

This contract is made on 18 day of May 2016

- 1 THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("**DFE**"); and
- 2 The Education and Training Foundation whose registered address is 157-197 Buckingham Palace Road, London, SW1W 9SP - registered in England and Wales under Company number 08540597 and Charity number 1153859 (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

In the presence of

Witness signature

Occupation

Address

Date

SIGNED by DFE acting by Stuart Miller

Position Deputy Director, 0-25 SEND Unit

in the presence of

Witness signature

Occupation: Deputy Director

**Address 0-25 SEND Unit
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT**

Date 17 May 2016

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Schedule 1
The Specification

Contract aims

The overarching aims of this contract award are to:

- Build the capacity of providers to embed support for learners with SEND, particularly those without LDAs/EHC plans, throughout curriculum areas, encouraging a 'whole provider' approach,
- Support providers to develop and deliver high quality, personalised study programmes, built around young people's outcomes, and which help them to make the transition into adulthood.
- Build on the evidence gained from the first 18 months of the reforms and using this to develop approaches which support providers in areas of the SEND reforms they have identified as causing difficulties.
- Increase the understanding of, and commitment to, the SEND reforms among senior leadership and governors
- Build the capacity and capability of providers, including their teaching staff, to develop and stretch young people with SEN or disabilities and meet their individual needs and aspirations, including working with partners focusing on specific kinds of SEN in order to help providers access specialist training when needed.
- Build the capacity of learning support managers (or their equivalent) to lead on SEND and gain buy-in into the SEND reforms from other areas.
- Support providers to review their deployment of learning support assistants and whether they are being used effectively across the provider to support young people with SEND and encourage independence.

1.1 Contract Requirement 1 – Assessing the needs of the post-16 sector

Understanding the post-16 context, and the challenges providers face in delivering support for young people with SEND and how the overall aims of the SEND reforms contribute.

1.2 Contract Requirement 2 – Building the capacity of the post-16 sector to effectively build on the foundations of the SEND reforms

The Department for Education recognises that there have been particular challenges in implementing the SEND reforms in the post-16 sector, for whom the reforms represented not only a new set of statutory duties, but also some significant new processes and relationships. It is essential that strengths that have been recognised over the last 18 months are built upon, and areas of

weakness are addressed, with appropriate support being offered in the most helpful way.

1.3 Contract Requirement 3 – Building the capacity and capability of staff within post-16 institutions to develop and stretch young people with SEN or disabilities and meet their individual needs and aspirations

It is essential that professionals and practitioners from different areas of providers, and with different levels of expertise, are able to work together to support students with SEND in order that they can achieve successful outcomes.

Schedule 2
Terms and Conditions

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1.	DEFINITIONS AND INTERPRETATION
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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 17 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 17 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 SSCL.POINVOICEPAYMENTS@DWP.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 the charging period;
 - 8.7.5 a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);
 - 8.7.6 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)

(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). 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.

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.

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 £1 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 3 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 3 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 unavailability 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

Strand 1: Steering Group	
Strand 2: Development of Teacher Training Modules	
Strand 2/3 Development of Self Assessment tools	
Strand 3: Guidance for Organisations, Leaders and Practitioners	
Strand 3/4 Collaborative Practice Events	
Strand 4 CPD delivery (Study Programmes, Support Workers, Whole Organisational)	
Strand 5 Leadership and Governance Development	
Strand 5 Online CPD development and offer	
Strand 6 Evaluation and Needs Analysis	
<redacted>	
ETF Support and development costs	

Payment Date	Amount
June 2016	
November 2016	
March 2017	
Total	£497,000

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

Organisation	Strand	Outputs / KPIs	Timeline	Payment number	Amount	Total Cost
ETF	Strand 1 Steering Group	Input to delivery of strands 2-6, needs analysis activity and links to wider policy developments.	April 16- March 17			
		Bi-monthly steering group meetings for the duration of the programme. Six meetings and potential working groups in addition	April 16- March 17	1,2,3		
ACETT	Strand 2 Teacher Training Module	New L5 Module for Initial Teacher Training of SEND educators. Complete Scheme of Work template, sample resources and lessons.	Module outline June 16 Scheme of Work and resources October 16	1,2		
		Training delivered to 50 ITE specialists on use of the module and wider implications of the reforms for their recruits. Training delivered to 200 teaching staff on the pilot of this module	Sept 16 - March 17	2,3		
	Strand 2 Teacher Self Assessment Tool	Free to access online self assessment hosted on ETF Foundation Online Learn.	Tool live by October 17	1,2		

		At least 400 unique practitioner registrations for the tool. Promotion of the tool across ETF, LANDEX, ALIN and ACETT channels including to the membership of the Society for Education and Training.	By March 17			
LANDEX	Strand 3 Organisational / Leadership Self Assessment Tool	Free to access Organisational and Leadership self assessment tool hosted on the Foundation Online Learn platform, signposted via the ETF ELMAG portal, and via communications channels of steering group members and subcontracting organisations.	Tool live by October 16	1,2		
		At least 75 unique organisations registered and completing the tool. Promotion of the tool via all consortium networks and additionally via the ELMAG portal.	By March 17			
	Strand 3 Organisational and Practitioner Guidance & Effective Practice	Written (online and paper based) documentation(x2). Effective practice and assessment guide for Organisations and Leaders to link to self assessment tool, and incorporate effective practice in organisational embedding of the reforms from across the sector (beyond LANDEX) Practitioner effective guidance guide to follow similar pattern.	Guides complete by Sept 16	1,2		

		Documentation for Leaders and Practitioners to be shared at all ALIN and ACETT CPD events, relevant ETF dissemination events (e.g. Professional Exchanges, National platform events)	Sept 16- March 17	2,3		
	Strand 3 Organisational Collaboration and Sharing Events	Six LANDEX based collaborative practice events.	Collaborative events x 3 December 16 Events x 3 March 17	2,3		
		Attendance to be monitored and fed-back to ensure relevant constituency of expertise and organisational growth opportunities.	Ongoing			
ALIN	Strand 3 Organisational Collaboration and Sharing Events	Five additional urban collaborative practice events to increase coverage of above.	Collaborative events x 2 Dec 16 Events x 3 March 17	2,3		
		Attendance to be monitored and fed-back to ensure relevant constituency of expertise and organisational growth opportunities.	Ongoing			

	Strand 4 Delivery of CPD/Training events Via Support Managers	Delivery of CPD targeted to reach at least: 50 support management staff or equivalent roles 400 practitioners and support staff through collaborative and joint development work. Engagement with a minimum of 50 unique provider organisations, all to involve at least ONE external partner organisation in this CPD opportunity. The external partner requirement is to promote sharing of practice between organisations, and will encompass all parts of the sector- GFE, ITP, ACL, Offender Learning and VCSE providers	Initial CPD Delivery to commence June 16 Main Target delivery period Sept 16 - March 17	1,2,3		
		Attendance recorded and fed-back	Ongoing			
	Strand 4 Delivery of 'Roadshow' events for whole organisational development	Delivery of dissemination drawing together all learning to at least 15 different events (hour long slots at wider conferences etc, minimum 50 participants per event)Total reach, 750 (practitioners, support staff, leaders)	Sept 16 - March 17	2,3		
		Attendance recorded and fed-back	Ongoing			
ETF	Strand 5.1 Leadership and Governance Training via	Development and delivery of training across at least two regional centres (e.g. London, Manchester) Reach to at least 40 senior leaders and or governors	Sept 16 - March 17	1,2,3		

