practice

MMU will play a critical role in the data analysis from multiple information streams (see **Section 3.2.1.1**), drawing from the research data practical, evidence-based examples of best practice. This information will be shared in newsletters, embedded within the on-line training as case studies, shared with other media outlets such as YJB Youth Justice Resource Hub (Library of Effective Practice) and with other national stakeholder groups.

Through the AYM, all participating YOTs will be challenged to share how they will change practice in response to the training and, later, report on the impact these changes have had on young people with SEND.

3.2.4 Contract Requirement 4 USING EVIDENCE AND DATA TO BEST EFFECT (data and evaluation)

3.2.4.1 Reporting on the impact on SEND Reforms on young offenders

The research approach to be taken and detailed below, will enable us to report on the impact of SEND reforms on young offenders from a multidimensional perspective and will generate significant data on best practice and barriers experienced by practitioners. Our approach is inclusive and we value the voice of young people and their parents.

1. The first main empirical part of this stage of the work will involve a mapping exercise, facilitated by a survey of all YOTs. This will be in the form of an HTML rather than email or paper survey, as this allows the results to be collated automatically into a database (the team have used this method in previous research most notably for the YJB and generated a 98% response rate).

The aim of the mapping exercise will be to identify:

- Current and past referral systems for young people with SEN requirements
- Previous levels of provision for young people with SEN requirements
- Current levels of provision
- The levels of need for SEN provision
- The impact of SEND Reform CCTs on the delivery of provision?

(These questions are illustrative rather than exhaustive)

The survey will enable us to measure and report on practitioner's views of the impact of SEND Reforms in the youth justice system.

2. The second stage of gathering evidence to inform reporting will involve engaging with a sample of young people across the four regions identified as having the highest custody rates – Manchester, Birmingham, Lancashire and Islington. Gaining access to young people in the youth justice system is notoriously challenging and we would be reliant on YOS teams and practitioners in the secure estate obtaining initial access for the research team. Within the timescale of the project we will seek to develop an understanding of the experiences of young people with SEN. Themes are likely to include:

- School experience (assessment, provision etc.)
- Experience in the YOS (same as above)
- Experience in the secure estate (same as above)
- Understanding of new provision and their rights

As experienced researchers, we are aware of the challenges and ethical considerations inherent when working with young people with SEN and disabilities and as such we would adapt our methods to the needs and the capabilities of each young person involved. The team each has experience of using creative methods such as talking mats, pictorial exercises and visual methods such as photo elicitation. Appropriate methods will be adopted for engaging with young people, this work could be at an individual or group level.

Given that this is a preliminary study the size of the sample is not determined by the requirements of establishing a statistically representative sample. Instead, we seek to explore a range of experiences and views from a variety of young people and parents/carers. To ensure our sample reflects a range of secure institutions and YOTs we shall use 'purposive sampling', in a two stage process

Firstly, we shall select a small number of YOTs and secure establishments from which we shall work with a number of young people in the geographical regions outlined above. The establishments will be chosen to reflect the following factors:

1. Type of establishment (YOT, YOI, STC, LASCH)
2. Service provision for learning disabilities

We propose to visit a sample of a total of 12 establishments across the three regions. Given the challenging nature of this part of the research, it is felt that it would not be feasible to include more than 12 establishments without a significant increase in resources and/or time available to the study. We will visit one YOT, YOI, STC and LASCH in each of the three regions. Our partnership is well placed to gain access to these establishments due to its extensive network of contacts i.e. AYM, YJB and GMYJUP. We expect to involve up to 30 young people in this stage of the research. Numbers will be determined by the amount of young people assessed as having SEN or a disability in each of the three regions.

The third and final stage of assessing impact will involve speaking with the parents/carers of young people with SEN. We will liaise with YOS teams to provide details and access to parents and carers. We would expect to interview 10 from each region.

The consortium will also report on progress towards agreed monthly KPIs, budget control and expenditure, number of YOTs engaged, number of professionals from different sectors who have been engaged, and other key emerging statistics. The consortium will also aim to explore the possibilities of creating a needs based advocacy service for young people with SEND and their parents and this will be informed by generating their experience of the impact of SEND reforms.

See also Section 3.2.2.5 for reporting strategy

3.2.4.2 Data sources

Sections 3.2.1.2 and 3.2.4.1 outline some of the design principles behind building a knowledge base. Sources of data will include:

- a. the interrogation of existing national data streams (YJB and YOT monthly reports, trend data, etc.);
- b. a nation-wide mapping process (as described in 3.2.4.1), with participating YOT Managers surveyed directly to identify not only where areas of evidence-based outstanding practice and provision presently exist, but also to locate the most prevalent barriers to establishing consistent effective cross-cutting workings (prioritising areas where there are the greatest numbers of young offenders in custody, or where custodial rates are highest per head of local 10-17yr old population);

- c. face-to-face interviews conducted with young people and their families (critically, this will be actioned by experienced and trained professionals who are familiar with and cleared to work within the secure estate, and with those who have recently left custody), and;
- d. Embracing a wider college of professional feedback, through dialogue with third sector organisations such as Catch-22, NACRO, Safe!, Council for Disabled Children, NCB (National Children's Bureau), and invited submissions from Probation Service, Barristers who support young offenders, etc.

3.2.4.3 Feedback and recommendations to government departments

The Achievement for All Project Lead will maintain day-to-day contact with The Department as the project develops. Meetings will be secured early in the tender to agree focus, KPIs and any new emerging Department priorities.

Monthly update briefings will be compiled, an interim mid-term report, and a final report that reflects research outcomes, evidence-based effective practice, and a series of recommendations aligned to the Projects' principle aims and objectives.

Please see **Section 3.2.2.5** and Schedules 3-5 for further information.

Schedule 2
Terms and Conditions

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1. DEFINITIONS AND INTERPRETATION

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

“Area” means the geographical area within England in respect of which the Contractor is appointed to provide the Services.

“Associated Company” means any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. “Holding company” and “subsidiary” will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006.

“Business Days” means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.

“CCN” means a Change Control Note in the form set out in schedule 6.

“Charges” means the fees subject to clause 8 payable to the Contractor for the provision of the Services calculated in accordance with schedule 3.

“Commercially Sensitive Information” means the information set out in schedule 1:

- (a) which is provided by the Contractor to DFE in confidence for the period set out in schedule 9; and/or
- (b) which constitutes a trade secret.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Consortium” means an association of 2 or more persons acting together to deliver the Services but excludes Sub-Contractors.

“Consortium Agreement” means, if the Contractor is a Consortium, an agreement:

- (a) signed by all the Consortium Members as at the Effective Date; and
- (b) adhered to by Consortium Members who join the Consortium after the Effective Date by signing a Deed of Adherence

which sets out, amongst other things, how the Consortium Members will work together to deliver the Services.

“Consortium Member” means a member of a Consortium (if any).

“Contractor Equipment” means the Contractor’s ICT equipment.

“Contractor’s Solution” means the Contractor’s proposal submitted in response to the DFE’s invitation to tender attached at schedule 10.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Deed of Adherence” means a deed under which a new Consortium Member shall covenant with the other Consortium Members to adhere to the terms of the Consortium Agreement in either the form set out in schedule 10 or in any other form approved by DFE in writing.

“Default” means breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Personnel in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DFE Premises” means any premises owned by, leased or hired to or otherwise controlled by DFE or which DFE nominates as such by notice in writing to the Contractor.

“DFE Security Standards” means the security standards as set out in schedule 8.

“DFE Trade Marks” means proprietary trade mark rights of DFE including those notified to the Contractor by DFE from time to time.

“Dispute” means any dispute between the Parties in connection with the Contract.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA” means the Data Protection Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice published by the Information Commissioner or relevant government department in relation to such legislation.

“Effective Date” means **16 May 2016**.

“EIR” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to them.

“Employment Liabilities” means all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, United Kingdom or any other relevant authority relating to or connected with:

- (a) the employment and dismissal of employees (including their health and safety at work); and
- (b) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work),

and all wages, holiday pay and employment benefit costs due in respect of (a) or (b) above, including claims for protective awards.

“FOIA” means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to it.

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Contractor’s or any of its Sub-Contractor’s organisation, or otherwise involving the Personnel; or
- (b) the failure by any Sub-Contractor of the Contractor to perform its obligations under any sub-contract.

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“Good Industry Practice” means the standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“HMRC” means Her Majesty’s Revenue and Customs.

“ICT” means information and communications technology.

“Implementation Plan” means the plan and time schedule for the completion of the obligations of the Contractor under the Contract as set out in schedule 5 as the same may be replaced by any subsequent more detailed plan and time schedule as the Parties may agree in writing from time to time.

“Initial Term” means the period from the Effective Date to **31 March 2017**.

“Intellectual Property Rights” means patents, inventions, trade-marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade and/or business names, rights in confidential information and know how, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“IP Materials” means any materials used or developed for the purposes of the Contract including any programme materials, guidance, papers and research data, results,

specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs.

“KPIs” means the key performance indicators in relation to the Services set out in schedule 4 which the Contractor shall comply with.

“Key Personnel” means any of the Personnel identified as such in schedule 7 or otherwise identified as such by DFE pursuant to clause 6.

“Key Sub-Contractor” means any Sub-Contractor identified as such in schedule 7 or otherwise identified as such by DFE.

“Material Breach” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the DFE would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses 9, 10, 12, 15, 17 and 33 and in schedule 8.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Personnel” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the DFE a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;

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

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

“Regulations” means the Public Contract Regulations 2015.

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the DFE.

“Relevant Conviction” means a conviction for an offence involving violence or dishonesty, of a sexual nature or against minors, or for any other offence that is relevant to the nature of the Services.

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

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Replacement Contractor” means any third party supplier appointed by the DFE to supply any services which are substantially similar to any of the Services in substitution for the Contractor following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Returning Employees” means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

“Services” means the services described in the Specification.

“Services Commencement Date” means **16 May 2016**.

“Service Credits” means the service credits specified in schedule 4 which shall be payable to the DFE by the Contractor in the event that the Service Levels are not met in respect of Services.

“Service Level” means the levels of Service defined in schedule 4.

“Service Period” means the following:

- (a) the first Service Period of the Contract shall begin on the Services Commencement Date and shall expire at the end of the calendar month in which the Service Commencement Date falls; and
- (b) after the first Service Period of the Contract a Service Period shall be a calendar month during the Contract save that the final Service Period of the Contract shall commence

on the first day of the calendar month in which the Contract expires or terminates and shall end on the expiry or termination of the Contract.

“Service Users” means those receiving the Services.

“Specification” means the description of the Services to be supplied under the Contract set out in schedule 1.

“Staff” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Sub-Contract” means a contract between 2 or more suppliers, at any stage of remoteness from DfE in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Term” means the period from the Effective Date until the date the Contract ends for whatever reason.

“TFEU” means the Treaty on the Functioning of the European Union.

“Treaties” means the TFEU and the Treaty on European Union.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“Variation” means any variation to the Contract requiring a Change Control Note to be completed in accordance with schedule 6.

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

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

2. TERM

- 2.1 The Contract commences on the Effective Date and, subject to any provision of this Contract for earlier termination, or extension set out in this clause 2, will terminate at

the end of the Initial Term.

- 2.2 DFE may extend the Initial Term for such further period as the DFE may choose by giving not less than 3 months' written notice to the Contractor prior to the expiry of the Initial Term.

3. THE SERVICES

- 3.1 The Contractor shall provide the Services in the Area in accordance with the Specification and undertake and be responsible for all obligations of the Contractor in respect of the Services.

- 3.2 The DFE may appoint other Contractors for the Services in the Area.

- 3.3 The Contractor shall, in performing its obligations under the Contract:

3.3.1 conform to the requirements of the Specification and the Contractor's Solution or as otherwise agreed in writing between the Parties;

3.3.2 carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of the DFE specified by the DFE from time to time;

3.3.3 comply with Good Industry Practice;

3.3.4 ensure that the Services are provided by competent and appropriately trained personnel;

3.3.5 comply with the Quality Standards and where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;

3.3.6 comply with the KPIs, Service Levels and Service Credit requirements set out in schedule 4;

3.3.7 comply with the Implementation Plan;

3.3.8 in so far as is reasonably practicable, comply with any policies and procedures adopted by the DFE from time to time within 14 days of the same being brought to the attention of the Contractor by the DFE;

3.3.9 comply with applicable law, any applicable codes of practice or governmental regulation, and monitor compliance with relevant legislation;

3.3.10 comply with all health and safety legislation, adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of Personnel, employees of the DFE, the Service Users and all other persons including members of the public; and

3.3.11 comply with all safety, security, acceptable use and other policies of the DFE from time to time notified to it and procure that the Personnel also comply.

- 3.4 The DFE may provide data and materials to the Contractor and access to systems for the purposes of providing the Services that the Contractor may use but only to the extent necessary to enable the Contractor to provide the Services.

- 3.5 All equipment and other property brought onto DFE Premises shall be at the Contractor's own risk and the DFE shall have no liability for any loss of or damage to any such equipment and property unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence of the DFE.

- 3.6 Any land or DFE Premises made available from time to time to the Contractor by the DFE in connection with the Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or DFE Premises as a licensee and shall vacate the same on completion, termination or abandonment of the Contract or the task in respect of which such land or DFE Premises was made available.
- 3.7 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or any of the Personnel and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the DFE retains the right at any time to use any DFE Premises in any manner.

4. CONSORTIA

- 4.1 If the Contractor is a Consortium it shall comply with the terms of this clause 4.
- 4.2 The Contractor may appoint additional or replacement Consortium Members to assist it in carrying out its obligations under the Contract subject to compliance with clause 4.3.
- 4.3 No new person or entity may become a Consortium Member until:
- 4.3.1 the DFE has given its prior written consent to the new Consortium Member;
 - 4.3.2 the new Consortium Member has signed a Deed of Adherence; and
 - 4.3.3 a copy of the Deed of Adherence has been given to the DFE.
- 4.4 The Contractor shall promptly inform the DFE if and how any Consortium Member breaches the terms of the Consortium Agreement.

5. TRANSFER AND SUB-CONTRACTING

- 5.1 Save as set out in this clause 5 the Contractor may not sub-contract, assign, transfer, charge the benefit and/or delegate the burden of the whole or any part of the Contract (a “**Transfer**”) without the prior written consent of the DFE.
- 5.2 If the DFE consents to a Transfer the Contractor will evidence the Transfer in writing and provide a copy of the Transfer document on request.
- 5.3 The Contractor may award Sub-Contracts with a value per annum not exceeding £10,000 without the DFE's consent.
- 5.4 Where the DFE has consented to a Sub-Contract, copies of each Sub-Contract shall, at the request of the DFE, be sent by the Contractor to the DFE as soon as reasonably practicable.
- 5.5 The Contractor shall not terminate or materially amend the terms of any Sub-Contract without the DFE's prior written consent.
- 5.6 The DFE may require the Contractor to terminate a Sub-Contract if the acts or omissions of the Sub-Contractor have given rise to the DFE's right of termination pursuant to clause 23 unless the Sub-Contractor can remedy the breach to the DFE's satisfaction within 21 days of receipt by the Contractor of written notice from the DFE requiring the Sub-Contract to be terminated.
- 5.7 The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.
- 5.8 If the DfE believes there are:

5.8.1 compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or

5.8.2 non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the DfE may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

6. PERSONNEL

- 6.1 The DFE may refuse admission to DFE Premises and/or direct the Contractor to end the involvement in the Services of any Personnel whom the DFE believes is a security risk.
- 6.2 If the DFE require the removal of any Personnel pursuant to clause 8.1, any Employment Liabilities and any other costs connected with that removal shall be at the Contractor's cost.
- 6.3 The Contractor shall use its reasonable endeavours to ensure continuity of Personnel and to ensure that the turnover rate of Personnel is at least as good as the prevailing industry norm for similar services, locations and environments.
- 6.4 The Contractor shall ensure that no person who discloses a Relevant Conviction or who is found to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service Procedures or otherwise), is employed or engaged in providing the Services without the DFE's prior written consent.
- 6.5 For each of the Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the DFE owes a special duty of care the Contractor shall (and shall procure that any relevant Sub-Contractor shall) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service, and the Contractor shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or what would reasonably be regarded as an inappropriate record.
- 6.6 The Contractor acknowledges that Key Personnel and Key Sub-Contractors are essential to the proper provision of the Services. The Parties have agreed to the appointment of Key Personnel and Key Sub-Contractors listed in schedule 7 as at the Effective Date.
- 6.7 Key Personnel shall not be released from supplying the Services without the DFE's consent except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar reason.
- 6.8 Any replacements to Key Personnel shall be subject to DFE consent and shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 6.9 The DFE shall not unreasonably withhold consent under clauses 6.7 or 6.8. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on Services which could be caused by a change in Key Personnel or Key Sub-Contractors.
- 6.10 DFE may require the Contractor to remove any Key Personnel who the DFE considers in any respect unsatisfactory.
- 6.11 The DFE shall not be liable for the cost of replacing any Key Personnel and the Contractor shall indemnify the DFE against all Employment Liabilities that may arise in this respect.

- 6.12 Except in respect of any transfer of staff under TUPE, for the Term and for 12 months after the Term neither Party shall (except with the prior written consent of the other) solicit the services of any staff of the other Party who have been engaged in providing the Services or the management of the Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at staff of the other Party.

7. TUPE

- 7.1 No later than 6 Months prior to the end of the Term the Contractor shall fully and accurately disclose to the DFE, within 30 days of the request, all information that the DFE may reasonably request in relation to the Staff including the following:

- 7.1.1 the total number of Staff whose employment/engagement shall terminate at the end of the Term;
- 7.1.2 the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 7.1.1;
- 7.1.3 the terms and conditions of employment/engagement of the Staff referred to in clause 7.1.1, their job titles and qualifications;
- 7.1.4 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- 7.1.5 details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union

(together the “**TUPE Information**”).

- 7.2 At intervals determined by the DFE (which shall not be more frequent than once every 30 days) the Contractor shall give the DFE updated TUPE Information.
- 7.3 Each time the Contractor supplies TUPE Information to the DFE it shall warrant its completeness and accuracy and the DFE may assign the benefit of this warranty to any Replacement Contractor.
- 7.4 The DFE may use TUPE Information for the purposes of any retendering process.
- 7.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Contractor shall indemnify and keep indemnified the DFE and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which they may suffer or incur as a result of or in connection with:
- 7.5.1 the provision of TUPE Information;
 - 7.5.2 any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Term;
 - 7.5.3 any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the DFE or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;

- 7.5.4 any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - 7.5.5 any claim by any person who is transferred by the Contractor to the DFE and/or a Replacement Contractor whose name is not included in the list of Returning Employees.
- 7.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall promptly notify the DFE and provide the DFE with up to date TUPE Information.
- 7.7 This clause 7 applies during the Term and indefinitely thereafter.
- 7.8 The Contractor undertakes to the DFE that, during the 12 Months prior to the end of the Term the Contractor shall not (and shall procure that any Sub-Contractor shall not) without written approval of DFE (such approval not to be unreasonably withheld or delayed):
 - 7.8.1 amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Personnel (other than where such amendment or variation has previously been agreed between the Contractor and the Personnel in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
 - 7.8.2 terminate or give notice to terminate the employment or engagement of any Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
 - 7.8.3 transfer away, remove, reduce or vary the involvement of any other Personnel from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse effect on the delivery of the Services, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
 - 7.8.4 recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

8. CHARGES

- 8.1 Except where otherwise expressly stated in the Contract the only payments to be paid by the DFE for the performance by the Contractor of its obligations under the Contract shall be the Charges which shall be inclusive of all costs and expenses incurred by the Contractor in the performance of its obligations.
- 8.2 In consideration for the provision of the Services the DFE shall pay the Charges in accordance with the schedule 3 subject to the receipt of correct invoices pursuant to clause 8.7 being issued by the Contractor.
- 8.3 Except where otherwise expressly stated in schedule 3 the Contractor shall not be entitled to increase the Charges or any rates identified in schedule 3 throughout the Term.
- 8.4 The Charges are exclusive of Value Added Tax ("**VAT**") and all other taxes, duties and levies, but shall be inclusive of all charges, costs and expenses of whatever nature the

Contractor incurs in providing the Services, and performing all other obligations of the Contractor, under the Contract (unless expressly stated otherwise in the Contract). The Contractor should notify the DFE of any direct VAT charges for the delivery of the Contract. The Contractor shall identify VAT and other applicable taxes, duties and levies separately on invoices, including identifying the elements of the Charges that are subject to VAT at the standard rate or at any other rates and that are zero rated or exempt from VAT.