	ELMAG					
		Attendance recorded and fed-back	Ongoing			
	Strand 5.2 Development of legacy CPD offer / Online CPD delivery	Development of online CPD package based on the above strands of activity lodged on Foundation Online Learn, including a group of webinars. At least 350 practitioners engaged with webinar support, including members of the Society for Education and Training.	Online Programme Nov 16 - March 17 Webinars Dec 16 - March 17	1,2,3		
		Attendance recorded and fed-back	Ongoing			
SQW	Strand 6 Needs Analysis and Guidance	Creation of Needs Analysis guidance document	Jun-16	1,2		
		Impact report and case study development as a publication within the final report from ETF to DfE	Mar-17	2,3		
	Strand 6 Longitudinal Evaluation of Reach and Impact	Evaluation activity to include case study with at least three individual providers from different provision types across the length of the project	April 16- March 17	1,2,3		

		Development of recommended metrics for Impact	May-16	1		
ETF	Contract Management and Reporting processes, online resource management	Quarterly activity reports. Foundation CPD booking system and related data quarterly qualitative report to DfE Final documentary report on activity to DfE Final external report developed and shared with the Sector, including on the Excellence Gateway Exhibition Site	April 16- March 17	1,2,3		
		Quarterly Comms statistics included in report to DfE	April 16- March 17			
		Re-development of Exhibition Site and dedicated SEND space on Foundation Online Learn platform.	Jan-17	2,3		
		Quarterly, six monthly and final contract financial reporting (protocol TBC)	April 16- March 17	1,2,3		
						497000

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 2 KPIs

	KPI	Measurement Period	Measure	Monitoring method
1	Detailed Project plan submitted to DfE	May 16	Paper submission	Submission to DfE
1.1	Bi-monthly steering group meetings for the duration of the	April 16- March 17	Face to face meetings	DfE Attendance, ETF reports

	KPI	Measurement Period	Measure	Monitoring method
	programme consisting of organisations as agreed with DfE. Six meetings and potential working groups in addition			
1.2	Needs Analysis guidance document	June 16	Paper submission	Quarterly report, submission to DfE
2.1	New L5 Module for Initial Teacher Training of SEND educators.	Module outline June 16	Online resource	Monthly reporting
2.2	Scheme of Work template, sample resources and lessons.	Scheme of Work and resources October 16	Online and paper resource	Monthly reporting
2.3	Training delivered to 50 ITE specialists on use of the module	Sept 16 - March 17	Attendance / Training data	Monthly reporting
2.4	Free to access online teacher self assessment hosted on ETF Foundation Online Learn, with 400 unique users registered.	October 16	Online resource	Monthly reporting
3.1	Free to access Organisational and Leadership self assessment tool hosted on the Foundation Online Learn platform with 75 unique	October 16	Online resource	Monthly reporting

	KPI	Measurement Period	Measure	Monitoring method
	organisational users.			
3.2	Effective practice and assessment guide for Organisations and Leaders to link to self assessment tool, and incorporate effective practice in organisational embedding of the reforms	September 16	Online / Paper submission	Submission to DfE, monthly reporting, Steering group
3.3	Effective practice and assessment guide for Practitioners to link to self assessment tool	September 16	Online / Paper submission	Submission to DfE, Steering group
3.4	5 Collaborative Practice events across the sector with geographical spread across the country	December 16	Face to face events	Monthly reporting
3.5	6 Further Collaborative events	March 17	Face to face events	Monthly reporting
4.1	CPD to reach 450 individuals and 50 unique organisations	March 17	Data submission	Monthly reporting
4.2	Wider dissemination at 15 other events, reaching at least 50	March 17	Face to face events	Monthly reporting

	KPI	Measurement Period	Measure	Monitoring method
	professionals per event and overall reaching a good spread of professionals from across the country.			
5.1	Development and delivery of training to 40 senior leaders / governors involved in CPD	March 17	Data submission	Monthly reporting, steering group
5.2	Online CPD and webinars reaching 350 individuals	March 17	Data submission	Monthly reporting
5.3	Re-development of Exhibition Site and dedicated SEND space on Foundation Online Learn platform.	Jan 17	Online resource	Monthly reporting
6.1	Evaluation activity to include case study with at least three individual providers from urban and rural settings, across the length of the project	June 16 – March 17	Paper submission	Submission to Dfe, Steering group
6.2	Impact report and case study development as a publication within the final report from ETF to DfE	March 17	Paper submission	Submission to DfE, Steering group
7	Quarterly reporting including update	March 17	Metric, data, paper submission	Ongoing – to include centrally gathered metrics

	KPI	Measurement Period	Measure	Monitoring method
	on attendance metrics and financial data			as listed to support the above

Table 3 Service Levels

Service Level	Measure	Compliance
Reporting Meetings and	Quarterly reporting: submit a programme report by the third Business Day of the month, including any exception events within this report.	100% - DFE monitoring
	Contractor meetings – quarterly	
	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 5 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).	
	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%-Questionnaire records
	Suitability of venue: events take place in venues and facilities which are relevant to the day.	100%-Event questionnaires
	Training shall take place in rooms which are suitable for the size of groups and set up in the style appropriate to the event	
Workshop Events	ICT 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 schools/school systems, and the commissioning of impact studies.	

Schedule 5

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 <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> For the Contractor: Signature..... Full Name..... Title..... Date..... </td> <td style="width: 50%; vertical-align: top;"> For the DFE: Signature..... Full Name..... Title..... Date..... </td> </tr> </table>		For the Contractor: Signature..... Full Name..... Title..... Date.....	For the DFE: Signature..... Full Name..... Title..... Date.....
For the Contractor: Signature..... Full Name..... Title..... Date.....	For the DFE: Signature..... Full Name..... Title..... Date.....		

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

The individuals listed in the table below are Key Personnel:

Name	Role	Period of Involvement
Paul Kessell-Holand	Programme Manager: Responsible for finalising the contract, ETF	Inception
Helen Pettifor	Director of Professional Standards and Workforce Development, ETF	Inception to close
Sue Southwood	Programme Manager Lead on SEND education within ETF	Inception to close
Vacancy	Programme Support Send education within ETF	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</p>

the confidentiality, integrity or availability of information held on that IT system;

“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 re-cycling 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

The Contractor's Solution

Response to Tender.

Specification to provide support to the post-16 sector in England in delivering high-quality provision for people with Special Educational Needs and/or Disabilities.

This document has been prepared in response to the above tender, reference CSEC (SEND) 16-17/03

Submitted by the Education and Training Foundation, in partnership with:

The Association for Centres of Excellence in Teacher Training (ACETT)

The Adult Learning Improvement Network (ALIN)

Land Based Colleges aspiring to Excellence (LANDEX)

SQW Limited



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Section 2: Management Summary

Introduction:

The provision of workforce support for those working with learners with Special Educational Needs and/or Disabilities (SEND) has formed part of the work of the Education and Training Foundation (ETF) since our inception. The proposal outlined in this document will:

- Build on previous high quality work delivered through the activities of the ETF, ACETT, ALIN and LANDEX in relation to SEND learners. This will include-
 - Improvements to teacher education programmes and CPD delivery
 - Embedding the needs of SEND learners in Study Programme Delivery
 - Development of effective practice guidance for teaching practitioners both within and outside SEND specific teaching , incorporating both practical and legislative guidance.
 - Guidance and training for leaders and governors to better understand the impact of the SEND reforms on their working practices.
 - Support for providers to best understand the deployment of Learning Support Assistants and Support managers across organisations.
- Grow capacity in the post-16 educational sector for working with SEND learners in all settings
- Enhance the knowledge skills and understanding of teaching practitioners and leaders through developing the capabilities of the existing workforce, with a particular focus on areas of immediate need to successfully embed the SEND reforms.
- Grow further the substantial links between the consortium and other SEND provision and specialist colleges, e.g. Natspec, RNIB, Ambitious about Autism.
- Share and disseminate examples of effective and excellent practice, both within the context of this work and in the wider activity of the ETF.

The consortium:

As the sector owned improvement body for the FE and Training sector, the ETF has delivered high quality workforce training development and support for the diversity of post 16 educational providers at practitioner and leader level across the country. The only body in England to represent the needs of General Further Education and Independent training provision, we have a proven track record of excellent partnership and consortium working that also encompasses third sector organisations, adult and community learning, and our reach includes every constituent audience necessary to make this proposal truly whole sector, including those who deliver learning within employment and Apprenticeship. As an organisation founded on the principle of being sector owned and sector led, the Foundation will ensure all activity undertaken through this bid is designed in consultation with practitioners and leaders, with the guiding principle that there is positive sustainable impact for learner achievement and progression. All activity will reference the needs of local teaching staff and their learners, and be delivered by fellow practitioners and experts from within the sector.

This consortium have been selected very carefully from a wide variety of organisations recently commissioned by ETF. The highest performing organisations have been selected for their ability to deliver exceptional quality with the level of expertise essential for the success of this programme.

The Association for Centres of Excellence in Teacher Training (ACETT) is a nationwide group of organisations that exist to champion and develop teaching quality. Previous relevant work includes the development and piloting of highly successful CPD modules for teachers of SEND learners,. This national coverage and reach, allied with recent relevant expertise allows ACETT to develop and deliver high quality relevant, low cost training for teacher educators (to improve quality of SEND provision

amongst new teachers) as well as direct CPD for staff already teaching in the sector.

The Adult Learning Improvement Network (ALIN) have a background in developing bespoke and innovative practice based improvement for teaching practitioners and leaders, with a particular focus and success working with those from disadvantaged backgrounds. The lead delivery partner on the ETF's DfE funded work to improve work experience in Study Programmes, they have programmes for teaching staff developed in the past year in light of the changes to the SEND landscape, and will be able to develop and deliver specialist training for teaching staff to improve opportunities for employability using their expertise in both Study Programmes and SEND learning. ALIN's approach to developing teaching and support staff's confidence and ability to recognise learner's abilities rather than their disabilities has been particularly effective. ALIN have strong industry and employer links, demonstrated with their current project and fully utilised to benefit learners by becoming a strong advocate across the education and training sector.

LANDEX represent a national network of land based colleges and universities, all of which have a substantial number of SEND learners, many of whom deliver to a very high standard. In 2014/15, 18% of all apprentices who started land based programmes had learning difficulties or disabilities, which compared with 8.3% across all sectors. Of those land based students funded through the education and training stream, 32% had learning difficulties or disabilities, compared with 16.1% of those enrolled across all sectors during 2013/14. At the 'front line' of the reforms, the practical learning of LANDEX members, shared through an extensive annual programme of peer review, forms a key part of this tender. With real life experience and examples of effective practice gathered from across the country, allied with the delivery potential of expert CPD staff at many locations, LANDEX will generate and share models of effective practice for practitioners and leaders alike raising standards and improving quality.

SQW is a consultancy specialising in economic and social development founded in 1983. They have staff in Cambridge, London, Edinburgh and Manchester with expertise in a broad range of inter-linked socio-economic domains, including children young people and families (social and educational policy and skills development) and personalisation and integration of public services (particularly in the areas of health and social care). Their services include economic and social research, policy research and development, and impact assessment and evaluation. In 2009, HM Treasury commissioned SQW to review, edit and update the Government's Magenta Book, the authoritative source of government guidance on evaluation. In 2008-12, SQW led the DCSF/DfE evaluation of the Individual Budgets Pilots for Families with Disabled Children, and in 2012-15 SQW led the DfE evaluation of the SEND pathfinder programme, including closer integration across local authority health, social care and special education services. In 2014, the DfE also commissioned SQW to evaluate the SEND Green Paper Support Contracts, to inform the design of support required to implement the statutory duties introduced in the Children and Families Act 2014. SQW's other clients include international bodies such as the European Commission, government departments and national agencies in the United Kingdom and overseas, UK devolved administrations, local authorities, Local Enterprise Partnerships, and further and higher education institutions and funding bodies.

Building ongoing and sustainable impact:

One of the successes and core principles of the activity of the ETF over the past year has been to embed support for disadvantaged learner groups and under-represented parts of the sector in our wider work to improve quality and standards. As such, it is intended that where possible and relevant the

outputs of this work will be shared and promoted across our wider portfolio of activities, as it has been in the past. In a section of the bid, 'Value for Money' we have outlined potential opportunities to multiply the effect of this work through aligning with other ETF activity.

The ETF successfully delivered CPD and training to approximately 50,000 practitioners and managers (face to face and online activity) across the sector last year. At our various events and through our wider CPD and development offers it is expected aspects of this tender will be disseminated through a variety of innovative and creative approaches to a much wider audience than could be achieved with the levels of funding set aside for this work. Our contractors deliver conferences, short and longer term CPD and workforce development and embed our Professional Standards in all that we do, which forms an ideal platform from which to deliver greater reach and impact for this contract.



Core Activities:

The Activity of the Consortium is proposed on a 'hub and spoke' model.

- The Foundation will lead design and management of the programme, and also convene a central 'expert group'.
- ACETT will focus on high quality delivery of a core SEND programme for teaching staff.
- LANDEX, will focus on the implications and impact of the reforms on practitioners and leaders.
- ALIN will focus on the highly effective and innovate delivery of practical sessions for practitioners, leaders and governors.
- SQW will lead an evaluation and impact assessment of this work , and a needs analysis to support the work of the consortium.

Section 3:

Part 1: Assessment Response form – Selection Criteria

1 1.0 General information

- 1.1 The name and contact details of the organisation in whose name the tender is submitted:

Principal applicant:

Surname:	Kessell-Holland	Forename:	Paul
Title:	Mr	Position:	Programme Manager

The Organisation:

Company Name: Education and Training Foundation	
Address: 157-197 Buckingham Palace Road, London	
Postcode: SW1W 9SP	
Company or charity number:	
Charity number: 1153859	
Email: enquiries@etfoundation.co.uk	Phone: 020 3740 8280

- 1.2 Please indicate which of the following applies to the Organisation:

A Public Limited Company	<input checked="" type="checkbox"/>
A Limited Company	<input 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"/>

- 1.3 The date on which the Organisation commenced business:

19 September 2013

- 1.4 Is the Organisation a subsidiary of another Company? If so, please provide the name and registered office address of the holding or parent Company and the

ultimate parent (if applicable).

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

1.5 If applicable, please describe the status and nature of your proposed consortium (**Maximum 100 words**). Please include in your response answers to the following questions:

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

The consortium outlined within this document (comprising ETF, ACETT, ALIN, LANDEX, and SQW), form the basis of this bid. These partners are in contractual agreement to deliver the parts of this bid agreed and outlined within this document.

They have worked as commissioned partners of the ETF on previous projects, and have established and effective collaborative working arrangements.

The small proportion of work to be tendered will be contracted according to ETF methodology. Our previous partners include almost all the potential organisations who may wish to work with us in this bid, for example AoC, AELP, NATSPEC, TSNLA, HOLEX.