- 8.5 Payment of the Charges by the DFE shall be without prejudice to any rights the DFE may have by reason of any Services, or any part thereof, failing to comply with any provision of the Contract and any breach by the Contractor of the Contract shall not be deemed to be accepted or waived by the DFE by reason of such payment.
- 8.6 The DFE may deduct from or offset against any monies due or becoming due to the Contractor under the Contract (including the Charges) any monies due from the Contractor under the Contract or otherwise under any other agreement or account whatsoever.
- 8.7 Invoices shall be submitted to thomas.corbett@education.gsi.gov.uk and/or sent, within 30 days of the end of the relevant invoicing date, to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA. An invoice is a **“Valid Invoice”** if it is legible and includes:
 - 8.7.1 the date of the invoice;
 - 8.7.2 Contractor’s full name and address;
 - 8.7.3 Contract reference number;
 - 8.7.4 Valid contractor signature;
 - 8.7.5 the charging period;
 - 8.7.6 a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);
 - 8.7.7 days and times worked (if applicable);
 - 8.7.8 Service Credits (if applicable); and
 - 8.7.9 VAT if applicable.
- 8.8 The DFE shall not pay an invoice which is not a Valid Invoice.
- 8.9 The DFE intends to pay Valid Invoices within 10 days of receipt. Valid Invoices not paid within 30 days are subject to interest at the rate of 2% above the base rate from time to time of Barclays Bank. This clause 8.9 is a substantial remedy for late payment of any sum payable under the Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.
- 8.10 The DFE shall not be responsible for any delay in payment caused by receipt of invoices which are not Valid Invoices and shall, within 10 Business Days of receipt, return to the Contractor for correction invoices that are not Valid Invoices together with an explanation of the need for correction.
- 8.11 At the end of the Term the Contractor shall promptly draw-up a final invoice which shall cover all Services provided up to the end of the Term which have not already been invoiced to the DFE. The final invoice shall be submitted not later than 30 days after the end of the Term.
- 8.12 The DFE shall not be obliged to pay the final invoice until the Contractor has carried

out all of the Service.

- 8.13 The Contractor shall ensure that a term is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- 8.14 If the DFE disputes any amount specified in a Valid Invoice it shall pay such amount of the invoice as is not in dispute and within 10 Business Days notify the Contractor of the reasons for disputing the invoice. The DFE may withhold the disputed amount pending resolution of the dispute.
- 8.15 The Parties shall use all reasonable endeavours to resolve any dispute over invoices within 10 Business Days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with clause 36.

9. TAX and VAT

- 9.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- 9.2 If the Services are liable for VAT the Contractor shall comply with HMRC rules and regulations. The Contractor will be liable for paying to HMRC any identified VAT including those which may fall due.
- 9.3 If the Contractor is liable to NICs in respect of consideration received under the Contract it shall comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- 9.4 The DFE may ask the Contractor to provide information which demonstrates how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it.
- 9.5 A request under clause 9.4 may specify the information which the Contractor must provide and the period within which that information must be provided.
- 9.6 The DFE may terminate this Contract if:
 - 9.6.1 in the case of a request mentioned in clause 9.4 the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time; or
 - (ii) provides information which does not demonstrate either how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it;
 - 9.6.2 it receives information which demonstrates that, if clauses 9.1 to 9.3 apply, the Contractor is not complying with those clauses.
- 9.7 The DFE may supply any information which it receives under clause 9.4 to HMRC.
- 9.8 The Contractor bears sole responsibility for the payment of tax and national insurance contributions due from it in relation to any payments or arrangements made under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract.
- 9.9 The Contractor will account to the appropriate authorities for any applicable income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract. The

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

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

9.11 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

9.11.1 notify the DFE in writing of such fact within 5 Business Days of its occurrence; and

9.11.2 promptly give the DFE:

(i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as the DFE may reasonably require.

10. PREVENTION OF CORRUPTION

10.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Personnel, have at any time prior to the Effective Date:

10.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or

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

10.2 The Contractor shall not:

10.2.1 commit a Prohibited Act; or

10.2.2 do or suffer anything to be done which would cause the DFE or any of its employees, consultants, contractors, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

10.3 The Contractor shall:

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

10.3.2 keep appropriate records of its compliance with its obligations under clause 10.3.2 and make such records available to the DFE on request.

10.4 The Contractor shall immediately notify the DFE in writing if it becomes aware of any breach of clauses 10.1 and/or 10.2, or has reason to believe that it has or any of the Personnel have:

10.4.1 been subject to an investigation or prosecution which relates to an alleged

Prohibited Act;

- 10.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or
 - 10.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 10.5 If the Contractor notifies the DFE pursuant to clause 10.4, the Contractor shall respond promptly to the DFE's enquiries, co-operate with any investigation, and allow the DFE to audit any books, records and any other relevant documentation.
- 10.6 If the Contractor is in Default under clauses 10.1 and/or 10.2, the DFE may by notice:
- 10.6.1 require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - 10.6.2 immediately terminate the Contract.
- 10.7 Any notice served by the DFE under clause 10.6 shall specify the nature of the Prohibited Act, the identity of the party who the DFE believes has committed the Prohibited Act and the action that the DFE has taken (including, where relevant, the date on which the Contract shall terminate).

11. DISCRIMINATION

- 11.1 The Contractor shall perform its obligations under the Contract in accordance with all applicable equality law.
- 11.2 The Contractor shall comply with DFE's equality and diversity policy as given to the Contractor from time to time and any other requirements and instructions which the DFE reasonably imposes in connection with any equality obligations imposed on the DFE at any time under equality law.
- 11.3 The Contractor indemnifies the DFE in full from and against all Employment Liabilities that may arise as a result of any claims brought against the DFE by any of its employees, agents, consultants and contractors ("**DFE Personnel**") and/or any of the Personnel where such claim arises from any act or omission of the Personnel in respect of anti-discrimination legislation. The Contractor will also provide all reasonable cooperation, assistance and information as the DFE may request in connection with any investigation by the DFE into any complaint or other grievance received by it from any of the DFE Personnel or Personnel in respect of anti-discrimination legislation which may have arisen from, or been contributed to by, any act or omission of the Contractor or any Personnel.

12. INTELLECTUAL PROPERTY

- 12.1 All Intellectual Property Rights in materials:
- 12.1.1 furnished to or made available to the Contractor by or on behalf of the DFE (the "**DFE IP Materials**") shall remain the property of the DFE (save for Copyright and Database Rights which shall remain the property of the Crown); and
 - 12.1.2 prepared by or for the Contractor on behalf of the DFE in connection with the Contract (the "**Service Specific IP Materials**") shall vest in the DFE (save for Copyright and Database Rights which shall vest in the Crown) and save for

Contractor IP as defined in clause 12.13 below).

(together the “**IP Materials**”).

- 12.2 The Contractor shall not, and shall ensure that Personnel shall not, use or disclose IP Materials without the DFE’s approval save to the extent necessary for the performance by the Contractor of its obligations under the Contract.
- 12.3 The Contractor hereby assigns to the DFE or undertakes to procure the assignment to the DFE of all Intellectual Property Rights which may subsist in the Service Specific IP Materials (save for Copyright and Database Rights which it hereby assigns to the Crown or undertakes to procure the assignment of to the Crown and save for Contractor IP as defined in clause 12.13 below). These assignments shall be given with full title guarantee, shall take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights in the Service Specific IP Materials and shall include, without limitation, an assignment to the DFE (or the Crown as appropriate) of all rights arising in the United Kingdom and the world together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Contractor shall execute all documents and do all other acts requested by the DFE and necessary to execute and perfect these assignments and to otherwise evidence the DFE’s or the Crown’s ownership of such rights.
- 12.4 The Contractor shall waive or procure a waiver on an irrevocable and unconditional basis of any moral rights subsisting in copyright produced by or in connection with the Contract or the performance of the Contract.
- 12.5 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the DFE a non-exclusive licence or, if itself a licensee of those rights, shall grant to the DFE an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the DFE to sub-licence, transfer, novate or assign to a Replacement Contractor. The Contractor shall notify the DFE of any third party Intellectual Property Rights to be used in connection with the Contract prior to their use in connection with the Contract or the creation or development of the Service Specific IP Materials.
- 12.6 The Contractor shall not infringe any Intellectual Property Rights of any third party in performing its obligations under the Contract and the Contractor shall indemnify and keep indemnified the DFE from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the DFE may suffer or incur as a result of or in connection with any breach of this clause 14, except to the extent that any such claim arises from:
- 12.6.1 items or materials supplied by the DFE; or
- 12.6.2 the use of data supplied by the DFE which is not required to be verified by the Contractor under any provision of the Contract.
- 12.7 The DFE shall notify the Contractor in writing of any claim or demand brought against the DFE for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor.
- 12.8 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for infringement of Intellectual Property Rights in materials supplied and/or licensed by the Contractor to the DFE, provided always that the Contractor:
- 12.8.1 shall consult the DFE on all substantive issues which arise during the conduct of such litigation and negotiations;

- 12.8.2 shall take due and proper account of the interests and concerns of the DFE;
and
- 12.8.3 shall not settle or compromise any claim without the DFE's prior written consent (not to be unreasonably withheld or delayed).
- 12.9 Notwithstanding clause 12.8. the DFE may take any action it deems appropriate with respect to any such claim and shall have exclusive control of such claim. If the DFE takes action the Contractor shall at the request of the DFE afford to the Contractor all reasonable assistance to the DFE for the purpose of contesting such claim.
- 12.10 The DFE shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the DFE or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract subject to the Contractor indemnifying the DFE on demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.
- 12.11 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the DFE and, at its own expense and subject to the consent of the DFE (not to be unreasonably withheld or delayed), use reasonable endeavours to:
- 12.11.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of this clause 12 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services;
or
- 12.11.2 procure a licence to use and supply the Service Specific IP Materials, other relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to the DFE.
- 12.12 If the Contractor is unable to comply with clauses 12.11.1 and 12.11.2 within 20 Business Days of receipt of the Contractor's notification the DFE may terminate the Contract with immediate effect by notice in writing.
- 12.13 The Contractor grants to the DFE a royalty-free, perpetual, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights the Contractor owned or developed prior to the Effective Date or otherwise not in connection with the Contract ("**Contractor IP**") and which the DFE reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided and the use and further development of the IP Materials. The intellectual Property Rights of material owned or developed prior to the Effective Date or otherwise not in connection with the Contract shall remain the property of the Contractor.
- 12.14 The DFE shall comply with the reasonable instructions of the Contractor in respect of the way in which it uses the Contractor IP.
- 12.15 If the Contractor is not able to grant to the DFE a licence to use any Contractor IP for any reason, including due to any Intellectual Property Rights that a third party may have in such Contractor IP, the Contractor shall use its reasonable endeavours to:
- 12.15.1 procure that the third party owner of any Intellectual Property Rights that are or that may be used to perform the Contract grants to the DFE a licence on the

terms set out in clause 12.13; or

12.15.2 if the Contractor is itself a licensee of those rights and is able to do so under the terms of its licence, grant to the DFE a sub-licence on the terms set out in clause 12.13.

12.16 The Contractor shall not knowingly do or permit to be done, or omit to do in connection with its use of Intellectual Property Rights which are or are to be the DFE IP Materials any act or thing which:

12.16.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant trade mark registry; or

12.16.2 would or might prejudice the right or title of the DFE to any of the DFE IP Materials.

12.17 The Contractor shall comply with the DFE's branding guidelines and shall not use any other branding, including its own, other than as set out in the DFE's branding guidelines or as otherwise agreed with the DFE.

12.18 When using DFE Trade Marks the Contractor shall observe all reasonable directions given by the DFE from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Contractor may not:

12.18.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any DFE Trade Mark, or unfairly competes with any DFE Trade Mark; or

12.18.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any DFE Trade Mark as to be likely to deceive or cause confusion.

12.19 The DFE hereby agrees with the Contractor and its trustees that any Service Specific IP Materials arising under the Contract will be governed by the Open Government Licence (OGL) and therefore that the Contractor and its trustees will be able to use, copy and otherwise exploit the Service Specific IP Materials on the basis of that OGL.

13. DATA, SYSTEMS HANDLING AND SECURITY

13.1 The Parties shall comply with the provisions of schedule 8.

14. PUBLICITY AND PROMOTION

14.1 Subject to clause 15.2, without prejudice to the DFE's obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

14.2 The Contractor shall use reasonable endeavours to ensure its Personnel comply with clause 14.1

14.3 Without prejudice to the generality of clauses 12.18 and 14.1, the Contractor shall not itself, and shall procure that Consortium Members shall not, use the DFE's name, brand or DFE Trade Marks or the Personal Data of the DFE to sell, promote, market or publicise the Contractor's other programmes, courses, services or other activities.

14.4 Subject to clauses 12 and 15 DFE may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any

information arising out of the Services or comprised in any work relating to the Services.

15. CONFIDENTIALITY

- 15.1 Except to the extent set out in this clause 15 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- 15.2 The Contractor hereby gives its consent for the DFE to publish the whole Contract including from time to time agreed changes to the Contract.
- 15.3 The Contractor may only disclose the DFE's Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that Personnel are aware of and shall comply with these obligations as to confidentiality.
- 15.4 The Contractor shall not, and shall procure that Personnel do not, use any of the DFE's Confidential Information received otherwise than for the purposes of the Contract.
- 15.5 Clause 15.1 shall not apply to the extent that:
 - 15.5.1 such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - 15.5.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 15.5.3 such information was obtained from a third party without obligation of confidentiality;
 - 15.5.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 15.5.5 it is independently developed without access to the other Party's Confidential Information.
- 15.6 Nothing in clause 15 shall prevent the DFE disclosing any Confidential Information obtained from the Contractor:
 - 15.6.1 for the purpose of the examination and certification of the DFE's accounts;
 - 15.6.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the DFE has used its resources;
 - 15.6.3 to any other crown body and the Contractor hereby acknowledges that all government departments receiving such Confidential Information may further disclose the Confidential Information to other government departments on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department; or
 - 15.6.4 to any consultant, contractor or other person engaged by the DFE provided that in disclosing information under clauses 15.8.3 and 15.8.4 the DFE discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 15.7 Nothing in clauses 15.1 to 15.6 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- 15.8 The DFE shall endeavour to ensure that any government department, employee, third party or sub-contractor to whom the DFE's Confidential Information is disclosed pursuant to clause 15.6 is made aware of the DFE's obligations of confidentiality.
- 15.9 If the Contractor does not comply with clauses 15.1 to 15.5 the DFE may terminate the Contract immediately on notice to the Contractor.

16. FREEDOM OF INFORMATION

- 16.1 The Contractor acknowledges that the DFE is subject to the requirements of the FOIA and the EIR.
- 16.2 The Contractor shall transfer to the DFE all Requests for Information that it receives as soon as practicable and in any event within 2 Business Days of receipt:
- 16.2.1 give the DFE a copy of all Information in its possession or control in the form that the DFE requires within 5 Business Days (or such other period as the DFE may specify) of the DFE's request;
- 16.2.2 provide all necessary assistance as reasonably requested by the DFE to enable the DFE to comply with its obligations under the FOIA and EIR; and
- 16.2.3 not respond to directly to a Request for Information unless authorised to do so in writing by the DFE.
- 16.3 The DFE shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

17. OFFICIAL SECRETS ACTS AND FINANCE ACT

- 17.1 The Contractor shall comply with the provisions of:
- 17.1.1 the Official Secrets Acts 1911 to 1989; and
- 17.1.2 section 182 of the Finance Act 1989.

18. LIABILITY

- 18.1 Neither Party excludes or limits its liability (if any) to the other:
- 18.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
- 18.1.2 for personal injury or death resulting from the its negligence;
- 18.1.3 under section 2(3) Consumer Protection Act 1987;
- 18.1.4 for its own fraud; or
- 18.1.5 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability.

- 18.2 Subject to clauses 18.1 and 18.3, the Contractor shall indemnify the DFE and keep the DFE indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor or any Personnel on the Premises, including in respect of death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.
- 18.3 The Contractor does not exclude or limit its liability (if any) pursuant to any indemnities given by it in clauses 12 (Intellectual Property) and 9 (Tax).
- 18.4 Subject to clauses 18.1, 18.3 and 18.6, neither Party shall have any liability to the other under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise:
- 18.4.1 for any losses of an indirect or consequential nature;
- 18.4.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or
- 18.4.3 to the extent that it is prevented from meeting any obligation under the Contract as a result of any breach or other default by the other Party.
- 18.5 Subject to clauses 18.1 and 18.3, the maximum liability of either Party to the other under the Contract, whether in contract, tort (including negligence) or otherwise:
- 18.5.1 in respect of damage to property is limited to £5 million in respect of any one incident or series of connected incidents; and
- 18.5.2 in respect of any claim not covered by clause 18.5.1, is limited in each calendar year in aggregate to 125% of the sum of the Charges payable in that year.
- 18.6 The DFE may recover from the Contractor the following losses incurred by the DFE to the extent they arise as a result of a Default by the Contractor:
- 18.6.1 any additional operational and/or administrative costs and expenses incurred by the DFE, including costs relating to time spent by or on behalf of the DFE in dealing with the consequences of the default;
- 18.6.2 any wasted expenditure or charges;
- 18.6.3 the additional costs of procuring a Replacement Contractor for the remainder of the Contract and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;
- 18.6.4 any compensation or interest paid to a third party by the DFE; and
- 18.6.5 any fine or penalty incurred by the DFE and any costs incurred by the DFE in defending any proceedings which result in such a fine or penalty.
- 18.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 18.8 All property of the Contractor whilst on the DFE's premises shall be there at the risk of the Contractor and the DFE shall accept no liability for any loss or damage howsoever occurring to it.

- 18.9 The Contractor shall effect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum and range of cover as the DFE deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as the DFE deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Contractor under the Contract. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.
- 18.10 The Contractor shall supply to the DFE on demand copies of the insurance policies maintained under clause 18.9.
- 18.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.
- 18.12 It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability it has under, or in connection with, the Contract.

19. WARRANTIES AND REPRESENTATIONS

- 19.1 The Contractor warrants and represents that:
- 19.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
 - 19.1.2 in entering the Contract it has not committed any fraud;
 - 19.1.3 as at the Effective Date, all information contained in the Contractor's Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the DFE prior to execution of the Contract;
 - 19.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under the Contract;
 - 19.1.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
 - 19.1.6 the Service Specific IP Materials will be its original work and will not have been copied wholly or substantially from another party's work or materials provided that this clause 19.1.6 shall not apply to any IP Materials used by the Contractor under permission or licence from any other person or entity (including, without limitation, any Sub-Contractor); and
 - 19.1.7 the use by the DFE of any Intellectual Property Rights assigned or licensed to it by the Contractor under the Contract will not infringe or conflict with the rights of any third party;
 - 19.1.8 in the 3 years (or actual period of existence if the Contractor has been in existence for less time) prior to the Effective Date:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files

accounts;

- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

19.1.9 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and

19.1.10 it has notified the DFE in writing of any Occasions of Tax Non-Compliance or any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

20. FORCE MAJEURE

20.1 If either Party is prevented or delayed in the performance of any of its obligations under the Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to clause 20.3 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

20.2 If either Party is prevented from performance of its obligations for a continuous period in excess of 3 months, the other Party may terminate the Contract forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

20.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under the Contract by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Contract may be performed despite the Force Majeure.

21. MONITORING AND REMEDIATION

21.1 The DFE or its authorised representatives may visit on reasonable notice to the Contractor any premises of the Contractor, any Consortium Member or any other premises at which the Services (or any part of them) are being or are to be performed to ascertain that the Contractor is conforming in all respects with its obligations arising under the Contract and otherwise to monitor and quality assure the provision of the Services.

21.2 During such visits, the DFE may inspect and take copies of such of the records of the Contractor and any Consortium Member as relate to the performance of their obligations under the Contract.