1.6 Please give details of the other members of your consortium and the services they would supply: (Provide details for significant consortium members only)

Co-applicant 1

Company Name: Learning South West (legal identity organisation of ACETT, the Association

of Centres for Excellence in Teacher Training			
Surname:	Jones	Forename:	Paula
Title:	Mrs	Position:	Chief Executive
Address: Bishops Hull House, Bishops Hull, Taunton, Somerset			
Postcode: TA1 5EP			
Company number: 2806593			
[REDACTED]		[REDACTED]	

Co-applicant 2

Company Name: Adult Learning Improvement Network (ALIN)			
Surname:	Boffey	Forename:	Kerry
Title:	Mrs	Position:	Director
Address: Longdon Hall, Longdon on Tern, Nr Wellington, Telford, Shropshire			
Postcode: TF6 6LE			
Company number: 04632142			
[REDACTED]		[REDACTED]	

Co-applicant 3

Company Name: Land Based Colleges Aspiring to Excellence (Landex)			
Surname:	Moody	Forename:	Chris
Title:	Mr	Position:	Chief Executive
Address: Sunley Conference Centre, University of Northampton, Boughton Green Road, Northampton			
Postcode: NN2 7AL			
Company number: 5803104			
[REDACTED]		[REDACTED]	

Co-applicant 4

Company Name: SQW Limited			
Surname:	Frearson	Forename:	Michael
Title:	Mr	Position:	Director

Address: 43 Chalton Street, London	
Postcode: NW1 1JD	
Company number: 1701564	
<div style="background-color: black; width: 100px; height: 20px;"></div>	<div style="background-color: black; width: 100px; height: 20px;"></div>

2 2.0 Grounds for rejection

2.1 Grounds for mandatory rejection

Important Notice:

In some circumstances the Department is required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

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
(a) 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
(b) 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
(c) the offence of bribery;	No
(d) 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
(i) the offence of cheating the Revenue;	No
(ii) the offence of conspiracy to defraud;	No
(iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	No
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	No

(v)	defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;	No
(vi)	an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or	No
(vii)	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
(e)	money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	No
(f)	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

2.2 Grounds for discretionary rejection

Important Notice

The Department is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. In the event that you answer 'yes' to any question please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Department in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

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	No

is the subject of a petition presented for sequestration of its estate; or	
(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 3.0 Business and professional conduct

Please state 'Yes' or 'No' to each question.

(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

have answered If you have answered YES to any of the questions in section 3.0 please provide details, including appropriate judicial or equivalent extracts.

4.0 Financial data

Please enclose a set of the last two audited annual accounts (or equivalent information) for the lead organisation and the holding company and/or ultimate parent (if applicable). In each case please also enclose an interim statement if such a statement has been released since the last set of audited annual accounts were issued. Note for consortium bids we only require audited accounts from the lead supplier.

In addition please record, in the table below, the total annual turnover of the Organisation for the last two years and the annual turnover for services similar to the Contracted Services for those years. If the Organisation is part of a group, give figures for both the Organisation and for the Group. Full financial checks will be made on all bidders who pass the Part 1 evaluation stage. If the results of these tests are not satisfactory, it will be at the discretion of the Department whether that bid shall be rejected.

4.1 For the Organisation:

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

4.2 For the Group:

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

4.3 Please give details of your Bankers:

Bank name:	<div></div>		
Branch Address:	<div></div>		
Account Name:	<div></div>		
Account No:	<div></div>	Sort Code:	<div></div>

Number of Years account has been open:

May bankers be approached for a reference:

YES / NO
<div></div>

The Department reserves the right to review all financial details provided at a later stage in the process.

4.4 **Insurance:** Please provide details of your organisation's insurance protection.

Public Injury (£)	Damage to Property (£)	Third Parties (£)
£10 Million	£10 Million	£10 Million

4.5 Please give financial details of the other significant members of your consortium, if applicable:

Co-applicant 1

For the Organisation: Learning South West (legal identity organisation of

ACETT, the Association of Centres for Excellence in Teacher Training

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

Co-applicant 2

For the Organisation: Adult Learning Improvement Network (ALIN)

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

Co-applicant 3

For the Organisation: Land Based Colleges Aspiring to Excellence (Landex)

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

Co-applicant 4

For the Organisation: SQW Limited

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

Continue on additional sheets if the consortium has more than three significant members.

4 5.0 People and organisation

5.1 How many staff (full time equivalents) are employed in the Organisation (including any co-applicants)? Approximately 60 across all consortium (not including for example teaching staff within all LANDEX Colleges)

Of these, how many are deployed in delivering services similar to the Contracted Services?

Total staff: 60	Services staff: 35
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5.2 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?

The Consortium already has substantial expertise within the staff teams of the respective organisations. The ETF also has a considerable pool of expert associate consultants who will be able to support further should capacity become an issue at any stage of the project. It is anticipated that input will be delivered by upwards of 30 individual members of the various teams.

No new staff will be needed to be recruited as part of this bid, and there will be no liability for TUPE or related considerations at the close of the contract.

5

6 6.0. Experience in delivering related services

The Department would like to know the experience the Organisation/s has acquired which would suit it to delivering the required support. Please choose examples that you think best illustrate relevant experience.

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 Business, Innovation and Skills

Brief description of the services provided (Maximum 50 words):
<u>2015-16 Grant letter</u> <ul style="list-style-type: none"> • Raise the capacity and professional standards of teachers, with a particular focus on improving the teaching of maths and English • Raise the quality of vocational education and community learning • Raise standards in leadership, governance and management • Champion evidence based education
Period of contract (years): 1 year
Status (current/finished/terminated): Current - to be completed 31 March 2016
Approximate total value: £27,300,000
Contact name address and telephone number: Mark Kaczmarek VE, Corporate Sponsorship Division Mark.Kaczmarek@bis.gsi.gov.uk Tel: 0114 207 5144

Contract / Grant 2

Client organisation: Department for Business, Innovation and Skills and Department for Education
Brief description of the services provided (Maximum 50 words): <u>Functional Skills review</u> <ul style="list-style-type: none"> • Review the purpose and value of maths and English qualifications post-19, other than GCSE • Revise the current National Adult Literacy and Numeracy Standards • Make recommendations on guided learning hours needed for Functional Skills
Period of contract (years): 1 year
Status (current/finished/terminated): Current - to be completed August 2016
Approximate total value: £395,000
Contact name address and telephone number: Catherine Paulson-Ellis, Head of English and Maths, Apprenticeship Directorate catherine.paulson-ellis@bis.gsi.gov.uk Tel: 0114 207 5211 / 07768 325414 Jay Hunt Vocational Education and 16-19 Strategy Division

Post-16 and Disadvantage Group
 Education Standards Directorate
Jay.hunt@education.gsi.gov.uk
 Tel: 020 7783 8667 (int ext 338667)

Contract / Grant 3

Client organisation: Department for Education
Brief description of the services provided (Maximum 50 words): <u>Study programme support</u> <ul style="list-style-type: none"> • Develop strategies to plan learner progression in study programmes • Improve pedagogy and curriculum design, particularly in Maths and English • Share effective practice particularly for learners at Level 1 and below • Identify approaches to work experience • Provide information to governors / board members about responsibilities and accountabilities
Period of contract (years): 1 year
Status (current/finished/terminated): Current - to be completed March 2016
Approximate total value:
Contact name address and telephone number: Jay Hunt Vocational Education and 16-19 Strategy Division Post-16 and Disadvantage Group Education Standards Directorate Jay.hunt@education.gsi.gov.uk Tel: 020 7783 8667 (int ext 338667)

Note: The Department may want to contact or visit the named contact. Your permission will be assumed unless you state any objections.

6.2 Relevant experience: please set out (**Maximum 300 words per bullet**,) the experience the organisation has of :

- Working with post-16 providers, local authorities, voluntary and community sector bodies and 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;
- Managing complex programmes;
- Using effective programme and project management skills; and
- Using evidence and data to best effect

The ETF has extensive, substantial and detailed experience of working with the entire post 16 FE and Skills sector. Our founder board members include representatives of AoC, AELP and HOLEX. We work with organisations from large GFE to micro business education providers in the third sector. We deliver educational policy on behalf of DfE and BIS, for example a national programme to support the implementation of Study Programmes in 2015-16. We are the owners of the Professional Standards for the sector, and through our commissioned programmes, designed by the Foundation, we have been involved in recruitment, retention and upskilling programmes to develop the workforce for the longer term sustainable growth of the FE and Skills system. The ETF and partners within this consortium have strong links to third sector provision (for example membership of the VCSE forum at BIS, links to TSNLA and others), local authorities (for example HOLEX but also individual authorities via LANDEX), and are able to rapidly scale up activity or reach out to all parts of the sector based on learning found through these partnerships.

Many of our programmes are complex, multi-agency activities that require substantial outcome management, and we have a track record of success in working in this way, for example in the Maths Pipeline programme being run for BIS in which up to twenty different organisations are working to common standards to deliver training to the sector. The commissioned programmes delivered by the ETF reach across the diverse sector and have been instrumental in developing the workforce and leadership of the FE and Skills system over the past two years. Notable success include; The Apprenticeship Support Programme and Future Apprenticeships Programme; The Outstanding teaching Learning and Assessment regional development programmes; The maths and English Pipelines.

Our work is entirely based on research, evidence and clearly demonstrated effective practice. Much of the work we have developed is built on the concepts of Joint Practice Development, a research based practice proven methodology bringing practitioners together to seek and understand solutions to their own challenges. When CPD is delivered by the Foundation as a 'single day' activity,

based on the evidence of what works, longitudinal impact is achieved through activity prior to and following training (for example in this case use of self-assessment tools before and after) to give the participant opportunities to engage with learning beforehand, and embed this learning after their time in training.

Through the use of innovative design and delivery plans we have successfully tendered a wide range of work with the sector. We have clear evidence of the impact of our interventions in the past. As the lead partner in this consortium, having worked with all the other partners in the past, we can be confident that this past record of strong project management, evidence and data driven activity and seeking out innovation will be brought to bear in this project.

Part 2: Meeting the Specification – Award Criteria

In submitting materials for Part 2 of the bid, please note that materials should not exceed 15 pages of printable A4 in a font not less than 12.

Introduction:

The provision of support for those working with learners with Special Educational Needs and/or Disabilities (SEND) has formed part of the work of the Education and Training Foundation (ETF) since our inception. The proposal outlined in this document is intended to:

- Build on previous high quality work delivered through the activities of the ETF, ACETT, ALIN and LANDEX in relation to SEND learners. This will include-
 - Improvements to teacher education programmes and CPD delivery
 - Embedding the needs of SEND learners in Study Programme Delivery
 - Development of effective practice guidance for teaching practitioners both within and outside SEND teaching spaces, incorporating both practical and legislative guidance.
 - Support for staff and organisations to understand the Ofsted expectations of high needs provision under the common inspection framework.
 - Guidance and training for leaders and governors to better understand the impact of the SEND reforms on their working practices.
 - Support for providers to best understand the deployment of Learning Support Assistants and Support managers across organisations.
- Grow capacity in the post-16 educational sector for working with SEND learners
- Enhance the knowledge skills and understanding of teaching practitioners and leaders through developing the capabilities of the existing workforce, with a particular focus on areas of immediate need to successfully embed the SEND reforms.
- Grow further the substantial links between the consortium and other SEND provision and specialist colleges, e.g. NATSPEC, RNIB, Ambitious about Autism.
- Share and disseminate examples of excellence, both within the context of this work and in the wider activity of the ETF.

The following diagram illustrates the interconnected nature of the strands, and how through working in this aligned way they strengthen and enhance one another.



Fig; Visualisation of organisations and activity overlap

Building ongoing and sustainable impact:

All of the above planned activity is enhanced through the potential for significantly greater impact in combining these approaches. A highly effective model which allows regional and local dissemination to maximise reach, utilises practical and recent learning to demonstrate effective practice responses to the reforms, this multi- agency approach is in itself a model of how working together different agencies may achieve more powerful outcomes than working alone. In addition, a proportion of funds has been set aside to allow ETF and the consortium to tender to other organisations both delivery and development opportunities. Across the consortium we have direct links to a substantial constituency of organisations that will wish to work with us to disseminate findings and training. This bespoke mixed model approach of tendering a proportion of the activity will allow the most innovative and effective practice to reach the widest audience possible, and increase the pool of practice from which lessons can be drawn even further and potentially increase the impact on learners .

Core Activities:

The Activity of the Consortium is proposed on a 'hub and spoke' model.

Strand 1; The Foundation will convene a central 'expert group'. A practice which ETF have used effectively for some time to ensure leadership of any work is from the sector and relevant to existing need, this expert group will help advise the consortium on focus and delivery style of some of their work to maximise impact and benefits to the sector.

Strand 2; led by ACETT, will focus on high quality delivery of a core SEND programme for teaching staff. Designed to meet the individual needs of teacher educators and teaching practitioners, it is anticipated that this may culminate in replacement or updating of the Level 5 Module for teaching learners with SEND embedded in the DET, incorporating all current legislation and practice. This will be rolled out to the sector as a pilot delivery of this new module, both within ITE and as a stand-alone piece of CPD to ensure the complex needs of the sector are met. This activity will include guidance on accessing specialist support, the current legislative environment, and the delivery of SEND provision in mainstream environments.

Strand 3; led by LANDEX, will focus on the implications and impact of the reforms on practitioners and leaders. Similar in scope to the ETF's successful Study Programme task and finish group, the LANDEX strand will collate learning from their own colleges and partners across the sector, to generate a guidance document and suite of CPD that is highly specialised, fit for purpose and relevant to the practicalities of teaching and leading SEND delivery in the current regulatory landscape. This will reach out and involve wider stakeholders, including local authorities and specialist colleges in creation and design phase, and will be shared as part of the activity in strand 3. A key focus will be on the culture and structure of organisations to support the growth of a whole provider approach to SEND delivery, and development of sharing activities between providers, authorities and specialist provision.

Strand 4; led by ALIN will focus on the highly effective and innovate delivery of practical sessions for practitioners and leaders. Based on the highly successful models and particularly effective industry links already developed for their Study Programmes support programme, the CPD and training will reach practitioners and managers simultaneously, in a mixture of single organisation and open training sessions to maximise potential audiences and positive impact. This programme is about

developing strategies to build confidence in practitioners, leaders and governors in what learners can do – rather than focus on what they can't. ALIN have a wealth of experience and an excellent range of good examples where SEND learners are in employment and progressing well. The ALIN team know first-hand how to get the best out of people and give managers and staff the confidence to succeed. Strand 3 and 4 are seen as overlapping, with the potential for learning from both strands to be shared in concurrent events.