21.3 If the DFE reasonably considers that any provision of the Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy that it may have under the Contract or otherwise:

21.3.1 require the Contractor to produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of the DFE (not to be unreasonably withheld) and which, once approved, the Contractor shall implement; and

- 21.3.2 monitor, supervise, direct and/or guide the Contractor's provision of the Services until the DFE reasonably considers that any such risk has been remedied or removed. The Contractor shall cooperate at all times with the DFE in this regard.
- 21.4 If the Contractor fails to comply with any provision of the Contract or fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the DFE may instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 days or such other period of time as the DFE may direct.
- 21.5 The DFE may review from time to time the progress of the Contractor against the Implementation Plan. The Contractor shall cooperate with the DFE in this regard and provide any information and evidence reasonably required by the DFE.
- 21.6 The DFE may instruct the Contractor to take appropriate remedial action where the DFE reasonably considers that the Implementation Plan is not being complied with or is at risk of not being complied with and the Contractor shall take such remedial action.

22. STEP IN RIGHTS

- 22.1 Without prejudice to DFE's rights of termination under clause 23 the DFE may exercise one or more of the rights set out in this clause 22 ("**Step In Rights**") if:
 - 22.1.1 there is a Default by the Contractor which materially prevents or materially delays performance of the Services or any part of the Services;
 - 22.1.2 an event of Force Majeure occurs which materially prevents or materially delays the performance of the Services or any part of the Services;
 - 22.1.3 a Regulatory Body has advised the DFE that exercise by the DFE of its rights under this clause 22 is necessary;
 - 22.1.4 a serious risk exists to the health and safety of persons, property or the environment;
 - 22.1.5 it is necessary to discharge a statutory duty; or
 - 22.1.6 the Contractor becomes insolvent.
- 22.2 If the DFE has a Step In Right it may serve notice on the Supplier (a "**Step-In Notice**") that it will take action under this clause 22 either itself or with the assistance of a third party.
- 22.3 The Step-In Notice shall set out:
 - 22.3.1 the action the DFE wishes to take and in particular the Services that it wishes to control (the "**Required Action**");
 - 22.3.2 the event triggering the Step In Rights and whether the DFE believes that the Required Action is due to the Contractor's Default;
 - 22.3.3 the date on which it wishes to commence the Required Action;
 - 22.3.4 the time period which it believes will be necessary for the Required Action;
 - 22.3.5 whether the DFE will require access to the Contractor's premises; and
 - 22.3.6 to the extent practicable, the effect the DFE anticipates the Required Action will have on the Contractor's obligations to provide the Services during the

period that the Required Action is being taken.

- 22.4 Following service of a Step-In Notice, the DFE shall:
- 22.4.1 take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
 - 22.4.2 keep records of the Required Action taken and provide information about the Required Action to the Contractor;
 - 22.4.3 co-operate wherever reasonable with the Contractor in order to enable the Contractor to continue to provide those Services of which the DFE is not assuming control; and
 - 22.4.5 act reasonably in mitigating the cost that the Contractor will incur as a result of the exercise of the Step In Rights.
- 22.5 For as long as and to the extent that the Required Action continues:
- 22.5.1 the Contractor shall not be obliged to provide the Services to the extent that they are the subject of the Required Action; and
 - 22.5.2 the DFE shall pay the Contractor the Charges after subtracting any applicable Service Credits and the DFE's costs of taking the Required Action.
- 22.6 If the Contractor demonstrates to the DFE's reasonable satisfaction that the Required Action has resulted in the degradation of any Services not subject to the Required Action beyond that which would have been the case had the DFE not taken the Required Action, the DFE may adjust the Charges.
- 22.7 Before ceasing to exercise its Step In Rights the DFE shall deliver a written notice to the Contractor (a **"Step-Out Notice"**), specifying:
- 22.7.1 the Required Action it has taken; and
 - 22.7.2 the date on which the DFE plans to end the Required Action subject to the DFE being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with clause 22.8.
- 22.8 The Contractor shall, following receipt of a Step-Out Notice and not less than 20 Business Days prior to the date specified in clause 22.7.2, develop for the DFE's approval a draft plan relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the affected Services satisfy the requirements of the Contract.
- 22.9 If the DFE does not approve the draft plan, it shall inform the Contractor of its reasons for not approving it and the Contractor shall then revise the draft plan taking those reasons into account and shall re-submit the revised plan to the DFE for approval. The DFE shall not withhold or delay its approval of the draft plan unreasonably.
- 22.10 The Contractor shall bear its own costs in connection with any Step-In under this clause 22, provided that the DFE shall reimburse the Contractor's reasonable additional expenses incurred directly as a result of any Step-In action taken by the DFE under clauses 22.1.2 to 22.1.5 (insofar as the primary cause of the DFE serving the Step In Notice is identified as not being the result of a Contractor's Default).

23. TERMINATION

- 23.1 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a company and in respect of

the Contractor:

- 23.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - 23.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - 23.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
 - 23.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - 23.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
 - 23.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
 - 23.1.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 23.1.8 any event similar to those listed in clauses 23.1.1 to 23.1.7 occurs under the law of any other jurisdiction.
- 23.2 The DFE may terminate the Contract with immediate effect by notice and without paying compensation to the Contractor where the Contractor is an individual and:
- 23.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
 - 23.2.2 a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy;
 - 23.2.3 a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
 - 23.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
 - 23.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;
 - 23.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
 - 23.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

- 23.2.8 any event similar to those listed in clauses 23.2.1 to 23.2.7 occurs under the law of any other jurisdiction.
- 23.3 The Contractor shall notify the DFE immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including if the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("**Change of Control**"). The DFE may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 months of:
- 23.3.1 being notified that a Change of Control has occurred; or
- 23.3.2 where no notification has been made, the date that the DFE becomes aware of the Change of Control
- but shall not be permitted to terminate where approval was granted prior to the Change of Control.
- 23.4 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a partnership and:
- 23.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- 23.4.2 it is for any reason dissolved;
- 23.4.3 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator;
- 23.4.4 a receiver, or similar officer is appointed over the whole or any part of its assets;
- 23.4.5 the partnership is deemed unable to pay its debts within the meaning of sections 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- 23.4.6 any of the following occurs in relation to any of its partners:
- 23.4.6.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
- 23.4.6.2 a petition is presented for his bankruptcy;
- 23.4.6.3 a receiver, or similar officer is appointed over the whole or any part of his assets; or
- 23.4.6.4 any event similar to those listed in clauses 23.4.1 to 23.4.6 occurs under the law of any other jurisdiction.
- 23.5 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a limited liability partnership and:
- 23.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- 23.5.2 it is for any reason dissolved;

- 23.5.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- 23.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- 23.5.5 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- 23.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or
- 23.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 23.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 23.5.9 any event similar to those listed in clauses 23.5.1 to 23.5.8 occurs under the law of any other jurisdiction.
- 23.6 References to the Insolvency Act 1986 in clause 23.5.1 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.
- 23.7 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor if the Contractor commits a Default and:
 - 23.7.1 the Contractor has not remedied the Default to the satisfaction of the DFE within 21 Business Days or such other period as may be specified by the DFE, after issue of a notice specifying the Default and requesting it to be remedied
 - 23.7.2 the Default is not, in the opinion of the DFE, capable of remedy; or
 - 23.7.3 the Default is a Material Breach.
- 23.8 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor if:
 - 23.8.1 the Contractor's warranty in clause 19.1.10 is materially untrue;
 - 23.8.2 the Contractor commits a material breach of its obligation to notify the DfE of any Occasion of Non-Tax Compliance; or
 - 23.8.3 the Contractor fails to provide details of proposed mitigating factors which, in the DfE's reasonable opinion are acceptable.
- 23.9 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor if:
 - 23.9.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
 - 23.9.2 the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in the award of the Contract;

or

- 23.9.3 the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations which has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.
- 23.10 If the DFE terminates the Contract under clauses 23.7, 23.8 or 23.9:
- 23.10.1 and makes other arrangements for the supply of the Services, the DFE may recover from the Contractor the cost reasonably incurred of making those other arrangements; and
- 23.10.2 the DFE shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DFE), until the DFE has established the final cost of making the other arrangements envisaged under this clause 23.
- 23.11 Either Party may terminate the Contract (or any part of it) at any time by giving at least 2 months' prior written notice to the other Party.
- 23.12 If the DFE terminates the Contract under clause 23.11 the DFE shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DFE.
- 23.13 If any funding from governmental or other sources for the provision of the Services, or for a programme or a project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that the Contract cannot reasonably continue the DFE may terminate the Contract (or any part of it) by serving 2 months' written notice on the Contractor.
- 23.14 If the DFE terminates the Contract under clause 23.13 the DFE shall pay to the Contractor for Services supplied prior to the termination and in accordance with the Contract, and any disengagement costs and other costs reasonably incurred by the Contractor as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Contractor shall use all reasonable endeavours to mitigate the amount of such costs and has provided written evidence of the reasonableness and unavoidability of such costs.
- 23.15 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the DFE in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- 23.16 If the DFE fails to pay the Contractor undisputed sums of money when due the Contractor shall give notice to the DFE of its failure to pay. If the DFE fails to pay such undisputed sums within 90 Business Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the DFE exercising its rights under clause 8.6 or to Force Majeure.
- 23.17 Save as otherwise expressly provided in the Contract:
- 23.17.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

23.17.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the DFE or the Contractor under clauses 8 (Payment), 9 (Tax and VAT), 10 (Prevention of Fraud), 12 (Intellectual Property Rights), 13 (Data), 15 (Confidentiality), 16 (Freedom of Information), 17 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 180 (Warranties and Representations), 19 (Liability), 23 (Termination) 24 (Retendering and Handover), 25 (Exit Management), 26 (Audit), and 37 (Governing Law and Jurisdiction).

24. RETENDERING AND HANDOVER

- 24.1 Within 30 days of being requested by the DFE, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable the DFE to issue tender documents for the future provision of replacement services.
- 24.2 The DFE shall take reasonable precautions to ensure that the information referred to in clause 24.1 is given only to potential contractors who have qualified to tender for the future provision of the replacement services.
- 24.3 The DFE shall require that all potential Contractors treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the DFE; and that they shall not use it for any other purpose.
- 24.4 The Contractor shall allow access to the Premises in the presence of DFE's authorised representative, to any person representing any potential contractor whom the DFE has selected to tender for the future provision of the Services.
- 24.5 If access is required to the Contractor's Premises for the purposes of clause 26.4, the DFE shall give the Contractor 7 days' notice of a proposed visit together with the names of all persons who will be visiting.
- 24.6 The Contractor shall co-operate fully with the DFE during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 24.7 Within 10 Business Days of being requested by the DFE, the Contractor shall transfer to the DFE, or any person designated by the DFE, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the DFE.

25. EXIT MANAGEMENT

- 25.1 If the DFE requires a continuation of all or any of the Services at the end of the Term, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the DFE and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- 25.2 The Contractor will, within 3 months of the Effective Date, deliver to the DFE, a plan which sets out the Contractor's proposals for achieving an orderly transition of Services from the Contractor to the DFE and/or its Replacement Contractor at the end of the Term (an "**Exit Plan**").
- 25.3 Within 30 days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan .If the Parties are unable to agree the Exit Plan the

dispute shall be referred to the dispute resolution procedure in clause 36.

- 25.4 The Contractor will review and (if appropriate) update the Exit Plan in the first month of each year of the Term to reflect changes to the Services. Following such update the Contractor will submit the revised Exit Plan to the DFE for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 36.
- 25.5 If the Contractor:
- 25.5.1 does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Charges; or
- 25.5.2 reasonably incurs additional costs
- the Parties shall agree a variation of the Charges.
- 25.6 If the DFE requests, the Contractor shall deliver to the DFE details of all licences for software used in the provision of the Services including the software licence agreements.
- 25.7 Within one month of receiving the software licence information described above, the DFE shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the DFE a plan for licence transfer.
- 25.8 The Contractor shall co-operate fully with the DFE in order to enable an efficient and detailed knowledge transfer from the Contractor to the DFE at the end of the Term and shall provide the DFE free of charge with full access to Personnel, copies of all documents, reports, summaries and any other information requested by the DFE. The Contractor shall comply with the DFE's request for information no later than 15 Business Days from the date that that request was made.

26. AUDIT

- 26.1 The Contractor shall keep and maintain until 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all Charges.
- 26.2 The Contractor agrees to make available to the DFE, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services
- 26.3 The Contractor shall permit duly authorised representatives of the DFE and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.
- 26.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the DFE and for carrying out examinations into the economy, efficiency and effectiveness with which the DFE has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

27. ENTIRE AGREEMENT

27.1 The Contract contains all the terms which the Parties have agreed in relation to the subject matter of the Contract and supersedes any prior written or oral agreements, representations or understandings between the Parties.

27.2 Nothing in this clause 27 shall exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

28. PARTNERSHIP

28.1 Nothing in the Contract is intended to or shall operate to create a legal partnership between the Parties or to authorise either Party to act as an agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including making any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

29. WAIVER

29.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

30. CHANGE CONTROL

30.1 Either Party may at any time request in writing a Variation in accordance with the change control procedure set out in schedule 6 (the “**Change Control Procedure**”). No Variation shall be effective unless made in accordance with the Change Control Procedure.

31. COUNTERPARTS

31.1 The Contract may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

32.1 The Parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

33. CONFLICTS OF INTEREST

33.1 The Contractor shall:

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

33.1.2 take appropriate steps to ensure that neither the Contractor nor any of the Personnel is placed in a position where, in the reasonable opinion of the DFE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or any of the Personnel and the duties owed to the DFE under the provisions of the Contract in either case, referred to in this clause 33 as a “**Conflict of Interest**”.

33.2 If the Contractor becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this clause 35 the Contractor shall forthwith provide full particulars to the DFE.

33.3 In performing its obligations under the Contract the Contractor shall conduct its

business, operations and activities in a politically neutral fashion.

- 33.4 Without prejudice to the foregoing provisions of this clause 33, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Contractor shall:

33.4.1 take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of the DFE (acting reasonably); and

33.4.2 give the DFE a comprehensive and detailed written statement of the action it had taken.

- 33.5 If the DFE is not satisfied with the Contractor's actions, the Contractor shall, on request by the DFE promptly end any relationship it may have with any third party, where that relationship has given rise to the Conflict of Interest (or potential Conflict of Interest).

- 33.6 Without prejudice to any other right or remedy it may have, the DFE may terminate the Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the DFE, there is any continuing breach by the Contractor of the provisions of this clause 33.

34. FURTHER ASSURANCE

- 34.1 The Parties shall do or procure the doing of all such acts and things and will execute or procure the execution of all such documents as may be reasonably required including on or subsequent to the end of the Contract to vest in the relevant all rights granted under the Contract and otherwise to comply with its terms.

35. NOTICES

- 35.1 Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, facsimile or e-mail, addressed to the recipient at its registered office or its address (or such other address, facsimile number or e-mail address as may be notified in writing from time to time).

- 35.2 The notice, demand or communication shall be deemed to have been duly served:

35.2.1 if delivered by hand, when left at the proper address for service;

35.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;

35.2.3 if given or made by facsimile or e-mail, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post or (where being sent to an address in a different country to where posted) airmail to the other Party within 24 hours after transmission and that, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

- 35.3 If proceedings to which the Civil Procedure Rules apply have been issued, the provisions of Civil Procedure Rule 6 must be complied with in respect of the service of documents in connection with those proceedings.

36. DISPUTE RESOLUTION

- 36.1 Any Dispute shall be dealt with in accordance with this clause 36.

- 36.2 In the first instance, a representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such

representatives within 15 days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.

- 36.3 If a Dispute cannot be resolved by negotiation as referred to in clause 36.2 within 30 days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution, the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs.

37. GOVERNING LAW AND JURISDICTION

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

Schedule 3

Financials

1. The DFE shall pay the Contractor the Charges in accordance with the Contract, subject to successful delivery of the Services against the KPIs or Service Levels set out in schedule 4. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise between the Contractor and the DFE, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
2. The DFE may review the detailed costs set out in the Implementation Plan to ensure that the Contract is value for money.
3. Indexation shall not apply to the Charges.
4. The Contractor shall be entitled to invoice the Charges following acceptance by the DFE of satisfactory completion of the Services or, where performance of the Services will continue, either monthly in arrears or on satisfactory completion of milestones as set out in the delivery milestones, outputs or outcomes (as set out in the tables below).

Table 1 – milestones, outputs/outcomes and costs

Milestone	Outputs	Outcomes	Costs (ex VAT)
Stage 1 May-September 2016	<ul style="list-style-type: none"> Intensive research planning and data gathering Identifying and developing SEND Reform CCTs in youth justice system training plan Building on-line training infrastructure for all the identified relevant professionals and remodelling content Building a cross-cutting professional community of practice of min. 500 (up to 600) stakeholders through professional networking. Reach achieved through utilisation of existing network of professionals cultivated by NCB plus additional YOTs via that AYM 	<ul style="list-style-type: none"> Review of how current practice around SEND Reforms impacts within YJ system. Identification of effective practice to inform workshops, complemented by online information, training and advice offer. 600 multi-agency professionals engaged with the youth secure estate benefit from a community of practice around identifying and supporting YP with SEND. 	
Stage 2 October-November 2016	<ul style="list-style-type: none"> Deliver 5 regional workshops, reaching 200 delegates (40 per workshop) Compile Interim Report Launch on-line Information Training and Support portal (the Youth Justice SEND Bubble) 	<ul style="list-style-type: none"> YOTs and professionals involved in the youth secure estate (LA SEN teams, education providers, governors managers, CAMHS, health and social care 	

		<p>professionals better able/more confident to identify and support YP SEND (evidence secured via before/after event questionnaires)</p> <ul style="list-style-type: none"> • Creation of a multi-professional, national learning network of up to 600 people around identifying and supporting YP SEND. 	
Stage 3 December 2016- January 2017	<ul style="list-style-type: none"> • Deliver 5 regional workshops, reaching 200 delegates (40 per workshop) • Joint training using on-line resources completed and evaluated (target five YOTs and professionals involved in the youth secure estate (LA SEN teams, education providers, governors managers, CAMHS, health and social care professionals • Gather 5 Effective Practice Case Studies • Trial SEND Reform YOT Peer Review Process • Interim report published subject to DfE approval . 	<ul style="list-style-type: none"> • Development and trial of a YOT SEND Peer Review Process 	
Stage 4 February- March 2017	<ul style="list-style-type: none"> • Prepare and publish final report and recommendations • Update on-line training and resources in response to evaluation and feedback 		
TOTAL			£166,647
TOTAL INC VAT			£199,974

[This shall be finalised at contract fine tuning stage and will comprise the Specification]

5. Funds allocated to a particular expenditure heading in Table 1 are available for that expenditure heading only. Funds allocated to a particular accounting year are available

for that accounting year only.