Strand 5; will involve a tendered body of work, developed across the consortium and tendered by ETF to the sector. This is intended to draw further expertise and learning into the consortium in up to three ways:

- Leadership lessons for management of SEND provision (as part of the ETF Excellence in Leadership management and Governance (ELMAG) suite of training and development opportunities)
- Further training of the workforce using methods and modules devised by the consortium (in a similar way to parts of the current ETF maths and English CPD processes) including relevant and powerful options for online delivery of this work.
- Development of specific solutions to sector need discovered during the development of the wider consortium training package (e.g. direct liaison with healthcare professionals or other agencies, working with higher needs learners)

The tender and delivery process will be overseen and managed by ETF as part of their central commitment to this work. By taking part of the activity to the sector in this way, the consortium can ensure that smaller organisations are able to engage with delivering this programme, and that innovative 'undiscovered' practice can be best sourced and shared with the widest possible audience. This process has brought substantial benefit to the sector over the life of the foundation, and is one of the great strengths of our sector led, sector responsive approach.

Strand 6; will incorporate an evaluation and impact assessment of this work by SQW. Based on their previous high quality work evaluating other DfE SEND activity, SQW will undertake sample provider needs analysis and track impact of the activity over the length of the contract to:

- Ensure maximum reach and participation can be achieved
- Lessons learned are cascaded back to the consortium 'in flight' enabling change to be made
- SQW will maintain an independent presence to ensure outcomes and impact are rigorously tested.
- Impact metrics (for longer term monitoring) can be best selected and agreed to allow longitudinal measurement by DfE (or in second year of operation).

It is proposed that certain core features of ETF activity will be retained in this activity.

- The Professional Standards for Teachers and Trainers will form the core framework around which CPD is built and delivered.
- The ETF booking system and CPD delivery methodology will be used, including our CPD subsidised charging approach to maximise public funds.
- Reporting on this activity will be done via standard ETF processes to government, collating all other consortium party's activity into one core dataset.

1.1 – Assessing the needs of the post-16 sector

We will assess the needs of the post-16 sector through desk research, consultation and gathering of learning from across the sector.

By establishing a multi-agency steering group as the core of the consortium activity, it will enable learning from all parts of the sector, local authority learning and healthcare delivery to be gathered in one expert space. Through desk research and consultation with the steering group a needs analysis can be created to target the development opportunities offered to the sector. Emphasis is expected to be placed on the high needs learner provision expectations of the Common Inspection Framework, the use and development of EHC's, and the teaching of SEND learners without EHC's / LDAs, alongside other key learning.

STRAND 1 – Expert group led by ETF

The multi agency approach being taken by this bid is key to truly understanding the challenges faced by the sector in delivering the SEND reforms. The ETF led steering group will empower the consortium to bring their learning from across the sector to one space, and share and challenge this learning with other expert input from key voices in other learning spaces. Through this active research and learning process, starting as soon as the project is agreed and running throughout the programme, all potential gaps and current challenges can be captured and effective solutions already in use be brought to the fore. Within the consortium there is substantial expertise from LANDEX in current SEND delivery 'on the ground', alongside the recent and powerful learning of ALIN regarding Study Programme Delivery in SEND, and ACETT regarding ITE and CPD for SEND teachers.

This advisory group will additionally be convened from the extensive community of practice and expertise available to the ETF. We will ensure representation from AoC, AELP, HOLEX, TSNLA, Ofsted, specialist college provision (NATSPEC), wider disability representation (SCOPE, MENCAP etc), and include advisory capacity support from health and social care and local government professionals. Through the

wider activity of the Foundation, we will be feeding into this group the current outcomes of Area Reviews, how and where these are affecting provider activity and where regions are being impacted through this process. In addition, wider policy changes that may affect this work (for example the London wider review of ACL) will be brought to this group, allowing maximum effectiveness of the consortium's work.

The delivery of the consortium will be agreed by a smaller operational group which will take the learning of the wider advisory group and translate this into a consortium wide delivery plan. This will be updated on a monthly basis to ensure collaboration and alignment of activity.

Strand 6- Evaluation, Impact and needs analysis.

Drawing on the substantial evidence based work of SQW in SEND learning over recent years, as well as learning from the advisory group, a needs and gap analysis of implementation of the SEND reforms across the sector will be drawn up. This will serve two key purposes:

- To inform and target with precision the delivery of the consortium, and maximise the impact of the work.
- To generate the strongest metrics by which to track the success of this activity and develop longitudinal measurements.

The independence of SQW in this process is a key component in ensuring success. By maintaining distance from the delivery of the programme, openness as to the power and impact of interventions training and research can be maintained during the work, allowing the consortium to deliver ever greater impact for the approaches being taken. This is reflected across the other areas of activity in this bid.

<i>How they understand the evidence from the first 18 months of the reforms, and how they will use this to understand the potential gaps in support for providers in implementing the reforms successfully.</i>	Through the use of the expertise of the advisory group, and a needs analysis drawn up across the consortium (led by SQW). Particular emphasis is expected to be placed on the high need learner provision expectations of the Common Inspection Framework, the use and development of EHC's, and the teaching of SEND learners without EHC's / LDAs.
<i>How they understand the evidence of what works for students aged 16-25 with</i>	Through the expertise generated by LANDEX, ETF ALIN and ACETT, as well

<i>SEND in a range of post-16 settings, and how they plan to use this evidence.</i>	as further information shared at the advisory group. In all cases work has already been undertaken in previous contracts to generate evidence in this space which will form the basis of the consortium work.
<i>Their understanding of the diversity of the post-16 sector and the types of providers involved (such as general FE colleges, specialist colleges, private training providers etc).</i>	The sector wide nature of the Foundation, covering all areas of this diverse educational setting, alongside the broad nature of this consortium and our extensive networks in the sector.
<i>How they understand the SEND reforms, including the 0-25 SEND Code of Practice, and the underlying principles of the reforms, and the challenges and opportunities they pose for post-16 providers.</i>	Through the shared learning of LANDEX ALIN and ACETT, and the input of the steering group, which contains expertise from local authority and healthcare provision.
<i>Their understanding of wider challenges facing the post-16 sector, such as Area Reviews, and how this may impact on successful delivery of the SEND reforms.</i>	Through the policy expertise of the ETF. Within the Foundation staff work regularly in supporting the sector to implement policy change – in addition to Area Reviews for example the Adult Community review in London
<i>Their understanding of the relationship between post-16 providers and local authorities</i>	Through the policy expertise and experience of ETF and practical learning of LANDEX, in addition to learning from the steering group.
<i>How they understand the support already available to providers in implementing the reforms and improving</i>	Through the practical expertise of ALIN, LANDEX, ACETT, in addition to learning from the steering group and previous

<i>provision for children and young people with SEN and disabilities.</i>	evaluative work carried out by SQW.
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1.2. Building the capacity of the post-16 sector to effectively build on the foundations of the SEND reforms

We will build the capacity of the sector to build on the foundations of the SEND reforms through; Development of guidance for organisations and individuals, self-assessment opportunities and sharing and collaboration across providers.

The strands of activity outlined below have been designed to address the complex requirements of these challenging issues in a complementary fashion, following on from the learning developed and shared through the steering group and needs analysis work in strands 1 and 6. No one activity can resolve the difficulties faced by the sector in growing capacity to meet the needs of all SEND learners to the highest possible standards or develop institutional culture change to integrate SEND learners across an organisation. As such, the strands below work together to multiply their impact. Where relevant and helpful dissemination and learning from more than one activity will be delivered to the same audiences through combined 'collaborative practice' days, an approach developed by the ETF to rapidly and effectively related strands of learning to multiply their impact.

To address these challenges:

Strand 3, led by LANDEX, will focus on the implications and impact of the reforms on organisations, practitioners and leaders. Similar in scope to the ETF's successful Study Programme task and finish group, the LANDEX strand will collate learning from their own colleges and partners across the sector, to generate a guidance document and suite of CPD that is highly specialised, fit for purpose and relevant to the practicalities of teaching and leading SEND delivery in the current regulatory landscape. A key focus will be on the culture and structure of organisations to support the growth of a whole provider approach to SEND delivery, and the culture and approach needed to work successfully with local authorities and other bodies with agency in this space. As a membership organisation with substantial SEND provision, LANDEX is ideally placed to develop internal success and expertise, and test this in other settings for minimal cost and maximum reach. The guidance and support will be tested with other providers and local authorities at an early stage to ensure that lessons learnt translate to all parts of the sector, and this will then be shared both by LANDEX and ALIN through sharing events but also through other channels within the consortium. To maximise reach, an online organisational self-assessment tool will be developed, hosted by the ETF via their SEND exhibition site on the Excellence Gateway.

Strand 4, led by ALIN will focus on the gathering of effective practice across the sector and delivery of this in targeted CPD and dissemination events for leaders and practitioners. Based in part on learning already developed by ALIN through their yearlong programme of work on the Study Programme (which incorporated working with NATSPEC, SEND learners in GFE settings and developing work experience placements for those with learning needs or disability), ALIN will also draw on the learning of LANDEX and information gathered from the steering group to inform their delivery. Previous delivery was tested with Ofsted to ensure compatibility with the expectations of the Common Inspection Framework, and this will be done for the new programme of work in the same way. Links to Specialist colleges and industry already developed will be maintained – this will ensure a direct entry to support and guidance across a wide range of specialist provision as necessary, both to develop best practice guides for colleges and employers, and to ensure wider expertise is drawn into the development of this CPD. The ETF sponsored guidance on effective delivery of Study Programmes will also be reviewed in the light of SEND reform and relevant information shared.

Strand 5.1 will involve a small tendered body of work, developed across the consortium and tendered by ETF to the sector. This is intended to draw further expertise and learning into the consortium in:

- Leadership lessons for management of SEND provision (as part of the ETF Excellence in Leadership Management and Governance (ELMAG) suite of training and development opportunities)

By utilising this current successful platform which has a substantial catchment of leaders governors and managers across the entire sector, the reach and impact of the learning from the work of the steering group and the LANDEX work above can be considerably multiplied.

By taking part of the activity to the sector in this way, the consortium can ensure that smaller organisations are able to engage with delivering this programme, and that innovative ‘undiscovered’ practice can be best sourced and shared with the widest possible audience. This process has brought substantial benefit to the sector over the life of the foundation, and is one of the great strengths of our sector led, sector responsive approach.

<i>1.2.1. How they will build the capacity of providers to embed support for learners with SEND,</i>	Through the use of LANDEX expertise shared with the sector, the ALIN delivery of training and sharing events,
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<i>particularly those without LDAs/EHC plans, throughout curriculum areas, encouraging a 'whole provider' approach which embraces inclusive teaching and learning</i>	and the ELMAG delivery
<i>1.2.2. How they will support providers to develop and deliver high quality, personalised study programmes, built around young people's outcomes, and which help them to make a successful transition into adulthood, including employment.</i>	Through the ALIN expertise in Study Programmes, developed in collaboration with NATSPEC and ETF to promote progression, individualised learning and employment. Taking a positive approach to maximising potential and the benefits to business and industry of working with SEND young adults.
<i>1.2.3. How they will help providers to better identify and plan for students on SEN support and review the impact of interventions for such students, including how disadvantage funding is used to best effect.</i>	Through the learning gathered from LANDEX members regarding best practice in this area. Also from the knowledge across the sector from ALIN and ACETT. Providers engaging in this project will be motivated to demonstrate best practice and know it will be shared across the sector.
<i>1.2.4. How support will be matched to the particular needs of post-16 providers, and how these providers will be engaged and brought together</i>	Through the sharing and dissemination events delivered by ALIN, and also through the ELMAG training programme for leaders of learners with SEND
<i>1.2.5. How support will be provided and accessed – being mindful of any restrictions on paid-for communications and</i>	The support will be promoted by the ETF and all consortium partners – see comms plan. There will be very low cost to a substantial marketing campaign using the existing channels

<i>marketing</i>	of communication open to us across the sector.
<i>1.2.6. How they will ensure they reach their target audience and have national reach</i>	The evaluation activity of SQW (Strand 6) will monitor reach across the project. Our consortium includes three organisations with a national delivery footprint (LANDEX, ACETT and ETF) and ALIN have worked successfully across England for the Study Programmes contracts with ETF.
<i>1.2.7. How they will provide expert challenge in order to ensure post-16 providers work to an ambitious standard of SEN provision, including plans to consult with Ofsted</i>	Ofsted will be involved in the steering group activity of the consortia, but in addition ALIN developed their previous guidance on Study Programmes in collaboration with Ofsted, developing a strong working relationship that benefitted the sector. Many of the ALIN team are former Ofsted inspectors, their in-depth knowledge and experience has proved beneficial and helped to develop this relationship which will be maintained for this project.
<i>1.2.8. What difference they will make and how improvements in SEND provision in providers will be sustainable in the longer term</i>	This programme of development and capacity building is intended to directly 'move' effective practice from providers who are confident (and proven) to be delivering successfully (in particular LANDEX provision) into other organisations. Culture change and mind-set development are important to developing sustainable change, as is providing practical

	solutions to difficulties faced. This programme is designed to address both these needs.
<i>1.2.9. How they will evaluate their effectiveness and measure their impact</i>	The evaluation and impact monitoring activity of SQW, referred to in 1.1 will apply to all strands and activity. Please see Appendix B for further information
<i>1.2.10. How they will build relationships between providers and local authorities particularly over the local offer, joint commissioning, and EHC assessment and planning</i>	The activity to develop local links will operate through the activity of LANDEX, and be shared more widely as part of the guidance disseminated by ALIN. ALIN have successfully developed a roadshow approach that takes learning and information out to the sector, joining existing networks and widening participation through this highly effective and popular methodology.

1.3. Building the capacity and capability of staff within post-16 institutions to develop and stretch young people with SEN or disabilities and meet their individual needs and aspirations

We will build the capacity and capability of staff through: A programme of new teacher training modules; A self-assessment tool for teachers; direct CPD and collaborative practice.

See note regarding the overlapping nature of this work in 1.2

Strand 2, led by ACETT, will focus on high quality delivery of a core SEND programme for teaching staff. This programme will have at its heart a redevelopment of the current

L5 module for Teachers of Learners with SEND, to make the programme of study a reflection of current practicalities and legislation. Designed to meet the individual needs of teacher educators and teaching practitioners, it is anticipated that this may culminate in replacement or updating of the Level 5 Module for teaching learners with SEND embedded in the DET. As in previous examples of this work delivered by the Foundation and members of the CETT network, the module will function as a stand alone course of CPD that is made available to the sector, but which can also be 'inserted' into the programme of study for those undertaking ITE programmes. This joint use of the development programme has proven a highly effective approach to developing a currency in skills levels, for example in developing greater capacity to teach GCSE maths and English rather than functional skills.