Table 2 – Detailed Cost Matrix <REDACTED>

1311 SEND Contract 01						
Indicative Costing						
Cost Category	Day Rate			Add Vat 20% (if applicable)	Gross Value	Notes- Key Activities
		Days	Cost			
Project Lead (and delegated support from within Project Management Team)		110				Overall project co-ordination; regular strategic operational meetings with project leads at MMU/AYM to monitor project delivery plan against milestones and KPIs; daily liaison with DfE; recruit and manage advisory panel; i/c communication strategy; operational delivery; wider stakeholder liaison; monthly project reporting (to key stakeholders, to wider community); liaison with E-Learning Development Director and IT team; programming and management of regional conferences; responsible for final report and recommendations. Overall leadership and management of regional training events, including creation of publicity, pre-meeting networking, developing training plan and training materials. Including delegation of some operational responsibilities to extended Project Delivery Team.
Executive Oversight and Strategic Resource Allocation		3				Executive oversight of project; high level project/delivery plan internal and external accountability; deployment of human and physical resource; cross-project strategic view and executive liaison with DfE.
Materials Director/E-Learning Development and commissioning		30				Construction of Youth Justice Bubble infrastructure; import of materials from school programme; liaison with identified stakeholders to remodel existing materials for youth justice sector; uploading and updating monthly reports; web-based case studies, surveys and polls; manage YOT pass codes and dissemination.
IT Support/Development		20				Problem-solving user issues (access, log-ins, etc.) for duration of tender; web design if alterations needed to WIR+ data entry portal; data management from WR+ to partners.
Communications		10				10 monthly newsletters (prepared by project lead) + social media dissemination
Transcription Services		1				Transcribing oral/recorded CYP and family interviews, to accurately capture first-hand testimony and inform research evidence base
HR & Finance Function Team Operations		4				Financial audits and probity; managing payments to partners and commissioned contractors
Administration & Coordination		95				General administrative support for project, frontloaded capacity for first six months, tapering off towards end of project
Travel and subsistence		90				To support visits to secure estate, face-to-face meetings with DfE/major stakeholders, interviews and data gathering, servicing regional conferences
Materials design / print						Publicity brochures, materials for conferences, final report
Couner		10				Materials to support regional conferences (banners, delegate packs, etc.)
Support staff for conferences		10				Meet and greet, management support on the day
Venues for regional events		10				Venues suitable for 50 delegates + refreshments + lunch
Sub-Total						
Consortium Costs						
Manchester Metropolitan University						Allocation £51,000
Research staff costs (Average)		105				Day rates vary from 3416 to £238 depending on seniority. Detailed breakdown available of staffing costs by individual and by project role
Purple Patch training		1				Connecting with CYP with SEND specialist training
Sub-Total						
AYM						
Coordinator capacity building		26				AYM Administrator additional time to conduct network co-ordination and dissemination activities
Network capacity building		35				Capacity building for regional AYM Lead Officers to animate network, for liaison work with AFA and MMU, and to develop and trial SEND Reform Peer Reviews
Travel and subsistence		30				Cover regional networking and liaison costs
Sub-Total						
External Sub-Total						
Overall Totals						
			£166,645	£33,329	£199,974.00	
			£166,645	£33,329	£199,974.00	

Schedule 4

KPIs, Service Levels and Service Credits

- 1 The objectives of the Service Levels are to:
 - 1.1 ensure that the Services are of a consistently high quality and meet the requirements of the DFE;
 - 1.2 provide a mechanism whereby the DFE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the Services; and
 - 1.3 incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

SERVICE LEVELS

- 2 This Schedule 4 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
- 3 The Contractor shall monitor its performance against of each of the Service Levels in and send the DFE a report detailing the Service Levels which were achieved in accordance with the provisions of this schedule 4.
- 4 If, during a Service Period, the Contractor:
 - 4.1 achieves a Service Level no Service Credits will accrue to the Contractor in respect of that Service Level;
 - 4.2 is below a Service Level the appropriate number of Service Points will accrue to the Contractor in respect of that Service Level; or
 - 4.3 fails to meet 4 or more Service Levels in any consecutive 3 months, the DFE may terminate the Contract and/or seek damages in addition to any Service Credits which have already been accrued by the Contractor and are payable by the Contractor to the DFE.

SERVICE CREDITS

- 5 Accrual of Service Credits shall entitle the DFE to a reduction in the Charges. The Contractor shall set-off the value of any Service Credits against the appropriate invoice in accordance with schedule 3. The mechanism for recovery of any Service Credits will be developed and agreed with the Contractor within the first 3 months of the Contract.
- 6 The Contractor confirms that it has modelled the Service Credits and has taken them into account in calculating the Charges. Both Parties agree that the Service Credits are a reasonable method of adjusting the Charges to reflect poor performance

Table 3 KPIs

KPI	Measurement Period	Measure	Monitoring method	Service Credit applied
Data set agreed with Department for Education, and research model developed by MMU (including HTML portal, interview structures and related data gathering protocols).	May - July	Data set agreed	Review of research model	
On-line Community of Practice built and beta tested	May - July	On-line resource	Link to beta-site	
SEND Reform CCT Training model developed (face-to-face and on-line)	May - July	Training materials	Link to SEND Reform CCT training model	
All 100 YOT Managers contacted, contact book of cross-sector workers begins to be assembled	May - July	Contact book	Link to contact book	
Qualitative research with 30 CYP in youth justice system (including secure estate) and 30 with parents and carers planned and 60% completed.	August - October	Numbers of children and young people and parents interviewed	Examples of interviews undertaken and schedule of interviews to be completed	
Registration for regional workshops opens – at least 400 participants register to attend the 10 events	August - October	Events booked Registration numbers	Registrations to workshops	
Minimum of five YOTs selected to trial remote on-line professional development sessions	August - October	Number of YOTs who agree to trial	Feedback from the YOTs undertaking the online sessions	
600 professionals from cross sector teams and the secure estate registered within community of practice	August - October	Numbers of professionals registered	List of registered users	
First five regional workshops delivered (minimum of 200 participants)	August - October	Workshop dates and attendance	Delegate list	
Interim Report prepared	August - October	Electronic report	Review of Interim Report	
All CYP/parent and carer interviews completed	November – January 2017	Numbers of children and young people and parents interviewed	List of completed interviews	

KPI	Measurement Period	Measure	Monitoring method	Service Credit applied
Second set of five regional workshops delivered (minimum of 200 participants)	November – January 2017	Workshop dates and attendance	Delegate list	
Interim report published (subject to agreement with DfE): further data gathering schedule agreed with DfE if required	November – January 2017	Electronic report and publication date	Copy of interim report	
Joint training using on-line resources completed and evaluated (minimum five YOTs and professionals involved in the youth secure estate (LA SEN teams, education providers, governors managers, CAMHS, health and social care professionals	November – January 2017	YOTs which participated number of professionals that participated	Feedback from those undertaking the training	
YOT Peer Review Process trialled in two YOT teams (with approx. 10 professionals)	November – January 2017	Number of teams and professionals that participated	Review of the Peer Review process	
On-line training updated and refined following evaluation of training events	February – April 2017	On-line resource	Link to updated online training	
YOT Peer Review Process evaluated	February – April 2017	Evaluation report	Evaluation documents	
Exploration of potential to drive change via inspection of YOTs.	February – April 2017	AYM lead this discussion facilitated by DfE/MoJ	Emails evidence of contact/notes from meeting	
Final report published – subject to agreement with DfE	February – April 2017	Electronic report – publication date	Final report	

Table 4 Service Levels

Service Level	Measure	Compliance
Reporting Meetings and	Monthly reporting: submit a monthly programme report by the third Business Day of the month, including any exception events within this report.	100% - DFE monitoring
	Contractor meetings – monthly	
	Development and operations meetings – as required	
Administration/Communication	In delivering the Services offer a responsive and supportive service to participants and their facilitators.	
	Respond to 100% of queries and correspondence within 3 Business Days of receipt.	
Finance	Ensure that invoices are submitted to DFE within 10 Business Days of the end of the relevant charging period/completion of the activity	
Commercial Management	Ensure that Change Control Notes are signed by both Parties prior to any additional work being undertaken (DFE or Contractor to ensure paperwork is issued in a timely fashion when change required).	
Complaints	Ensure that all administrative Personnel are aware of and abide by relevant complaints procedures.	
	Main management contact to report all complaints orally and in writing to DFE within 3 Business Days.	
Records and questionnaires	Ensure that all records are maintained and kept up to date throughout the Term. Records must be updated within 5 Business Days of a request being made or an event taking place (subject to system availability).	100%- Questionnaire records
	Support the DFE to ensure appropriate questionnaires are completed throughout the Term.	
Delivery	Supply appropriate equipment to support the delivery of the Services at any face to face events.	100%-Event questionnaires
	Suitability of venue: events take place in venues and facilities which are relevant to the day.	
	Training shall take place in rooms which are suitable for the size of groups and set up in the style appropriate to the event	
Workshop Events	ICT should be adequate and meet the minimum specification of the course.	
	Refreshments must be provided and where overnight accommodation is required the facilities must comply with the venue specification.	
Evaluation	Contribute to the evaluation of the effects of its delivery by reviewing Service User satisfaction, learning outcomes, improvements in young offender's SEN support, and the commissioning of impact studies.	

Schedule 5
Implementation Plan

1. The Contractor shall provide the Services in accordance with the Implementation Plan set out below.
2. The Implementation Plan shall be sufficiently detailed as is necessary to manage the Services and any proposed changes are subject to the Change Control Procedure.
3. The Contractor shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that from the Service Commencement Date the Contractor is able to provide the Services:
 - 3.1 in accordance with the provisions of the Contract; and
 - 3.2 in a manner that maintains the continuity of Services to the DFE.
4. The Contractor shall monitor its performance against the Implementation Plan and report to the DFE monthly (or more frequently if so required by the DFE) on its performance.

Implementation Plan

May-16	Jun-16	Jul-16	Aug-16	Sep-16
<p>Adapt and re-model existing workforce professional development materials for use with professionals in the Youth Justice System.</p> <p>Coordinate the formation of an advisory panel.</p> <p>Build a bespoke on-line learning community infrastructure (Youth Justice Bubble).</p> <p>Use existing network systems to inform YOT Managers in AYM of forthcoming project and secure participation. Inform the youth secure estate and their education providers. Inform LA SEN teams and other relevant people in LAs. Inform health, CAMHS and Care professionals.</p> <p>Secure personal contacts with potential Advisory Panel representatives.</p> <p>Secure high level links with YJB to ensure project aligns to planned initiatives and developments, such as Youth Justice Resource Hub.</p> <p>Work with MMU to refine research model, project</p>	<p>1st Draft YJBubble outline plan and first content.</p> <p>Set date for first Advisory Panel meeting.</p> <p>Begin creating bespoke SEND Reform Training Plan (framework online and f-2-f).</p> <p>Create materials for AYM YOTs to secure wider joint participation with professionals across all sectors, at local level.</p> <p>Establish and agree contact detail protocols for establishing practitioner network. Use existing network systems to inform YOT Managers in AYM of forthcoming project and secure participation.</p> <p>Secure personal contacts with potential Advisory Panel representatives.</p> <p>Secure high level links with YJB to ensure project aligns to planned initiatives and developments, such as Youth Justice Resource Hub.</p> <p>Work with MMU to refine research model, project metrics, survey tools- begin identifying interviewees.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>	<p>Coordinate first meeting of Advisory Panel.</p> <p>Data and evidence gathering.</p> <p>Create materials for AYM YOTs to secure wider joint participation across all sectors, at local level.</p> <p>Begin planning regional Workshop geographical hubs locations etc.</p> <p>Bubble development continues.</p> <p>Data and evidence gathering.</p> <p>AYMs given promo tools to secure wider professional participation.</p> <p>Contact details (local YOT and wider professional networks) data harvest begins.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>	<p>Data and evidence gathering.</p> <p>YJBubble and associated on-line and f-2-f training materials ready for beta-testing.</p> <p>Regional Workshop Venues agreed: training plan agreed: beta testing of on-line resources continues: edits and refinement begins. Data and evidence gathering.</p> <p>Complete input and shaping of AYM Bubble content and emerging training plan for workshops.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p> <p>Qualitative reseach with CYP and parents/carers underway.</p>	<p>Review data and evidence gathering.</p> <p>Shape interim report.</p> <p>Shape Workshops.</p> <p>Continue with the building of wider network contact list and begin recruitment to regional events through local YOT networks and wider LA/social care/CAHMs stakeholders.</p> <p>Open bookings for Workshops.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>

<p>metrics, survey tools- begin identifying interviewees. Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>				
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Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
<p>Deliver 5 Regional Training and Dissemination Workshops.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>	<p>Deliver 5 Regional Training and Dissemination Workshops.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>	<p>Workshop Review - evaluate delegate training feedback: refine and update on-line resources and identify gaps.</p> <p>Evaluate delegate responses to interim report.</p> <p>Review and make changes to research model if required.</p> <p>Second meeting of advisory panel.</p> <p>Develop SEND Peer Review process.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>	<p>Develop and refine resources in YJBubble.</p> <p>Begin impact of training data collection via WR+.</p> <p>Begin to compile final project report and recommendations.</p> <p>Support impact of training data collection from YOTs.</p> <p>Trial SEND Peer Review process.</p> <p>Conduct final data and evidence gathering exercises.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>	<p>Final Advisory Panel Feedback and Recommendations.</p> <p>Process training impact data and pass to MMU and AYM.</p> <p>Receive final impact of training data from YOTs.</p> <p>Compile final report and recommendations.</p> <p>Exploration of possibility of driving change via inspection of YOTs - AYM lead conversations with HM Inspectorate, facilitated by DfE/MoJ.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>	<p>Evaluate SEND Peer Review process for final report.</p> <p>Present Final Report and Recommendations.</p> <p>Exploration of possibility of driving change via inspection of YOTs - AYM lead conversations with HM Inspectorate, facilitated by DfE/MoJ.</p> <p>Prepare and disseminate monthly newsletter to all multi-agency stakeholders.</p>

Schedule 6

Change Control Procedure

- 1 The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.
- 2 The Contractor shall use reasonable endeavours to incorporate minor changes requested by the DFE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.
- 3 Either Party may request a Variation provided that such Variation does not amount to a material change.
- 4 The DFE may request a Variation by completing the Change Control Note and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the DFE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
- 5 If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the DFE may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with clause 36.
- 6 If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on DFE.
- 7 The DFE shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.
- 8 The DFE shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.
- 9 The DFE may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

:

Contract Number		DFE Contract / Programme Manager
Contractor		Original Contract Value (£)
Contract Start Date		Contract Expiry Date

Variation Requested	
Originator of Variation (tick as appropriate)	DFE <input type="checkbox"/> Contractor <input type="checkbox"/>
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, contract period)	
Date of Variation commencement	
Date of Variation expiry (if applicable)	
Total Value of Variation £ (if applicable)	
Payment Profile (if applicable) e.g. milestone payments	

Revised daily rate (if applicable)	
Impact on original contract (if applicable)	
Supporting Information (please attach all supporting documentation for this Change Control)	
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.
Variation Agreed <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the Contractor: Signature..... Full Name..... Title..... Date..... </div> <div style="width: 45%;"> For the DFE: Signature..... Full Name..... Title..... Date..... </div> </div>	

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

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

Schedule 7

Key Personnel and Key Sub Contractors

Key Personnel

The individuals listed in the table below are Key Personnel:

Name	Role	Period of Involvement
Prof Sonia Blandford	Consortium Lead; <i>Project role in consortium delivery:</i> Executive overview, monitoring, accountability against KPIs, executive liaison with Department.	Inception to close
Marius Frank	Project Lead: responsible for oversight of project team. Co-ordinating E-development of the Youth Justice Bubble	Inception to close
Tbc (drawn from internal AfA capacity)	Project Manager: within AfA; Strategic and operational project management, day-to-day communication with Department and major stakeholders; management of AfA project staff.	Inception to close
Ian Langley	AYM Project Lead, coordination of AYM network, resource allocation to support delivery, recruitment of non-AYM YOTs into project	Inception to close
Dr Hannah Smithson	MMU Project Lead, co-ordination of all aspects research, data gathering and reporting	Inception to close

Key Sub-Contractors

The Contractor may sub-contract its obligations under the Contract to the Sub-Contractors listed in the table below.

Key Sub-Contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	Sub-contract Price expressed as a percentage of total projected Charges over Term	Role in delivery of the Services

Schedule 8

Data, Systems Handling and Security

Definitions

"BPSS"	<p>means the Government's Baseline Personnel Security Standard for Government employees available at:</p> <p>www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf</p>
"CESG"	<p>is the United Kingdom government's national technical authority for information assurance, details of which can be found at:</p> <p>http://www.cesg.gov.uk/Pages/homepage.aspx</p>
"Control"	<p>means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" are interpreted accordingly;</p>
"DFE Assets"	<p>include but are not limited to DFE premises, IT systems and information with a classification up to confidential;</p>
"DFE Data"	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and:</p> <p>(i) which are supplied to the Contractor by or on behalf of the DFE; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) which are any Personal Data for which the DFE is the Data Controller;</p>
"Data Processor", "Personal Data", "Sensitive Personal Data", "Data Subject", "Process", "Processing" and "Data Controller"	<p>shall have the meanings given in the DPA;</p>
"EEA"	<p>the European Economic Area;</p>
"IT Security Health Check"	<p>means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system;</p>

“Malicious Software”

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

“Security Plan”

the Contractor’s security plan.

1. The DFE is the Data Controller and the Contractor is the Data Processor.
2. Both Parties may handle Personal Data and shall comply with their legal obligations under the DPA.
3. The Contractor shall notify the DFE as soon as it becomes aware of any actual or potential data incident or breach of its obligations under the DPA in relation to any Personal Data processed as a consequence of undertaking the Contract.
4. If the Contractor is processing Personal Data as a Data Processor for the DFE as a consequence of undertaking the Contract the Contractor shall:
 - 4.1 Process the Personal Data only to the extent and in such manner as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
 - 4.2 Process the Personal Data only in accordance with instructions from the DFE (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by the DFE to the Contractor during the Term);
 - 4.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 4.4 take reasonable steps to ensure the reliability of any Personnel who have access to the Personal Data;
 - 4.5 obtain the DFE’s prior written consent before transferring Personal Data to any Sub-Contractors or Associated Companies for the provision of the Services;
 - 4.6 ensure that all Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this paragraph 4;
 - 4.7 ensure that no Personnel publish or disclose any Personal Data to any third party unless directed in writing to do so by the DFE;
 - 4.8 notify the DFE within 2 Business Days if it receives:
 - 4.8.1 a request from a Data Subject to have access to that person’s Personal Data; or
 - 4.8.2 a complaint or request relating to the DFE’s obligations under the DPA;
 - 4.9 provide the DFE with full cooperation and assistance in relation to any

complaint or request made, including by:

- 4.9.1 providing the DFE with full details of the complaint or request;
 - 4.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the DFE's instructions;
 - 4.9.3 providing the DFE with any Personal Data it holds in relation to a Data Subject (within the timescales required by the DFE); and
 - 4.9.4 providing the DFE with any information requested by the DFE;
 - 4.10 permit the DFE or any duly authorised representative of the DFE (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the DFE to enable the DFE to verify and/or procure that the Contractor is in full compliance with its data protection obligations under the Contract;
 - 4.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the DFE); and
 - 4.12 subject to paragraph 5, not Process or otherwise transfer any Personal Data outside the EEA.
5. If, after the Effective Date, the Contractor (or any Sub-Contractor) wishes to Process and/or transfer any Personal Data outside the EEA the Contractor shall:
- 5.1 submit a request for a Variation to the DFE which shall be dealt with in accordance with the Change Control Procedure;
 - 5.2 set out in its request for a Variation:
 - 5.2.1 the Personal Data which will be Processed and/or transferred outside the EEA;
 - 5.2.2 the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the EEA;
 - 5.2.3 any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data outside the EEA; and
 - 5.2.4 how the Contractor will adequately protect (in accordance with the DPA and in particular so as to ensure the DFE's compliance with the DPA) Personal Data to be Processed and/or transferred outside the EEA.
6. If evaluating the request for a Variation pursuant to paragraph 5:
- 6.1 the Parties shall consider current policies and guidance of the DFE, Government and the Information Commissioner's Office and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the EEA and/or overseas generally; and
 - 6.2 the Contractor shall comply with any instructions which the DFE may notify in writing.
7. Insofar as the Contractor processes Personal Data for its own administrative purposes, whilst undertaking the Contract the Contractor shall comply at all times with the DPA and shall not perform its obligations under the Contract in such a way as to cause the DFE to

breach any of its obligations under the DPA.

8. The Contractor shall:

- 8.1 employ appropriate organisational, operational and technological processes and procedures to keep DFE Data safe from unauthorised use or access, loss, destruction, theft or disclosure which comply with ISO/IEC 27001 as appropriate to the Services;
- 8.2 not delete or remove any proprietary notices contained within or relating to DFE Data;
- 8.3 preserve the integrity of DFE Data and prevent the corruption or loss of DFE Data;
- 8.4 ensure that any files containing DFE Data are stored on the Contractor's secure servers and/or secured Contractor Equipment;
- 8.5 ensure that DFE Data relating to the Contract is segregated from other data on its IT systems so that DFE Data can be securely deleted if required;
- 8.6 not keep DFE Data on any Contractor Equipment unless it is protected by being fully encrypted and password protected and its use is necessary for the provision of the Services;
- 8.7 ensure that any hard copy is destroyed by cross-cut shredding and secure recycling of the resulting paper waste;
- 8.8 perform secure back-ups of all DFE Data and ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the DFE at all times upon request;
- 8.9 not store or host DFE Data outside the United Kingdom or perform any ICT management or support without the DFE's prior written consent;
- 8.10 ensure that any DFE Data sent to any third party is:
 - 8.10.1 sent by CD or DVD;
 - 8.10.2 fully encrypted and password protected, with the password for files sent separately from the data;
 - 8.10.3 carried by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.

9. If DFE Data is held and/or processed by the Contractor, the Contractor shall supply DFE Data to the DFE as requested and in the format specified by the DFE.

10. If DFE Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the DFE may:

- 10.1 require the Contractor at the Contractor's expense to restore or procure the restoration of DFEs Data as soon as practicable; and/or
- 10.2 itself restore or procure the restoration of DFE Data and may invoice the Contractor for any reasonable expenses incurred in doing so.

11. If at any time the Contractor suspects or has reason to believe that DFE Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, the Contractor shall notify the DFE immediately and inform the DFE of the remedial action the Contractor proposes to take.

12. The Contractor shall comply, and shall procure that Personnel comply, with DFE's Security Standards as set out in the annexe to this schedule 8 and the Security Plan.
13. The Contractor shall ensure that the Security Plan fully complies with the DFE Security Standards.
14. The DFE shall notify the Contractor of any changes to the DFE Security Standards.
15. If the Contractor believes that a change to the DFE Security Standards will have a material and unavoidable effect on its costs it may submit a request for a Variation in accordance with the Change Control Procedure. Any request must include evidence of the cause of any increased costs and the steps it has taken to mitigate those costs.
16. Until a Variation is agreed pursuant to paragraph 15 the Contractor shall continue to perform the Services in accordance with its existing obligations.
17. The Contractor shall use the latest versions of anti-virus definitions available to check for and delete Malicious Software from the Contractor's ICT.
18. Notwithstanding paragraph 17, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption DFE Data, assist each other to mitigate any losses and to restore the Services to their maximum operating efficiency.
19. Any cost arising out of the actions of the Parties taken in compliance with paragraph 18 shall be borne:
 - 19.1 by the Contractor if the Malicious Software originates from the Contractor's software, any software owned by a third party or DFE Data whilst under the control of the Contractor; and
 - 19.2 by the DFE if the Malicious Software originates from the DFE's software or DFE Data whilst under the control of the DFE.

ANNEXE to Schedule 8

DFE SECURITY STANDARDS

1. The Contractor shall comply with ISO/IEC/27001 and ISO/IEC27002 or equivalent standards.
2. The Contractor shall apply the Government's Protective Marking Scheme ("**GPMS**") in respect of any DFE Data it handles in the course of providing the Services. If the Contractor has an existing protective marking scheme it may continue to use this but must map the GPMS against it to ensure the correct controls are applied to DFE Data.
3. Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme and the method shall be approved by the DFE prior to being used to transfer any DFE Data. If the transfer, handling removable media or handling of portable ICT Equipment involves bulk personal data the encryption shall be certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme.
4. Any portable removable media (including but not limited to pen drives, memory sticks, CDs, DVDs, PDPs and USB devices) used to handle, store or process DFE Data, Personal Data and/or Sensitive Personal Data in connection with the Service, shall be under the configuration management of the Sub-Contractor providing that part of the Service, shall be necessary to deliver the Service, and shall be full-disk encrypted using a product certified to FIPS140-2 or under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme. Should the transfer or handling of portable ICT involve bulk Personal Data the encryption shall be certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme.
5. All portable ICT (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way DFE Data to deliver and support the service, shall be under the configuration management of the Sub-Contractor providing that part of the Service, shall be necessary to deliver the Service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme. If the transfer or handling of portable ICT involves bulk Personal Data the encryption shall be certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme.
6. All paper documents containing DFE Data shall be:
 - a. securely protected whilst in the Contractor's care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation; and
 - b. transmitted, both within and outside the Contractor's premises, in such a way as to ensure that no unauthorised person has access.
7. At the end of the Term or if ICT fails or becomes obsolete, all ICT holding DFE Data shall be securely cleansed or destroyed using a CESSG approved product or method. If this is not possible for legal, regulatory or technical reasons the Contractor shall protect the ICT until such time as it can be securely cleansed or destroyed.
8. Access by Personnel to DFE Data shall be confined to Personnel who need to know because their access is essential for the delivery of the Service. All Personnel with direct or indirect access to DFE Data must be subject to pre-employment checks equivalent to or higher than the BPSS.
9. Personnel who handle DFE Data must have annual awareness training in protecting information.
10. The Contractor shall have robust business continuity arrangements and processes

including disaster recovery plans and procedures compliant with ISO22301 to ensure that the delivery of the Contract is not adversely affected if there is an incident.

11. Any non-compliance with DFE Security Standards, or any suspected or actual breach of the confidentiality or integrity of DFE Data being handled in the course of providing the Services, shall be immediately escalated to the DFE.
12. The Contractor shall ensure that any systems and hosting environments that are used to hold DFE Data being handled, stored or processed in the course of providing the Services are subject to IT Security Health Checks at least annually. The Contractor shall inform the DFE if there are any results of IT Security Health Checks which are relevant to the Service and shall promptly complete any necessary remedial work which is identified.
13. The Contractor shall keep an audit trail of where the DFE's Data is held, including all ICT. The DFE may audit the Contractor with 24 hours' notice in respect of the Contractor's compliance with this schedule 8.

Schedule 9
Commercially Sensitive Information

The original Tender from AfA:

1311 SEND Contract 01: To support implementation of the Children and Families Act 2014, Part 3, S70-75 so that the young offender teams, the youth secure estate and local authorities are supported to effectively identify and meet young offender's SEN.

Response to Invitation to Tender



March 2016

Achievement for All

Association of Youth Offending Team Managers

Manchester Metropolitan University

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Section 2 Management Summary

Achievement for All (AfA), the Association of Youth Offending Team Managers (AYM) and Manchester Metropolitan University (MMU) have formed a powerful, solution-focused partnership that will support **all** front line professionals working in the youth justice system and the secure estate to transform outcomes for young people who offend, (or are at risk of doing so), who have special educational needs, through supporting the system to bring about a culture and behaviour change around effective SEND joint working.

Achievement for All has been at the forefront of workforce development and evidence-based change management aligned to SEND Reforms processes and practice, in 4,500 education settings and colleges across England, from mainstream to specialist provision, including PRUs (Pupil Referral Units). AfA has a long and highly successful record of delivering Department contracts which are national in scope, that involve complex project management and partnership working.

Youth Offending Teams (YOTs) are at the very heart of the youth justice system, operating in the community, within the secure estate, and post-custody. They have pivotal links with professionals in Local Authorities, Health and Social Care teams, education and health providers in the secure estate, and most importantly, young offenders, their Parents and Carers.

AYM is the National Association in England for Heads of Youth Offending Services and those within a management position with YOTs. Over 80% of YOTs in England are AYM members. The AYM gives the partnership a profound in-depth knowledge and understanding of the challenges facing young people with SEND in the criminal justice system, and the professionals who work with them. AYM has an elected regional representative for each area of England and would use these regional links to secure participation. There is no better placed an organisation to support the rapid establishment of a networked community of professional dialogue, peer-to-peer sharing, learning and practice development.

Manchester Metropolitan University has a long history of involvement both in SEND and the youth justice sectors. They run one of the largest SENCO (Special Education Needs Coordinators) training programmes for English Local Authorities, and play a central role within The Greater Manchester Youth Justice University Partnership, which is a unique collaboration for knowledge exchange between YOT practitioners and university researchers, aiming to transform outcomes for all young offenders.

The table below outlines the key deliverables and key outcomes.

A lasting legacy of the project will be the Youth Justice SEND Bubble: the establishment of a nation-wide learning community for **all** professionals in the secure estate and wider youth justice system that will be an ideal platform to:

- a) safeguard the legal rights of children and young people with SEN as defined by the SEN Code of Practice 2014 and Children and Families Act 2014
- b) Develop and secure more effective joint working between YOTs and LA SEN Teams, education providers in the secure estate (all types), governors, managers and staff in the secure estate responsible for education; CAMHS and health (commissioners and local providers) and social care professionals, in order to
- c) secure an improved quality of provision for the young people with special education needs that they jointly serve.

Furthermore, if the change agenda signalled by the current Review of the Youth Justice System becomes a reality, and smaller “secure schools” are created that come under the leadership of the Department for Education, Achievement for All is ideally placed to support the process at local, regional and national levels, helping to secure *continuity* of provision.

Workstreams	Key deliverables	Outputs and Outcomes
1 Awareness-raising and knowledge building	Data gathering, analysis and research into SEND Reform Cross-Cutting Themes (CCTs) within Youth Justice System (national data streams, YOTs, health and care professionals, educators in secure estate, etc.)	An extensive mapping and review of how current practice relating to SEND Reform CCTs impacts within the Youth Justice System, informed by the voice of lead professionals, Parents and Carers and, most critically, children and young people
	Deliver 10 regional information training and support workshops based on identified SEND Reform CCTs Creating a “Youth Justice Bubble” on-line community of practice infrastructure to support SEND Reform CCT information training and support	The identification of evidence-based effective practice, to inform a sequence of regional training and support workshops, complemented and supplemented by a comprehensive on-line information training and advice offer
2 Building networks and sharing good practice	Evidence-based effective practice data gathered from YOT networks	Establishing a joint service community of practice centred around YOTs which include LA SEN Teams, education

	<p>Deliver 10 regional information training and support workshops to deliver joint sector training on SEND Reform CCTs</p> <p>Build a national learning network of SEND youth justice professionals within and between YOTs</p>	<p>providers in the secure estate (all types), governors, managers and staff in the secure estate responsible for education; CAMHS and health (commissioners and local providers) and social care professionals</p> <p>The creation of a single shared platform to support secure data gathering, professional learning, as well as the rapid dissemination of case studies and research findings, which harnesses the creative energy of the entire sector to drive innovation and change</p>
3 Working with young offenders and their parents	<p>Data gathering from young people with SEND, and their families, at all phases of the criminal justice system, including custody (with EHCPs, at SEN Support stage, and those with high level needs yet to be assessed)</p>	
4 Monitoring outcomes and improving the system	<p>Create secure data entry portal for YOTs, and calls for evidence-based effective practice</p> <p>Surveys to YOTs and other stakeholders pre- and post-training</p> <p>Reports, Case Studies and Recommendations (to include:</p> <ul style="list-style-type: none"> • the outcomes of YOT SEND Peer Review Trial • suggestions for improving YOTI (Youth Offender Team Inspection) to reflect the YOT and LA duties to support young offender with SEN). • The possibilities of creating a needs based advocacy service for young people with SEND and their parents 	<p>Developing and trialling a YOT SEND Peer Review Process</p> <p>Consult with HM Inspectorate of Probation in respect of improving Youth Offender Team Inspection (YOTI) to reflect the YOT and LA duties to support young offenders with SEN.</p> <p>Monthly newsletters, social media briefings and a series of formal reports to key stakeholders, containing research findings, identification of effective practice in terms of joint working and the implementation of SEND Reforms in the youth justice system, with a final report outlining recommendations to secure better outcomes for children and young people with SEND, aligned to emerging policy decisions and to inform the current Review of the Youth Justice System</p>

Section 3 Part 1 Assessment Response form – Selection Criteria

3.1.1 Principal Applicant

Surname:	Blandford	Forename:	Sonia
Title:	Professor	Position:	Founder and CEO

Company Name: Achievement for All (3As) Ltd	
Address: St Anne's House, Oxford Square, Oxford Street, Newbury, Berkshire	
Postcode: RG14 1JQ	
Company or charity number: 07528857	
Email: [REDACTED]	Phone: [REDACTED]

3.1.2. Organisational type

A Public Limited Company	<input type="checkbox"/>
A Limited Company	<input checked="" type="checkbox"/>
A sole trader	<input type="checkbox"/>
A partnership	<input type="checkbox"/>
A registered charity	<input checked="" type="checkbox"/>
Other (please specify)	<input type="checkbox"/>

3.1.3. Date on which the Organisation commenced business

14 th February 2011

3.1.4. Is the Organisation a subsidiary of another Company?

Name of holding or parent Company: No

Registered Offices of holding or parent Company: N/A
Name of ultimate parent: N/A

3.1.5. Please describe the status and nature of your proposed consortium

- Have all consortium partners been identified?
- Is there a formal agreement in place between consortium members?
- Has the consortium worked together on other contracts?

<p>Achievement for All, with its outstanding and sustained track record of evidence-based SEN system improvement across primary and secondary schools in England, will lead a consortium consisting of two other key partners: AYM (Association of Youth Offending Team Managers), connecting with professionals at the very centre of youth justice processes and systems across the country, and Manchester Metropolitan University, with a strong profile for research and the development of innovative practice in this domain. This is a unique partnership, formed specifically to service the tender (therefore no previous work on other contracts). MoUs have been prepared to formalise partnership working.</p>

3.1.6. Please give details of the other members of your consortium and the services they would supply

Co-applicant 1

Company Name: Association of Youth Offending Team Managers			
Surname:	Langley	Forename:	Ian
Title:	Mr	Position:	Secretary

<p>Address: c/o Anthony Collins Solicitors, 134 Edmund Street, Birmingham</p> <p>Postcode: B3 2ES</p>

Company number: 06844301	
Email: [REDACTED]	Phone:

Co-applicant 2

Company Name: Manchester Metropolitan University			
Surname:	Smithson	Forename:	Hannah
Title:	Dr	Position:	Reader in Criminology

Address: Manchester Metropolitan University, All Saints, Manchester	
Postcode: M15 6BH	
Company number: N/A	
Email: [REDACTED]	Phone: [REDACTED]

3.2.1 Grounds for Mandatory rejection

• 3.2.1.1 Achievement for All

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
d) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);	No
• corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);	No
• the offence of bribery;	No
• fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:	No
a. the offence of cheating the Revenue;	No
b. the offence of conspiracy to defraud;	No

c. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	No
d. fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	No
e. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;	No
f. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or	No
g. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;	No
<ul style="list-style-type: none"> • money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or 	No
<ul style="list-style-type: none"> • any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. 	No

- **3.2.1.2 Association of Youth Offending Team Managers**

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
e) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);	No
<ul style="list-style-type: none"> • corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended); 	No
<ul style="list-style-type: none"> • the offence of bribery; 	No
<ul style="list-style-type: none"> • fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of: 	No

a. the offence of cheating the Revenue;	No
b. the offence of conspiracy to defraud;	No
c. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	No
d. fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	No
e. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;	No
f. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or	No
g. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;	No
<ul style="list-style-type: none"> • money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or 	No
<ul style="list-style-type: none"> • any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. 	No

• **3.2.1.3 Manchester Metropolitan University**

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
f) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);	No
<ul style="list-style-type: none"> • corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended); 	No
<ul style="list-style-type: none"> • the offence of bribery; 	No
<ul style="list-style-type: none"> • fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the 	No

protection of the financial interests of the European Union, within the meaning of:	
a. the offence of cheating the Revenue;	No
b. the offence of conspiracy to defraud;	No
c. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	No
d. fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	No
e. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;	No
f. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or	No
g. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;	No
<ul style="list-style-type: none"> money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or 	No
<ul style="list-style-type: none"> any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. 	No

3.2.2 Grounds for discretionary rejection

• 3.2.2.1 Achievement for All

Is any of the following true of your organisation?	
(a) <u>being an individual</u> , is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted	No

a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	
(b) <u>being a partnership constituted under Scots law</u> , has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	No
(c) <u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	No
Has your organisation	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	No
(b) committed an act of grave misconduct in the course of your business or profession;	No
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	No
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	No
e) been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?	No

• **3.2.2.2 Association of Youth Offending Team Managers**

Is any of the following true of your organisation?	
---	--

(a) <u>being an individual</u> , is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	No
(b) <u>being a partnership constituted under Scots law</u> , has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	No
(c) <u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	No
Has your organisation	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	No
(b) committed an act of grave misconduct in the course of your business or profession;	No
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	No
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	No

e) been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?	No
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• **3.2.2.3 Manchester Metropolitan University**

Is any of the following true of your organisation?	
(a) <u>being an individual</u> , is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	No
(b) <u>being a partnership constituted under Scots law</u> , has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	No
(c) <u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	No
Has your organisation	

(a) been convicted of a criminal offence relating to the conduct of your business or profession;	No
(b) committed an act of grave misconduct in the course of your business or profession;	No
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	No
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	No
e) been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?	No

3.2.3. Business and professional conduct

• 3.3.3.1 Achievement for All

(a) Are there any court or tribunal proceedings outstanding against the Organisation?	No
In the last three years has the Organisation:	
(b) Been involved in any court or tribunals proceedings?	No
(c) Paid damages in respect of failure to perform any contract?	No
(d) Had a contract terminated?	No
(e) Been successfully sued for breach of contract?	No

- 3.3.3.2 Association of Youth Offending Team Managers**

(a) Are there any court or tribunal proceedings outstanding against the Organisation?	No
In the last three years has the Organisation:	
(b) Been involved in any court or tribunals proceedings?	No
(c) Paid damages in respect of failure to perform any contract?	No
(d) Had a contract terminated?	No
(e) Been successfully sued for breach of contract?	No

- 3.3.3.3 Manchester Metropolitan University**

(a) Are there any court or tribunal proceedings outstanding against the Organisation?	No
In the last three years has the Organisation:	

(b) Been involved in any court or tribunals proceedings?	No
(c) Paid damages in respect of failure to perform any contract?	No
(d) Had a contract terminated?	To the best of our knowledge, our answer to this question is 'no'. However, please note that our organisation is a large university with complex and multi-faceted relationships with many external organisations and therefore it is impossible for us to be definitive.
(e) Been successfully sued for breach of contract?	No

3.4.1 Financial data

- 3.4.1.1 For the Organisation

	Total turnover	Services turnover
Last complete financial year	████████	████████
Last but one financial year	████████	████████

- **3.4.1.2 For the Group – N/A**

3.4.3. Bank Details

Barclays Bank		
90-93 Broad Street		
Reading		
Berkshire		
RG1 2AP		
Achievement for All (3As) Ltd		
	Sort Code:	

Number of Years account has been open:

4 Years

May bankers be approached for a reference:

YES





3.4.4. Insurance details

Public Injury (£)	Damage to Property (£)	Third Parties (£)
£5 Million	£5 Million	£5 Million

3.4.5. Financial details of the other members of your consortium

Co-applicant 1 – Association of Youth Offending Team Managers

	Total turnover	Services turnover
--	----------------	-------------------

Last complete financial year		
Last but one financial year		

Co-applicant 1 – Manchester Metropolitan University

	Total turnover	Services turnover
Last complete financial year		
Last but one financial year		

3.5.1 People and Organisation

• 3.5.1.1. How many staff (FTE) are employed in the Organisation (incl any co-applicants)

Total staff: Figure for AFA+AYM only* AfA – 76.17 fte AYM** = 0.4ft	Services staff: Figure for AFA and AYM only* AfA – 22.43 fte
--	--

* Manchester Metropolitan University staffing is not included, for the obvious reason that only a handful of research staff will be directly involved in the tender (see below)

** WYM are an association with a total membership of 80. Associate members will be involved in the project.

• 3.5.1.2 Recruitment

If the Organisation was awarded the Contract would it expect to recruit the team for the Contract from within the Organisation or consortium, or from outside the Organisation or consortium **and** what is the total number of staff expected to be involved with delivering the service? If the plans are to recruit outside the organisation what are the recruitment procedures and how would this be managed?

All project staffing will be recruited within organisations. AYM – we will build capacity from within the AYM (no more than 1fte) MMU – 8 members of staff AfA – 25 members of staff

3.6. Experience in delivering related services

3.6.1. Contracts and/or grants awarded: Please list a maximum of three relevant contracts the Organisation has been awarded over the last three years:

Contract / Grant 1

Client organisation: Department for Education
<p>Brief description of the services provided (Maximum 50 words):</p> <p>National roll out of AfA. Disseminate evidence-based best practice delivering SEND Reforms to leaders, teachers, parents, carers, CYP and the wider community. Deliver an e-learning platform (The Bubble) and Community of Practice extending reach through partnerships and collaborations improving outcomes for all learners vulnerable to under achievement (1.75 million reached).</p>
Period of contract (years): 5 years
Status (current/finished/terminated): Finished March 31 st 2016
Approximate total value: £17,699,804 (exclusive of VAT)
<p>Contact name address and telephone number:</p> <p>██████████ 0-25 SEND Unit Childcare SEN and Children's Strategy Sanctuary Buildings London SW1P 3BT Tel no. ██████████</p>

Contract / Grant 2

Client organisation: Manchester Metropolitan University / Youth Justice Board
<p>Brief description of the services provided (Maximum 50 words):</p> <p>MMU Process Evaluation of Re-settlement Consortia in High Custody Areas: Evidence-based findings to help inform future delivery of the Transforming Youth Custody programme. Approximately 70 interviews with YOS practitioners conducted in four geographical areas which represented the consortia areas: South/West Yorkshire, East Midlands, North East and South London.</p>
Period of contract (years): 2 years
Status (current/finished/terminated): Current
Approximate total value: £77,510

Contact name address and telephone number:

██████████
Social Research and Effective Practice Team
Youth Justice Board
Mailpoint 1255
12th Floor
102 Petty France
London
SW1H 9AJ

Tel no ██████████

Contract / Grant 3

Client organisation: Department for Education

Brief description of the services provided (**Maximum 50 words**):

AfA with partners: Training staff from 1,500 schools to reduce the impact and incidence of bullying on learners with SEND. AfA were responsible for this aspect of a consortium delivery plan led by Anti-Bullying Alliance, together with Council for Disabled Children and Mencap/Contact-a-Family. KPIs met or exceeded.

Period of contract (years): 2 years

Status (current/finished/terminated): Finished

Approximate total value (*AfA budget stream within contract*): £283,920

Contact name address and telephone number:

██████████
Anti-Bullying Alliance
National Children's Bureau
8 Wakley Street
London
EC1V 7QE

Tel no. ██████████

3.6.2 Relevant experience: please set out (with a Maximum 300 words per bullet,) the experience the organisation has of

- Working with local authorities, Youth Offending Teams, the Youth Justice Board, the secure estate and education providers within it, health commissioning bodies, social care, relevant voluntary and community sector bodies and work with children and young people to support the delivery of national policy or services;
- Innovative delivery and effective sharing of best practice;
- Building workforce capacity in a sustainable way;
- Skillful and motivational management and communications;

- Managing complex programmes using effective project management and reporting including risk management; and
- Using evidence and data to best effect.

Put here around 3 bullet points covering the main areas of experience required

- **Achievement for All**, an independent, not for profit charity, is a movement focused on educational change: building a world in which all children are seen as having potential regardless of background challenge or need. We are the leading provider of improved outcomes in reading, writing and maths for the 20% of pupils most vulnerable to underachievement, supported by wide ranging supplementary approaches designed to engage more effectively with the hardest to reach Parents and Carers, as well as strategies and approaches that build self-esteem, resilience and self-efficacy. We offer a tailored approach designed to meet the specific needs of each and every school setting. We have the ability to support schools in the secure collection and recording of evidence data, and use this robust and extensive evidence base to guide, justify and further develop our interventions, an evidence base independently assessed and corroborated by PwC. We have successfully managed large-scale and complex Department for Education contracts for over five years. Our current contract with The Department specifically to support the implementation of the SEND Reforms has been delivered successfully. We also have a track record of successful partnership working (e.g. a SEND Anti-Bullying initiative with Anti-Bullying Alliance that exceeded KPIs and was awarded the highest Department grade for project delivery). Our commitment to cost effective delivery, sustainable capacity-building within the workforce and system change innovation has led to the creation of The Bubble, our on-line e-learning platform. The Bubble supports a variety of continuous professional development models, from group awareness-raising and training, through individualised interactive learning to masters-level knowledge and skill development activity. We have consistently ensured that additional resources have been made available to those commissioned through bid funding, and we continue to supplement existing material with extensive best practice case studies from our community of practice.
- AYM is the National Association in England for Heads of Youth Offending Services and those within a management position with YOTs. Over 80% of YOTs in England are AYM members. Youth Offending Teams (YOTs) are at the very heart of the youth justice system, operating in the community, within the secure estate, and post-custody. They have pivotal links with professionals in Local Authorities, Health and Social Care teams, education providers in the secure estate, and most importantly, young offenders, their Parents and Carers. The AYM gives the partnership a profound in-depth knowledge and understanding of the challenges facing young people with SEND in the criminal justice system, and the professionals who work with them. There is no better placed an organisation to rapidly establish a networked community of professional dialogue, peer-to-peer sharing,

learning and practice development. AYM has an elected regional representative for each area of England and would use these regional links to secure participation across the professional sectors.

- Manchester Metropolitan University are a large scale provider of Masters-level CPD (Continuous Professional Development) with particular expertise in areas such as dyslexia and autism; running one of the largest SENCO training programmes for English Local Authorities. Their Education and Social Research Institute is rated in the top 20 in the UK (in the REF 2014 with 85% of research impact rated 'world leading' or 'internationally excellent' along with 67% of research outputs. MMU is also home to the Manchester Centre for Youth Studies (MCYS) which enables youth-informed, youth-led research, through the utilisation of a variety of creative methodologies. Members of the team are experts in participatory research and have vast experience in working with marginalised young people. They have extensive experience of working with a range of external organisations relevant to this bid, including the YJB (Youth Justice Board). In 2014, MMU set up the Greater Manchester Youth Justice University Partnership (GMYJUP) which involves each of the 10 Greater Manchester YOS (Youth Offending Services) and the YJB. This has created an innovative knowledge exchange between MMU and the Greater Manchester Youth Offending Services. Members of the research team sit on the YJB's academic round table for effective practice and partnerships. MMU have also worked with police forces and local authorities including Greater Manchester Police, West Yorkshire Police, Merseyside Police, Kirklees Council and Manchester City Council, and have close links to service leaders in Oldham, a lead Local Authority on the implementation of SEND Reforms.

Section 3 Part 2 Meeting the Specification – Award Criteria

3.2.1 Contract Requirement 1 – UNDERSTANDING AND COORDINATION (knowledge)

All children in the youth justice system are vulnerable by virtue of their young age and developmental immaturity. It is well established that high numbers of children who come to the attention of youth justice services have complex support needs, low levels of educational attainment, and far more unmet health needs than their peers. The 2010 Report 'Seen and Heard: Supporting Vulnerable Children in the Youth Justice System' found that children with learning disabilities and other impairments are more likely to go to prison than other young people because the youth justice system is failing to recognise their needs (Talbot, 2010). Research undertaken for the YJB across the juvenile secure estate, found that 21% of young people surveyed reported that they had learning difficulties and just under four-fifths (78%) of children in secure children's homes, 74% in secure training centres and 65% in Youth Offender Institutes (YOI) were recorded as having had a period of non-attendance at school. In recent years the custodial population has fallen – whereas around 3,000 children were in custody in 2008, the number now stands at around 1,000 (Office of the Children's Commission, 2015). The reduced size of the population of children in custody represents a real opportunity to effect change. The introduction of extended education to 30 hours a week provides additional confidence that change is possible.

• 3.2.1.1 Establishing a powerful partnership

Achievement for All (AfA), the Association of Youth Offending Team Managers (AYM) and Manchester Metropolitan University (MMU) have formed a unique, powerful and interdependent, solution-focused partnership to address the tender:

- Achievement for All is an award-winning national charity focused on evidence-based educational change; building a world in which all children are seen as having potential, and where every child is enabled to be the best that they can be regardless of their background, the challenges they face or the needs they may have.
- Achievement for All has been at the forefront of workforce development and evidence-based change management aligned to SEND Reforms processes and practice, in over 4,000 education settings and colleges across England, from mainstream to specialist provision, including PRUs (Pupil Referral Units), as well as support for Local Authorities, Parents and Carers and the wider workforce. Prior to September 2014, we delivered a Department contract ("Are We Ready?") which raised awareness and delivered critical knowledge and understanding through interactive on-line learning. Current contracts include the development of a free on-line tool to help Further Education settings understand where they are on the SEND Reform implementation journey,

consisting of SEND Reform self-audit tools plus additional resources and guidance, and the production of case studies detailing how all education settings are responding to the local impact of SEND Reforms eighteen months on.

Achievement for All will take overall responsibility for delivering the tender, including overall project co-ordination and management across partners, development and management of the SEND training programme (with sector input from AYM and MMU specialists), management of the developing Youth Justice Bubble and community of practice, secure data gathering, co-ordinating the monthly reporting to stakeholders, including Department reporting, newsletters and media releases, interim reporting and compiling the final report on behalf of the consortium.

- AYM is the National Association in England for Heads of Youth Offending Services and those within a management position with YOTs. Over 80% of YOTs in England are AYM members. Youth Offending Teams (YOTs) are at the very heart of the youth justice system, operating in the community, within the secure estate, and post-custody. They have pivotal links with professionals in Local Authorities, Health and Social Care teams, education providers in the secure estate, and most importantly, young offenders, and their Parents and Carers. The AYM gives the partnership a profound in-depth knowledge and understanding of the challenges facing young people with SEND in the criminal justice system, and the professionals who work with them. There is no better placed an organisation to rapidly establish a networked community of professional dialogue, peer-to-peer sharing, learning and practice development. AYM has an elected regional representative for each area of England and would use these regional links to secure participation across the professional sectors.

AYM will be responsible for the rapid establishment of a nationwide community of practice, using its extensive networking capacity at the heart of the youth justice system to connect all professionals who work within and beyond the secure estate, building learning hubs around each YOT. These powerful networks will include LA SEN Teams, education providers in the secure estate (all types), governors, managers and staff in the secure estate responsible for education; CAMHS and health (commissioners and local providers) and social care professionals

- Manchester Metropolitan University (MMU) are a large scale provider of Masters-level CPD with particular expertise in areas such as dyslexia and autism; running one of the largest SENCO training programmes for English Local Authorities. MMU has significant research experience in inclusive education, through its Inclusive Education and Disability Studies involving (for example) educational psychologists with extensive experience in the Youth Justice System and secure estate. Their Education and Social Research Institute is rated in the top 20 in the UK (in the REF 2014 with 85% of research

impact rated 'world leading' or 'internationally excellent' along with 67% of research outputs). The Greater Manchester Youth Justice University Partnership, in which they are a leading member, is a unique collaboration for knowledge exchange between YOS practitioners and university researchers in the Manchester Centre for Youth Studies, aiming to become a beacon region for innovation and excellence, demonstrating strong outcomes for children and young people. The research team have extensive experience of service evaluation in the youth justice sector, together with innovative approaches to engaging young people. MMU has research assistants on the staffing body with youth justice backgrounds and relevant security clearances.

MMU will be responsible for developing the research model, managing interviews with young people, their families, and with lead professionals from within the secure estate and beyond, managing survey and data collection, and compiling interim and final report statistics, evidence-based recommendations and advice/guidance on next steps. The final report will also explore the possibilities of creating a needs based advocacy service for young people with SEND and their parents and this will be informed by generating their experience of the impact of SEND reforms.

- **3.2.1.2 Building the knowledge**

The partnership, at the data gathering stage led by MMU, and in close association with the Department for Education, will formulate a research methodology, defining system KPIs, and a series of quantitative and qualitative measures that frame SEND Reform impact within the youth justice system. It is noted that current official statistic reports, such as MoJ Youth Crime Remand, Warning or Conviction Reports, analyses by resident LA, by YOT, by Police Force Areas, and Monthly Custody Reports will need to be reviewed. For example, the latter supports interrogation by age, by gender and by ethnicity, but not by SEN. New ways of looking at national statistics and trends may be one of the project outcomes, but at the initial stages some new parameters may need to be agreed and the relevant data gathered.

The proposed data sources are detailed in **section 3.2.4.2**

Some of the most critical areas to investigate will be the patterns of SEND observed amongst young offenders, information transfer and liaison between services for young people with existing EHCPs or within the assessment and provision mapping stage of EHCP process, implementation of EHCPs in secure estate, and the effectiveness of tools such as ASSETPlus and CHAT (Comprehensive Health Assessment Tool) in identifying undiagnosed SEND. The prevalence of neuro-developmental disorders such as speech, language and communication needs, dyslexia and epilepsy within the young offenders' population are known: further investigation may be needed into the prevalence and impact of, for example, Autistic Spectrum Disorder.

- **3.2.1.3 Working with young people and their families**

The project team is under no illusions about the difficulties in engaging meaningfully with young offenders in custody and those who have recently left custody, particularly those with special educational needs, and especially given the policy context in terms of rights and access: what 16-year-old boy is likely to self-refer for EHCP assessment, for example? In association with the participating YOTs, the consortium will identify, approach and engage with young offenders and their families (with EHCPs and without EHCPs, who, if attending school, would be subject to SEN Support provision), in the community, in the secure estate, as well as those who have left the secure estate. MMU research staff are trained and experienced to undertake this challenging task. **See sections 3.2.2.1 and 3.2.6.2 for further detailed information.**

- **3.2.1.4 Building a youth justice community of practice**

Cotemporaneous with this work stream, Achievement for All will begin developing an online community space to support the workforce training and development elements of the tender (see **section 3.2.2.2**). Existing Achievement for All SEND Reform online materials will be remodelled to address the specific context of SEND Reform implementation in the youth justice system. This is critical because of the legislative complexities and tensions inherent in the youth justice system (e.g. “home” LAs holding responsibilities for the EHCP process... with delivery and implementation in the secure estate which might be hundreds of miles away). The materials will cover areas specific to SEND Reform **CCTs***³(Cross-Cutting Themes) (**co-ordinated assessment and EHC plans, ‘SEN support’ in the youth justice system, early intervention and graduated response, the rights of young people and their families and participation of children, personal profiles, the local offer and the relevance of this construct to the secure estate, focusing on outcomes, time scales and appeals procedures, joint commissioning, preparation for adulthood, etc.**) but also a wide range of additional material to support professional development and learning relating to the wider SEND Reform agenda, and to working more effectively with young people who have SEN and their Parents and/or Carers (e.g. engaging with the hardest-to-reach parents and carers). These supplementary and complementary topics include developing self-esteem, giving effective feedback, SLCN (Speech Language and Communication Needs), Developing resilience and self-efficacy, attachment theory, LAC (Looked After Children), SEND anti-bullying etc.

YOT Managers already have extensive local joint team networks and YOTs are already at the heart of joint service delivery. Using their existing relationships and local communication channels, YOT Managers will invite the professionals they work with on a day-to-day basis to join a rapidly growing community of practice. This will include LA SEN Teams, education providers in the secure estate (all types), governors, managers and staff in the secure

³ The term CCTs is used throughout the document to refer to this set of critical cross-cutting themes

estate responsible for education; CAMHS and health (commissioners and local providers) and social care professionals.

Each YOT will have its own unique passcode, each professional in their local network their own unique learner account. The sequence of regional face-to-face training workshops (see **3.2.2.3**) will officially launch The Youth Justice Bubble, although it is anticipated that the on-line infrastructure will be constructed and ready for trial usage within three months of contract commencement. It is also anticipated that, by the official launch date mid-way through the project, well over 200 hours of professional learning will be available, with no limit placed on the number of professionals who will have secure access. This resource will grow and develop further as the project progresses, with additional study units, case studies of emerging effective practice, and the introduction of survey tools. The Bubble supports dynamic, daily communication, for example, to rapidly gauge opinion and shape creative thinking, stimulate innovation and consult on emerging recommendations: but above all, it will be a common platform, using a common language, expressing common set of expectations and articulating a consistent approach, for *all* adults working in the youth justice system to reflect on, learn from... and develop their professional practice.

As each YOT will have its own unique passcode, there comes an additional value added benefit: the ability to collect project data using the Achievement for All WR+ secure data entry portal. This will enable efficient and secure data collection and organisation on behalf of Manchester Metropolitan University. The Bubble IT infrastructure will also track web “hits” and produce user metrics to inform project evaluation.

Furthermore, informed by the training and dissemination events, and using AfA’s extensive experience in this domain, AYM and AfA will develop a framework to support YOT peer-to-peer SEND Reform Review process and practice, which will be trialled and evaluated as part of this project, with the aim of developing the capacity of YOT Managers to be leaders at the heart of a self-improving system. The consortium, led by AYM, will also meet with HM Inspectorate of Probation in respect of improving Youth Offender Team Inspection (YOTI) to reflect the YOT and LA duties to support young offenders with SEN.

3.2.2 Contract Requirement 2 – INNOVATIVE AND MOTIVATIONAL DELIVERY AND COMMUNICATION (ways of working)

- **3.2.2.1 Engaging with young people with SEND and their families**

The project team understands the challenges of engaging meaningfully with young offenders and those who have recently left custody, particularly those with special educational needs, and especially given the policy context. In association with the participating YOTs, we will identify, approach and engage with young offenders and their families (with EHCPs and without EHCPs, who,

if attending school, would be subject to SEN Support provision), in the community, in the secure estate, as well as those who have left the secure estate.

The staff from MMU already have extensive experience of engaging constructively with young people in the young justice system. Indeed, research staff will deploy pioneering art-based approaches to engaging children and young people in the programme (Purple Patch Arts), where it is deemed appropriate (see **Section 3.2.6.2** for further information about the MMU senior staff skills and experience). AfA will share with the team additional engagement strategies using some of the evidence-based engagement tools that have been developed by Achievement for All⁴ to engage with the hardest to reach families (Structured Conversations, use of “miracle questions”, etc.).

• **3.2.2.2 Online training through The Youth Justice Bubble**

Achievement for All has created a flexible, agile and interactive digital learning platform called The Bubble to support and enhance the delivery of its improvement programmes. Considerable thought has gone into its overarching design principles, particularly given the need to produce effective and reflective learning experiences that engage with busy professionals, and support changes in professional behaviour and practice. All materials are assembled with significant input from advisory groups and leading experts, and undergo a continuous process of refinement and adaption as a consequence of stakeholder feedback and evaluation. The Bubble offers its partner settings:

- An extensive range of CPD (Continuous Professional Development) modules, selected to have immediate impact on the current policy imperatives, particularly on closing the gap, accelerating the progress of all learners, especially the vulnerable and disadvantaged, as well as developing self-esteem, character, mental health and well-being
- Individualised log-ins for every member of staff
- Support for three levels of professional engagement
 - Short CPD Sessions (On-line interactive Module Units, introducing key issues, concepts, reflective practice and links to additional material; units which will support individual and group learning/departmental CPD)
 - Longer Programmed Training (10-20 hrs CPD activity; On-line interactive Module Units + PLJs (Professional learning Journals); A more structured and deeper approach to CPD.
 - Masters Level (40+ hrs CPD activity; On-line interactive Module Units + PLJs (Professional Learning Journals) + Knowledge Bank, Tools and extended references; An immersive learning experience supporting action research, deep professional

⁴ 252,000 parents and carers engaged in 2014/2015 through Achievement for All partner education settings

learning and leadership development; Level 7/8 professional development

- Regular updates: Every Module is reviewed regularly by Subject Matter Experts. The latest news, policy and research updates are used to shape the content, so that it is always current and reflecting the imperatives of the day.
- Availability 24/7, at school and beyond: Individual log-ins enable and support access to all the materials 24/7, at school, at home and on all mobile technology (HTML5 compatible)

This functionality (updated and remodelled to suit youth justice context), will be used to harness the creative energy of the sector, and create a unique professional learning community to serve all staff working in the youth justice service... a Youth Justice SEND Bubble.

Establishing a single shared platform to support secure data gathering, professional learning, as well as the rapid dissemination of case studies and research findings to support the SEND Reform CCTs (cross-cutting themes) is perceived as a critical element of this project. The wider content, along with the agile and responsive capabilities of The Bubble, mark it as distinct from existing on-line services such as YJILS (Youth Justice Interactive Learning Space); the Youth Justice Bubble will aim to complement and supplement existing provision, and the project team will of course contribute to the developing Youth Justice Resource Hub and Library of Effective Approaches. Our prime focus will initially be on the imperatives of the tender. The Youth Justice SEND Bubble will explicitly support the challenge of helping the Youth Justice and SEND Reform systems work more closely together.

- **3.2.2.3 Regional workshop training and dissemination events**

A series of regional information training and support workshops (involving YOTs and key invited personnel from their respective LAs, health (including CAMHS), social care, education and the secure estate) mid-way through the period of tender will be used to share the research evidence from MMU, gather further witness testimonies of evidenced-based effective practice, and to launch the Youth Justice Bubble.

The training aspect of the workshops will focus on delivering comprehensive training around the SEND Reform CCTs, their implementation within the Youth Justice system, supported by the presentation of creative and effective solutions to joint working gathered from the initial wave of research findings.

Regional venues will be carefully selected to ensure that they are close to or in areas where there are the greatest numbers of young offenders in custody, or where custodial rates are highest per head of local 10-17yr old population. Representatives from areas with similar demographics but with lower custodial rates will be identified and specifically invited to present case studies (see section 3.2.2.6).

- **3.2.2.4 Training evaluation and training updates**

The face-to-face training will be emulated and presented within an engaging and interactive on-line learning module in The Youth Justice Bubble. This training will then be available for non-attendees to use in a wide number of contexts: individual study, sector small group training or to facilitate local “team around the child” joint training.

Every attendee will have an opportunity to give evaluatory feedback on the quality and content of the training. Every on-line participant will also have an opportunity to rate the training and make recommendations for improvement.

- **3.2.2.5 Project news briefings**

Monthly news briefings will be prepared for all stakeholders, which will include social media streams of key facts, information and links to further more detailed reporting. Achievement for All has a good track record with the Department for using new tech platforms such as SWAY to present SEND Reform case study material in new and engaging ways. AYM’s communication network in the heart of the YOS will be used, and their extensive local contact lists exploited to engage with cross-cutting teams. Major stakeholders such as the Department, MoJ, YJB, Health and Social Care bodies will be enrolled to extend the reach using existing dissemination channels. The Youth Justice SEND Bubble will be used to deepen and widen access to the accumulated knowledge, as more stakeholders beyond the front-line staff are invited to join the community.

Short focused monthly reports will be compiled for the Department against operational/finance KPIs and risk assessments, as well as quarterly operational reports, an interim report prior to the national workshop, and a final report at the end of the tender period.

- **3.2.2.6 Identification of key geographical regions to inform the project**

Using existing public domain data, Department and MoJ/YJB internal data and, most critically, the on-the-ground intelligence direct from AYM, key areas of the country will be identified for special consideration, for data gathering and analysis, more in-depth interviews and fact-finding, and to inform the locations for the training workshops. It is acknowledged that the “team around the child” varies significantly from YOT to YOT. It is also acknowledged that the geographical areas served by different YOTs can vary widely.

We will identify YOTs in the three key areas where there are the greatest numbers of young offenders in custodial sentence (Birmingham, Lancashire, Manchester), or where custodial rates are highest per head of local 10-17yr old population, (Islington and Hammersmith/Fulham at 1.66 per thousand – YOT internal analysis). However, areas with similar socio-economic demographics but much lower custodial rates will also be identified, in an attempt to correlate provision with outcomes, or where new ways of working are already yielding promising outcomes (such as Oldham).

The locations of the ten training workshops may vary slightly following the first round of stakeholder surveys and analysis, but the initial choice of locations (based also on transport links and venue accessibility) will be Manchester, Liverpool or Preston, Taunton, Birmingham, Newcastle, Leeds/Bradford, London (Islington or Hammersmith), London (Bromley or Croydon), Nottingham, Brighton. See also **section 3.2.2.3**.

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3.2.3 Contract Requirement 3 – CROSS-CUTTING TRAINING AND IDENTIFICATION AND SHARING OF EVIDENCE BASED BEST PRACTICE (training and best practice)

- **3.2.3.1 Reaching out to the professional networks**

One cannot underestimate the power of using existing networks and professional relationships to quickly animate a cross-cutting project such as this. AYM play a critical role here, not only giving the project an immediate link into the heart of the youth justice service at local level, but also to cascade person-to-person connectivity into and between local cross-cutting teams from social care, health, Local Authorities and education. The creation of a networked learning community (through the Youth Justice SEND Bubble) builds further a binding sense of community and common purpose.

The reach will extend to engage with professionals within the secure estate. For example, MMU have links with Wetherby following previous YJB project work, and their Policy Evaluation and Research Unit (PERU) is working in partnership with Novus, The Manchester College's new, not-for-profit social enterprise charity that focuses on offender learning and employment. AYM has very good relationships with education providers and other professionals working exclusively in the secure estate.

The ten regional training workshops are seen as "launch events". Any YOTS and their extended joint service teams who cannot attend will be able to access a full programme of training, information and guidance from the Youth Justice SEND Bubble.

The design principle will be for on-line resources to enable and animate small group, localised cross-cutting information sharing and joint practice development seminars within and beyond the tender period.

As mentioned in **Section 3.2.1.4**, a process of YOT peer-to-peer SEND Reform reviews will also be developed following the evaluations emerging from the training events, and the accumulation of evidence-based effective practice data. This Peer-to-peer review process will be trialled towards the end of the project.

- **3.2.3.2 Reviewing, developing and refreshing the training offer**

Following the sequence of regional training events, the training resource within The Bubble will be updated to reflect delegate feedback (every delegate will be required to complete a detailed feedback and evaluation proforma).

The on-line training will be designed to make it easy for YOTs to cascade training within their joint service teams to refresh and embed key concepts and emerging findings. A series of audit and reflective tools will be designed, along with collaborative action planning frameworks to support local initiative and creativity. The training will be updated and refreshed once again in the final month of the tender, illustrated by interactive and engaging case studies of effective practice. These will also be featured in regular newsletters and bulletins released by the partnership.

Achievement for All has an outstanding track record with the Department for Education for training innovation, combining face-to-face events with the use of web-based technologies to support follow-on access to resources and professional practice development. For example, our DfE-funded national training programme (in partnership with Anti-Bullying Alliance) to reduce the impact and incidence of bullying on learners with SEND reached 1,500 schools, 96% of those who attended rating quality of the training and access to extensive resource bank after the event as good or outstanding.

- **3.2.3.3 Sharing evidence-based effective practice**

MMU will play a critical role in the data analysis from multiple information streams (see **Section 3.2.1.1**), drawing from the research data practical, evidence-based examples of best practice. This information will be shared in newsletters, embedded within the on-line training as case studies, shared with other media outlets such as YJB Youth Justice Resource Hub (Library of Effective Practice) and with other national stakeholder groups.

Through the AYM, all participating YOTs will be challenged to share how they will change practice in response to the training and, later, report on the impact these changes have had on young people with SEND.

3.2.4 Contract Requirement 4 USING EVIDENCE AND DATA TO BEST EFFECT (data and evaluation)

- **3.2.4.1 Reporting on the impact on SEND Reforms on young offenders**

The research approach to be taken and detailed below, will enable us to report on the impact of SEND reforms on young offenders from a multidimensional perspective and will generate significant data on best practice and barriers experienced by practitioners. Our approach is inclusive and we value the voice of young people and their parents.

1. The first main empirical part of this stage of the work will involve a mapping exercise, facilitated by a survey of all YOTs. This will be in the form of an HTML rather than email or paper survey, as this allows the results to be collated automatically into a database (the team have used this method in previous research most notably for the YJB and generated a 98% response rate).

The aim of the mapping exercise will be to identify:

- Current and past referral systems for young people with SEN requirements
- Previous levels of provision for young people with SEN requirements
- Current levels of provision
- The levels of need for SEN provision
- The impact of SEND Reform CCTs on the delivery of provision?

(These questions are illustrative rather than exhaustive)

The survey will enable us to measure and report on practitioner's views of the impact of SEND Reforms in the youth justice system.

2. The second stage of gathering evidence to inform reporting will involve engaging with a sample of young people across the four regions identified as having the highest custody rates – Manchester, Birmingham, Lancashire and Islington. Gaining access to young people in the youth justice system is notoriously challenging and we would be reliant on YOS teams and practitioners in the secure estate obtaining initial access for the research team. Within the timescale of the project we will seek to develop an understanding of the experiences of young people with SEN. Themes are likely to include:

- School experience (assessment, provision etc.)
- Experience in the YOS (same as above)
- Experience in the secure estate (same as above)
- Understanding of new provision and their rights

As experienced researchers, we are aware of the challenges and ethical considerations inherent when working with young people with disabilities and as such we would adapt our methods to the needs and the capabilities of each young person involved. The team each has experience of using creative methods such as talking mats, pictorial exercises and visual methods such as photo elicitation. Appropriate methods will be adopted for engaging with young people, this work could be at an individual or group level.

Given that this is a preliminary study the size of the sample is not determined by the requirements of establishing a statistically representative sample. Instead, we seek to explore a range of experiences and views from a variety of young people and parents/carers. To ensure our sample reflects a range of secure institutions and YOTs we shall use 'purposive sampling', in a two stage process

Firstly, we shall select a small number of YOTs and secure establishments from which we shall work with a number of young people in the geographical regions outlined above. The establishments will be chosen to reflect the following factors:

3. Type of establishment (YOT, YOI, STC, LASCH)
4. Service provision for learning disabilities

We propose to visit a sample of a total of 12 establishments across the three regions. Given the challenging nature of this part of the research, it is felt that it would not be feasible to include more than 12 establishments without a

significant increase in resources and/or time available to the study. We will visit one YOT, YOI, STC and LASCH in each of the three regions. Our partnership is well placed to gain access to these establishments due to its extensive network of contacts i.e. AYM, YJB and GMYJUP. We expect to involve up to 30 young people in this stage of the research. Numbers will be determined by the amount of young people assessed as having a disability in each of the three regions.

The third and final stage of assessing impact will involve speaking with the parents/carers of young people with SEN. We will liaise with YOS teams to provide details and access to parents and carers. We would expect to interview 10 from each region.

The consortium will also report on progress towards agreed monthly KPIs, budget control and expenditure, number of YOTs engaged, number of professionals from different sectors who have been engaged, and other key emerging statistics. The consortium will also aim to explore the possibilities of creating a needs based advocacy service for young people with SEND and their parents and this will be informed by generating their experience of the impact of SEND reforms.

See also Section 3.2.2.5 for reporting strategy

• 3.2.4.2 Data sources

Sections 3.2.1.2 and 3.2.4.1 outline some of the design principles behind building a knowledge base. Sources of data will include:

- e. the interrogation of existing national data streams (YJB and YOT monthly reports, trend data, etc.);
- f. a nation-wide mapping process (as described in 3.2.4.1), with participating YOT Managers surveyed directly to identify not only where areas of evidence-based outstanding practice and provision presently exist, but also to locate the most prevalent barriers to establishing consistent effective cross-cutting workings (prioritising areas where there are the greatest numbers of young offenders in custody, or where custodial rates are highest per head of local 10-17yr old population);
- g. face-to-face interviews conducted with young people and their families (critically, this will be actioned by experienced and trained professionals who are familiar with and cleared to work within the secure estate, and with those who have recently left custody), and;
- h. Embracing a wider college of professional feedback, through dialogue with third sector organisations such as Catch-22, NACRO, Safe!, Council for Disabled Children, NCB (National Children's Bureau), and invited submissions from Probation Service, Barristers who support young offenders, etc.

• 3.2.4.3 Feedback and recommendations to government departments

The Achievement for All Project Lead will maintain day-to-day contact with The Department as the project develops. Meetings will be secured early in the tender to agree focus, KPIs and any new emerging Department priorities.

Monthly update briefings will be compiled, an interim mid-term report, and a final report that reflects research outcomes, evidence-based effective practice, and a series of recommendations aligned to the Projects' principle aims and objectives.

Please see **Section 3.2.2.5** and the section below for further information.

- **3.2.4.4 Partnership track record on communicating and reporting**

AfA has maintained a strong track record with The Department for evidence-based reporting (interim, annual, and final) for the past five years, including annual independent evaluation conducted by Price Waterhouse and Cooper.

As a leading HEI, MMU will ensure that reports demonstrate how research findings address the research questions. MMU have an extensive track record of published papers that are clearly structured and identify the evidence underpinning conclusions. The reports provide accessible information for target audiences, ensuring key messages are highlighted and summarised. MMU reports are quality assured and the team responds promptly to amendments to meet deadlines. MMU have produced reports for the YJB, Local Authorities, Police Forces, Probation Trusts and charities.

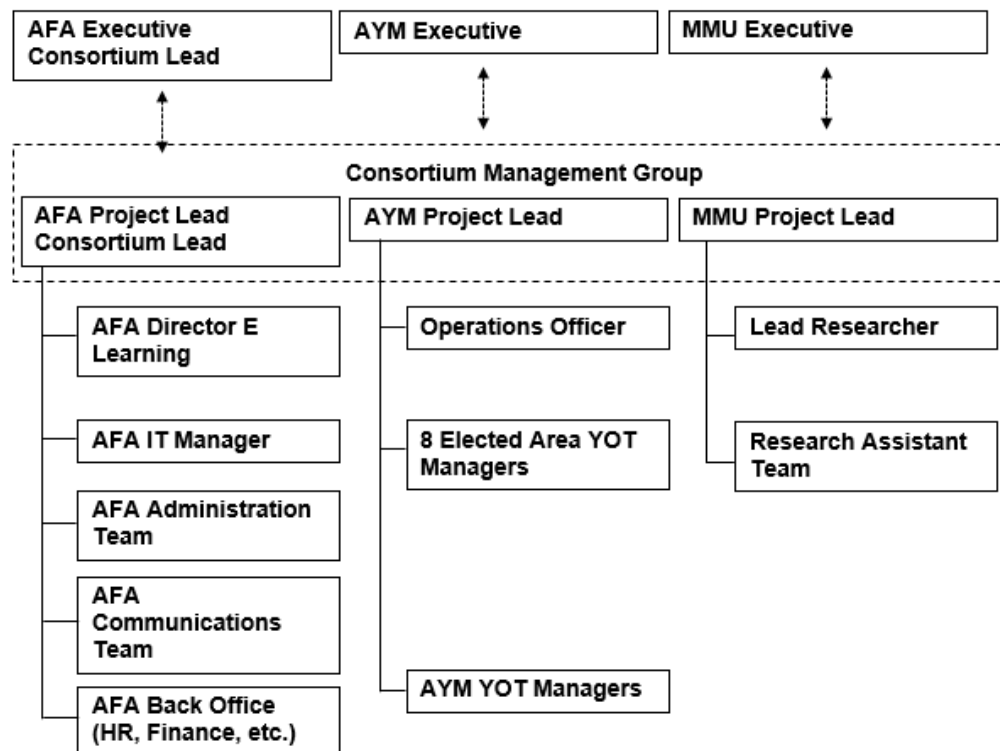
3.2.5 Contract Requirement 5 SECURITY OF DATA

AfA gained Cyber Essentials certification through the IASME Consortium, dated 10 November 2015 (one year). To mitigate the risk from common Internet-based threats, AfA have implemented the following technical measures: Boundary firewalls and internet gateways; Secure infrastructure configuration; Appropriate access controls; Anti-malware services; Patch management systems.

If the Charity is required to process and protect departmental or personal data, we will protect this data in line with the certification above. Our systems are ISO27001 compliant and we have deployed a range of additional measures to protect personal data including: Up-to-date information security policies, signed by all staff at recruitment; Internal staffing responsibilities for the management of information security; Relevant DBS checks carried out at recruitment and repeated at the required intervals for all staff; Detailed asset management procedures and controls; The use of secure user passwords and separately configured administrative passwords for qualified users; Encryption of all portable computer equipment (e.g. Bit-Locker) and mobile phones; Physical access controls on all external and internal doors, as well as locked and air conditioned server rooms; Externally supported system acquisition and testing; The use of a segregated development environment; System maintenance plans for servers and laptops, including backup and an upgrade roadmap; Supplier vetting and contracting including the security requirements; Information security incident management logging and investigation; Business continuity practices including off-site back-up and deployment of cloud based services (e.g. Office 365); Compliance with legal requirements including Data Protection and Regulation of Investigatory Powers, Computer Misuse, and Freedom of Information.

3.2.6 Contract Requirement 6 OVERALL DELIVERY AND PROJECT MANAGEMENT

• 3.2.6.1 Proposed staffing and management structure



• 3.2.6.2 Key staff and their roles (including Safeguarding Policy and Practice)

The CVs for these key staff, detailing relevant experience in SEND, leadership of professional training and staff development, research credentials and detailed knowledge of the youth justice system can be found in the annexed documents

Prof Sonia Blandford *Organisation and role:* AfA Chief Executive Consortium Lead; *Project role in consortium delivery:* Executive overview, monitoring, accountability against KPIs, executive liaison with Department.

Marius Frank *Organisation and role:* AfA Project Lead and Consortium Lead, responsible for leading and managing project team within AfA; *Project role in consortium delivery:* Strategic and operational project lead; leadership and co-ordination of project management group; day-to-day communication with Department and major stakeholders; management of AfA project staff; Co-ordinating E-development of the Youth Justice Bubble *Safeguarding:* member of AfA Safeguarding Board (received high level NCB Safeguarding Training); all AfA staff enhanced DBS checked and compliant.

Ian Langley *Organisation and role:* Secretary Association of YOT Managers; *Project role in consortium delivery:* AYM Project Lead, coordination of AYM network, resource allocation to support delivery, recruitment of non-AYM

YOTs into project *Safeguarding*: DBS and Safeguarding protocols and responsibilities central to the work of every YOT- full compliance.

Dr Hannah Smithson *Organisation and role*: MMU Reader in Criminology; *Project role in consortium delivery*: MMU Project Lead, co-ordination of all aspects research, data gathering and reporting; *Safeguarding*: Each of the MMU team conducting research with young people has enhanced DBS compliance.

In addition, other participating researchers from MMU have considerable expertise in engaging with vulnerable and marginalised young people. **Peter Hick**, Principal Lecturer, is a qualified Educational Psychologist with extensive experience of working with young people with learning disabilities. **Richard McHugh** Research Assistant at the MCYS is a qualified youth worker and has a broad range of experience working with young people across a range of settings. He has worked extensively with young people involved or at risk of being involved in crime. **Graham Smyth** has worked in the field of youth justice for over 20 years and prior to joining MMU, he was a YOT Manager in Greater Manchester. **Dr Deborah Jump** is a qualified youth worker who has worked in youth justice for 15 years including in YOT settings. **Dr Katherine Runswick-Cole** and **Professor Rachel Holmes** both specialise in research involving disabled young people and have developed innovative arts based approaches to engage young people in the research process (Purple Patch Arts). As a result, MMU will work with Purple Patch Arts, a not for profit social enterprise delivering innovative, inclusive, life changing education to people with learning disabilities and the professionals who support them.

Statements relating to Safeguarding protocols and expectations are contained within the partnership MoU (Memorandum of Understanding).

• 3.2.6.3 Co-ordination of work streams (high level project plan)

A detailed operational plan, illustrating roles and responsibilities across the consortium, relationship to CCTs (Cross-Cutting Themes) against monthly budget expenditure has informed the finance annex. The Consortium Management Group will initially hold weekly meetings (using social media technology) to ensure pace and rigour are established from the outset and that the work streams are tightly harmonised and co-ordinated. Meetings will then reduce to fortnightly in frequency. Essentially, the work streams assimilate into the following high level plan (lead organisations indicated):

Stage 1 May-September 2016	Intensive research planning and data gathering MMU Identifying and developing SEND Reform CCTs in youth justice system training plan AfA AYM Building on-line training infrastructure and remodelling content AfA Building a cross-cutting professional community of practice through professional networking AYM
Stage 2	Research and data gathering continues MMU

October-November 2016	Deliver Information Training and Support Workshops Compile Interim Report AfA/MMU Launch on-line Information Training and Support portal (the Youth Justice SEND Bubble) All partners
Stage 3 December 2016-January 2017	Evaluation of face-to-face and on-line training MMU/AfA Gathering of Effective Practice Case Studies All Trial SEND Reform YOT Peer Review Process AYM/AfA Further research and data gathering as required (e.g. impact of training on provision and outcomes) MMU/AfA
Stage 4 February-March 2017	Prepare and publish final report and recommendations MMU/AfA Detailed project evaluation against KPIs All Update on-line training and resources in response to evaluation and feedback AfA

• 3.2.6.4 Risk analysis

The consortium will work together to anticipate, identify (and monitor) risks and take mitigating action to minimise their impacts. We will undertake a joint risk analysis at the start of the project and review this regularly. Key risks have already been identified (see annex attached to finance papers) and where necessary preventative and contingency measures will be put in place. Risks will be robustly interrogated and reviewed as part of weekly then fortnightly partnership management meetings.

• 3.2.6.5 Independence and impartiality

Data gathering will be conducted by MMU, based on a data framework agreed with the Department for Education. Raw data will be available for scrutiny, including transcripts of interviews with young people and their families, so that any trends or conclusions drawn can be interrogated from source.

The involvement of a leading HEI (Higher Education Institution) with a lengthy track record of probity, ethical and validated research, a process of rigorous mutual accountability within the three principle partners, and a constant dialogue based on openness and transparency with the Department for Education, will assure the highest levels of independence and impartiality demanded by this tender.

• 3.2.6.6 Liaison with Department for Education

The Achievement for All Project Lead and Consortium Leader will be responsible for all day-to-day liaison with the Department for Education. Regular opportunities to video workshop with the three project leads will also be enabled, as the team would welcome ongoing dialogue in terms of access to Department for Education and MoJ statistics, official communications to

support project delivery such as letters to Secure Estate Managers, and the shaping of additional data and evidence. See also **Sections 3.2.2.5 and 3.2.4.3.**

- **3.2.6.7 Key Performance Indicators**

This table proposes a number of KPIs that relate to deliverables and outcomes. Final KPIs would be agreed with the Department for Education at commencement of the tender.

Period	KPIs
May-July 2016	<ul style="list-style-type: none"> (a) Data set agreed with Department for Education, and research model developed by MMU (including HTML portal, interview structures and related data gathering protocols). (b) On-line Community of Practice built and beta tested (c) SEND Reform CCT Training model developed (face-to-face and on-line) (d) All 100 YOT Managers contacted, contact book of cross-sector workers begins to be assembled
August-October 2016	<ul style="list-style-type: none"> (b) 30 interviews with CYP in youth justice system (including secure estate) and 30 with parents and carers planned and 60% completed (c) 70% YOTs (3-5 cross-sector attendees per YOT) recruited to attend regional workshops. (d) Five YOTs selected to trial remote on-line professional development sessions (e) Target 600 YOT professionals from cross sector teams and the secure estate registered within community of practice (f) First five regional workshops delivered (target of 200 participants) (g) Interim Report prepared
November 2016-January 2017	<ul style="list-style-type: none"> • All CYP/parent and carer interviews completed • Second set of five regional workshops delivered (target 200 participants) • Interim report published: further data gathering schedule agreed with DfE if required • First set of joint training events using on-line resources completed and evaluated (target five YOTs) • YOT Peer Review Process trialled
February-March 2017	<ul style="list-style-type: none"> • Further data gathered and processed • On-line training updated and refined following evaluation of training events • YOT Peer Review Process evaluated • Final report published

3.2.7 Contract Requirement 7 COSTS AND VALUE FOR MONEY

A consortium approach to delivering this project has enabled an extremely cost effective model to be developed, utilising existing networks, business

specialisms, IT infrastructure for delivery, and communication channels for dissemination.

Robust, tried and tested IT delivery systems will be at the heart of this project (The Achievement for All Bubble, data collection through WR+, report writing and circulation, use of social media and presentation platforms (SWAY, Twitter, etc.) to effectively engage with wider stakeholders) and regular use of Skype for Business to significantly lower travel costs for liaison, management, operational and advisory panel meetings.

Manchester Metropolitan University have made a significant value for money commitment to the project, undertaking to do their elements of the project for 50% of their usual daily rates.

A detailed budget breakdown can be found as an annex to this tender document.

- **3.2.7.1 Communication and marketing: planned expenditure**

Achievement for All has a well-staffed dedicated Communication Team. No budget is required for capacity building.

Much of the communication and reporting will be done digitally. Printing costs will be kept to an absolute minimum, to service the training events, interim and final reporting only.

See detailed budget breakdown in annex for further details. Total spend on communication and marketing (which includes staffing commitments to support the production of monthly internal reports to DfE, and managing social media streams) amount to no more than 2.4% of budget, of which 0.9% on hard copy.

New government policies on websites It is extremely important to note that the AfA Bubble is not a website, nor is it used for advertising, marketing, communications or consultancy. AfA has a dedicated separate website to serve these functions. The Bubble is a fully developed on-line learning and professional development tool which also manages content and enables interactive learning. The economies of scale are therefore highly significant, as its ability to support multiple learning communities.

Section 4 Cost and Charging Arrangements

The attached financial breakdown supplied is based on robust finance management processes. We are confident therefore of delivering the contract at the stated value, inclusive of VAT.

Finance Annex: Proposed Costs

1311 SEND Contract 01: Youth Offending and SEND Reforms

1311 SEND Contract 01					
Indicative Costing					
Cost Category	Day Rate	Days	Cost	Add Vat 20% (if applicable)	Gross Value
Project Lead (and delegated support from within Project Management Team)		110			
Overall project co-ordination; regular strategic operational meetings with project leads at MMU/AYM to monitor project delivery plan against milestones and KPIs; daily liaison with DfE; recruit and manage advisory panel i/c communication strategy; operational delivery; wider stakeholder liaison; monthly project reporting (to key stakeholders, to wider community); liaison with E-Learning Development Director and IT team; programming and management of regional conferences; responsible for final report and recommendations.					
Overall leadership and management of regional training events; including creation of publicity; pre-meeting networking; developing training plan and training materials.					
Including delegation of some operational responsibilities to extended Project Delivery Team.					
Executive Oversight and Strategic Resource Allocation		3			
Executive oversight of project; high level project/delivery plan internal and external accountability; deployment of human and physical resource; cross-project strategic view and executive liaison with DfE.					
Materials Director/E-Learning Development and commissioning		30			
Construction of Youth Justice Bubble infrastructure; import of materials from school programme; liaison with identified stakeholders to remodel existing materials for youth justice sector; uploading and updating monthly reports; web-based case studies, surveys and polls; manage YOT pass codes and dissemination					
IT Support/Development		20			
Problem-solving user issues (access, log-ins, etc.) for duration of tender; web design if alterations needed to WR+ data entry portal; data management from WR+ to partners					
Communications		10			
10 monthly newsletters (prepared by project lead) + social media dissemination					
Transcription Services		1			
Transcribing oral/recorded CYP and family interviews, to accurately capture first-hand testimony and inform research evidence base					
HR & Finance Function Team Operations		4			
Financial audits and probity; managing payments to partners and commissioned contractors					
Administration & Coordination		95			
General administrative support for project; frontloaded capacity for first six months, tapering off towards end of project					
Travel and Subsistence		30			
To support visits to secure estate; face-to-face meetings with DfE/major stakeholders; interviews and data gathering; servicing regional conferences					
Materials design / print					
Publicity brochures; materials for conferences; final report					
Couner		10			
Materials to support regional conferences (banners, delegate packs, etc.)					
Support staff for conferences		10			
Meet and greet; management support on the day					
Venues for regional events		10			
Venues suitable for 50 delegates + refreshments + lunch					
Sub-Total					
Consortium Costs					
Manchester Metropolitan University					Allocation £51,000
Research staff costs (Average)		105			Day rates vary from 3416 to £238 depending on seniority. Detailed breakdown available of staffing costs by individual and by project role
Purple Patch training		1			Connecting with CYP with SEND specialist training
Sub-Total					
AYM					
Coordinator capacity building		26			AYM Administrator additional time to conduct network co-ordination and dissemination activities
Network capacity building		35			Capacity building for regional AYM Lead Officers to animate network; for liaison work with AFA and MMU; and to develop and trial SEND Reform Peer Reviews
Travel and subsistence		30			Cover regional networking and liaison costs
Sub-Total					
External Sub-Total					
Overall Totals			£166,645	£33,329	£199,974.00
			£166,645	£33,329	£199,974.00

Achievement for All

CVs of Project Leaders for Contract 01: CSEC (SEND) 16-1701: Young Offenders

Prof Sonia Blandford

CEO

Achievement for All/ Professor of Education and Social Enterprise

Executive Project Lead

Sonia Blandford is currently Founder and CEO of the award winning educational charity, Achievement for All which provides programmes to improve outcomes for SEND children and young people aged 2 – 19 years in 4,000 early years, school and post 16 settings in England and Wales; and Professor of Education and Social Enterprise at UCL IOE. Previously, Sonia was Director of Research and Leadership at Teach First, Professor of Educational Leadership and Innovation at the University of Warwick where she led the Achievement for All pilot and now holds an Honorary Professorship, Pro-Vice Chancellor and Dean of Education at Canterbury Christ Church University leading a large education faculty with significant Ofsted Grade 1 provision in all programmes including Further Education, initial teacher training and continuing professional development, Deputy Dean of the Westminster Institute of Education, Oxford Brookes University leading national and international research, and Honorary Senior Research Fellow at University of Oxford. Prior to her charity and higher education positions Sonia held leadership and teaching positions in five secondary schools in challenging communities in Wiltshire, Bath, London and Bristol.

As an innovator in education Sonia led the creation and development of a range of programmes including Teach First, each aiming to provide the highest quality professional development opportunities for teachers in meeting and has been a Quality Assurance Assessor monitoring quality and standards in higher education. Sonia is a founding trustee of the College of Teaching and Department for Education lead for the European Agency for Inclusion Raising Attainment project. In a voluntary capacity Sonia founded and supported seven local and national charities that share her commitment to enabling every child to succeed regardless of background, challenge or need. Sonia is author of over 150 articles and books written for teachers, leaders, parents and carers, and children and young people, most recently publishing with John Catt and Bloomsbury.

Ian Langley

Secretary

Association of Youth Offending Team Managers

Project Lead

Ian is a qualified Social Worker, who started his career in 1982 working in a variety of residential settings with young people until 1995. Since then he has respectively worked as a Child Protection Social Worker, Probation Officer

and Youth Justice Worker. The latter with the Wessex Youth Offending Team, where he eventually became the Area Manager for North Hampshire.

In 2001 he took up a secondment to the Youth Justice Board as performance monitor to the SE and Eastern Regions, before returning to the Wessex YOT 18 months later as their Performance and Information Manager. In June 2004 Ian became Head of Wiltshire Youth Offending Service which in 2005 was the only YOT inspected that year to be rated as 'Good' by the Inspectorate. In 2009 he returned to head up Wessex YOT which was at that time the largest YOT in the country. In April 2012 following the disaggregation of Wessex YOT Ian became the Head of the new Hampshire YOT.

In July 2012 he took up a three year secondment from that role to lead the new Supporting Troubled Families Programme in Hampshire which in the 1st phase of the programme met government targets in full for the numbers of families achieving positive outcomes so maximising the draw-down of reward grants on offer.

Ian is a former Chair of Trustees at Volunteer Centre West Berkshire and is currently a VCWB Vice President. He also represents the local voluntary sector on the Greenham Common Trust distribution committee and is the Governor responsible for Safeguarding at a local secondary school that has just been rated as 'Good' by Ofsted.

Phil Sutton

Independent Youth Justice Consultant

Consultant to Association of Youth Offending Team Managers

AYM Operations Officer

Following over 20 years in the Probation Service, Phil took on the role of Head of Youth Offending Services for Hampshire and the three unitary authorities of Southampton, Portsmouth and the Isle of Wight when the "Wessex YOT" was established in 1998. He held this role until moving to the Youth Justice Board (YJB) on secondment in 2005.

His responsibilities at YJB were initially, as Head of Youth Justice System ICT, to oversee the implementation of new, national case management systems in YOTs and secure establishments. When this change programme came to an end in 2009, he moved to a new role as Head of Resettlement, taking responsibility for supporting the establishment of new, inter-agency "resettlement consortia" in several English regions.

His secondment came to an end in 2011 since which time he has worked independently. He is currently retained by the Association of YOT Managers for one day per week. His work for AYM includes the production of newsletters and members' briefings, running regional conferences and establishing the AYM's new leadership development programme, "Aspiring Future Youth Justice Leaders".

His other current clients are the University of Salford, for whom he leads two workstreams of their service improvement programme at a young people's secure unit in Abu Dhabi, and the London Borough of Enfield for whom he has undertaken several caseload reviews. These include a four-year review of all young people completing their orders and not being in suitable

education, training or employment, with an analysis of factors, including statements of special educational needs, contributing to their “NEET” status.

Dr Hannah Smithson

Reader in Criminology

Manchester Metropolitan University

Project Lead

Dr Hannah Smithson brings a range of complementary skills and expertise in the area of large-scale project management. Her research has been instrumental in shaping agendas in research and policy nationally and internationally across three interconnected areas: youth justice, youth engagement and youth gangs. Hannah has secured research funding from the YJB (service provision for racially motivated offending and PVE), the Scottish Executive, police forces and a range of local authorities.

She has a proven track-record in the development of research in the field of youth justice and continues to shape key policy debates in ways that are leaving a genuine mark on the youth justice system. She has directed three large YJB commissioned projects through a competitive tendering process totalling £254,950. Each of these resulted in high profile peer reviewed government publications and academic papers in highly rated journals. Her work on youth racially motivated offending was used to inform the YJB's review of youth offending service provision for racially motivated offending in 2010. She is currently undertaking research for the YJB to assess the effectiveness of four new resettlement consortia in high custody areas and provide evidence based findings to help inform future delivery of the Transforming Youth Custody programme. Given recent government priority into the secure estate, this research will have a significant impact on public policy.

In 2014, Hannah developed the innovative Greater Manchester Youth Justice University Partnership (GMJYUP), involving the YJB and each of the 10 Greater Manchester Youth Offending Services (YOS). The partnership has developed an innovative knowledge exchange programme between Manchester Metropolitan University and the Greater Manchester YOS. It is the first of its kind in the field of youth justice and led to the successful application for a 2 year Knowledge Transfer Partnership (KTP) funded by the AHRC and ESRC. GMJYUP's KTP has been designed to help develop and embed wide-ranging, effective practice via enhancing practitioner skill-sets and developing services optimised for user-engagement. The partnership will concentrate upon improving practitioner's capability to link theory to practice and developing trans-media approaches to engaging with young people in the criminal justice system. It will transform the youth justice service within Greater Manchester.

In 2012 due to her high profile and expertise in evaluation research, Hannah was invited to become an expert member of the UK government Ministry of Justice's (MoJ) Evaluation Consultation Group. As a result of her work with the Greater Manchester Youth Justice University Partnership (GMJYUP), in 2015 the Youth Justice Board invited Hannah to sit on their Academic Roundtable for Partnership Working. Her work with GMJYUP led to The Head of Research at Her Majesty's Inspectorate of Probation, request that she peer review their inspection reports on desistance frameworks in the youth justice system.

Hannah is Editor-in-Chief of the Community Safety journal and sits on the Editorial Board for the Youth Studies journal.

Marius Frank BSc (Hons) NPQH FRSA

Director E-Learning and Material Development

Achievement for All

Project Lead

Marius is currently strategic lead for E-Learning Development at Achievement for All. The Achievement for All Bubble is an innovative on-line platform designed not only to deliver sustainable CPD solutions for all Achievement for All partner schools, but also to support Achievement for All's national network of Coaches embed training and professional learning more effectively. Marius leads content development as well as supporting a wider use of The Bubble infrastructure to deliver on-line learning for a growing number of additional education clients (such as Cornwall College's RETAIN programme, aimed at keeping ECTs (Early Career Teachers) in the profession. This is a major programme funded by the Education Endowment Fund).

After a stellar career as a teacher (of science) and middle leader (including posts as varied as Head of Year, Head of Science and Director of Music) in some of the toughest secondary schools in the country, Marius became Headteacher of Bedminster Down Secondary School in Bristol. Despite being named in the bottom 200 performing Secondary Schools in the country in 2000, Marius led the school community to a remarkable transformation, trebling performance outcomes in a decade in charge despite very low standards on entry.

Marius' commitment to intelligently designed CPD (Continuous Professional Development) began as a Deputy Headteacher, leading area TVEI training in the use of technology in music, leading on Diploma developments across Bristol and lecturing on curriculum change management nationally as part of the Diploma roll-out programme.

In 2010, Marius became CEO of ASDAN Education, a large curriculum development charity and awarding organisation (winning Human Resource Magazine's Most Person-Centred CEO of the Year award in 2011), before eventually joining Achievement for All in 2015. Marius' ability to manage large and complex projects is exemplified by the successes of a DfE-funded programme to reduce the impact and incidence of bullying on children and young people with SEND. 1,500 schools received face-to-face training, with 96% of all attendees rating the event as good or outstanding, making them more confident to deal with complex and sensitive incidents. The extensive bank of supporting resources were presented in an innovative web-based way, encouraging individual or group exploration and evaluation. The project was given an internal DfE 1 rating for delivery.

Achievement for All YO ITT Risk Analysis 29.04.2016

KPI and financial risks	Impact Score 0 - 4 (None, low, medium, high, critical)	Rationale for impact score	(Actual) Risk Score 0-3 (None, low, med, high)	Rationale for Risk Score	Overall Risk (C x E)	Risk Mitigation Interventions, Approaches and Contingencies
Risk(s) to Partnership Working						
AYM leaves the partnership	3	important to establish learning community	1	Full commitment to partnership working, but decision has to be ratified at the next quorate AYM Exec meeting on 18.4.2016	3	Use other info and communication channels to establish network
MMU leaves the partnership	3	important to collect analyse and evaluate data	1	Full commitment to partnership working already secured	3	Replace with another HEI or research organisation (CUREE NfER, etc.)
AFA leaves the partnership	4	key coordinating partner, building IT infrastructure and delivering training	1	Full commitment to partnership working already secured	4	MMU take over budget and project management responsibilities: different web solution sought
Risk(s) to Project Financial Management						
Misappropriation of funds	2	It is possible that budgets could be used for purposes other than project delivery	1	Monthly budget tracking and reporting. Qualified accountant in Finance Team, Audited accounts, Robust financial management procedures	2	Monthly checks and reporting against agreed spend
Budget overrun	3	Unanticipated expenditure, poor tracking	1	Monitoring already in place (see above)	3	Monthly checks and reporting against agreed spend. Remedial actions put in place to bring budget back under control

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Risk(s) to Project Delivery / Outputs / Outcomes						
IT infrastructure build delays	3	Community of practice and on-going training reliant on YJ SEND Bubble	1	No anticipated problems- all previous builds have ben completed on time	3	6 week time window for beta testing to compensate for overruns
Establishing the community of practice	2	Not been attempted in this way before, although AYM are at the heart of networks	1	AYM members have all the local contact details to hand, so there should not be any problems	2	AFA admin staff available to make sure contact is established to back up AYM approaches
Delays in securing evidence base	3	Networking into secure estate is always a challenge due to security considerations	2	MMU have good links into secure estate, as do AYM... but more may be needed	6	Conferences and interim reporting could slip by 6 weeks without any overall impact. DfE MoJ and YJB support will be sought if required
Delays/inability to engage with learners with SEND in the criminal justice system	3	Access to secure estate, locating CPs with SEND, transitory nature of secure estate are all factors that could compromise this key research, compounded by the willingness/unwillingness of CYP and their families to engage	2	Through AYM analysis and links, with letters of introduction from MoJ/DfE and with additional approaches for researchers such as the Purple Patch methodology, actual risk is rated as medium	6	AYM, working through YOTs, identify potential CYPs approaching, within and recently exiting secure estate to increase sample size; MMU links with secure estate education providers through NOVAS, MMU and AYM links with secure estate to expedite interviews
Recruiting to training events	4	The project's ambition will not be realised without critical stakeholder engagement	2	Very often busy professionals are willing to attend events, but cannot get release time	8	Personal contact and invitation through YOT Managers, regional training events good geographical spread to minimise travel costs, if events recruit poorly, can be postponed and re-run with additional promotion. On-line training offered as alternative
Other identified risk(s)						
Key personnel (in all organisations) leave post or prolonged illness	3	Workstreams are rapid and intense- reliant on established communication channels with named individuals within partnerships	2	It is possible over the course of a 12 month complex contract involving partnership working	6	AFA has a flexible project delivery team and an extended field force that could be redeployed in an emergency. MMU has a project team approach that will cover. AYM has a network solution should key staff be unable to carry out duties