The module will be rolled out to the sector as a pilot delivery both within ITE and as a stand-alone piece of CPD to ensure the content completely meets the needs of teaching staff and contains effective practice guidance drawn from the learning of LANDEX and ALIN in other strands. This training will include (as a minimum) in addition to pedagogy and teaching strategies guidance on accessing specialist support, the current legislative environment, and the delivery of SEND provision in mainstream environments.

To assist staff in understanding whether this training is of value to them, and how to engage best with the SEND agenda, an online teacher self-assessment tool will be developed, similar to that used by ETF for maths and English skills self-assessment. This will be hosted on Foundation Online Learning, and signposted from the ETF SEND Exhibition site on the Excellence Gateway.

Strand 4, led by ALIN will focus on the gathering of effective practice across the sector and delivery of this in targeted CPD and dissemination events. As discussed above, the CPD and training will reach practitioners and managers simultaneously, in a mixture of single organisation and open training sessions to maximise potential audiences and positive impact. This approach of improving capacity and capability simultaneously has proven both effective and extremely popular with the sector.

N.B. Strands 2, 3 and 4 are seen as overlapping, with the potential for learning from both strands to be shared in concurrent events.

Strand 5.2 will involve a small tendered body of work, to ensure maximum reach and impact from the CPD being delivered. This tender will deliver further training of the workforce using methods and modules devised by the consortium (in a similar way to parts of the current ETF maths and English CPD processes) including relevant and powerful options for online delivery of this work. There will be resources and training

programmes in use during the programme that could be delivered more widely by secondary contractors. This approach has allowed the CPD work of the Foundation to reach a much wider audience than might otherwise be possible, and this approach will increase reach substantially.

<p><i>1.3.1. How they will work with organisations contracted to deliver support for specific types of SEND in order for staff to be able to easily access specialist training when required.</i></p>	<p>The ALIN strand and the commissioned strand 5 will both be available to all providers as an easy access high impact offer. If evidence exists that an online only offer needs to be made available, the commissioned activity will be to develop online delivery based on the other strands of training.</p>
<p><i>1.3.2. How they will encourage staff to take responsibility for their own development, promoting the use of practitioner research where appropriate.</i></p>	<p>The Professional Standards for Teachers and Trainers form the ‘foundation’ of all CPD and development offered via the ETF. A cultural driver based entirely around self development, collaborative and evidenced based practice, all strands will demonstrate clear use of practitioner facing research. The Practitioner Research programmes of the Foundation may also be utilised as an additional route to develop SEND learning, which will be promoted to those taking part in these activities, along with membership of the Society for Education and Training, which has a body of SEND practitioners amongst its membership.</p>
<p><i>1.3.3. How they will enable providers to work collaboratively on peer review and support, providing opportunities for networking and sharing of practice.</i></p>	<p>By delivering CPD in multi organisation groupings as well as to sole providers, LANDEX ACETT and ALIN will all generate substantial networking and collaborative opportunities. Peer review</p>

	will be actively promoted on an institutional and individual basis. This sector led sector evaluative approach has formed the core of many ETF programmes including several that are still active (see notes on additional value for money)
<i>1.3.4. How they will increase the understanding of, and commitment to, the SEND reforms among senior leadership and governors</i>	The development activities of LANDEX and ALIN will reach leaders, and the guidance documentation for leaders by LANDEX, and the Self assessment tools from LANDEX (organisational) and ACETT (individual) In addition the ELMAG courses for leaders and governors.
<i>1.3.5. How they will build the capacity of learning support managers (or their equivalent) to lead on SEND and gain buy-in into the SEND reforms from other areas.</i>	It is expected that learning support managers will be the target group being approached by ALIN to organise and promote the SEND development workshops and CPD being delivered in this strand.
<i>1.3.6. How they will support providers to review their deployment of learning support assistants and whether they are being used effectively across the provider to support young people with SEND and encourage independence.</i>	Through both the guidance document and effective practice sharing of LANDEX, and the leadership conversations through ALIN as part of their delivery. See also the ELMAG support programme.

1.4. Security of Data

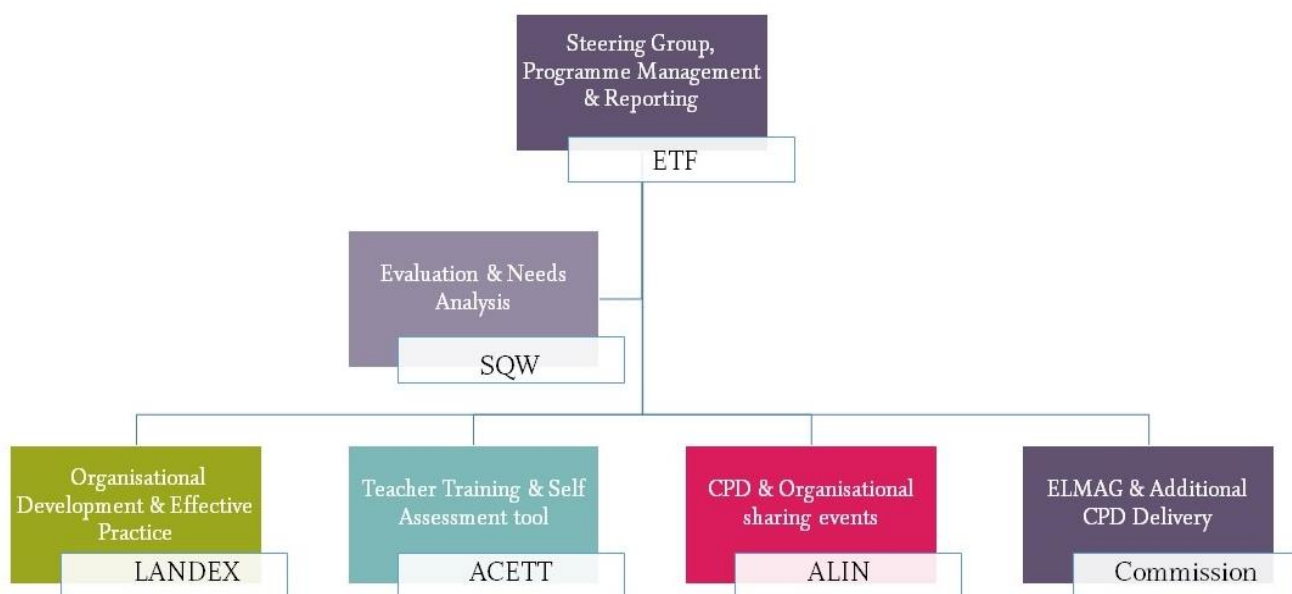
The Foundation will manage all core data for this programme. Using our booking system and CRM to manage all personal data for delegates will store all information in accordance with current data protection legislation (please contact the Foundation for copies of our Data Protection Policy and any relevant technical details).

In addition, a strict anonymization policy will be in force across the consortium. All case studies will be anonymised before sharing internally, or written permission granted by the individual, the organisation, and where relevant the carer / signatory for any learner involved. It will be standard policy that no learner be named or made identifiable through the activity of this bid, and that all information be attributable or anonymised.

All data collected as part of the needs analysis and impact work of SQW will be protected by their data security protocols, and will only be shared with external parties through secure password protected channels. No data from any part of the consortium will be stored except on secure computing systems, portable drives and optical media will not be used, and open email will not be used to transfer data that is not encrypted or password protected.

1.5. Overall delivery and project management

Consortium Structure



This contract will be between the Department for Education and the Education and Training Foundation acting on behalf of the consortium. All reporting to the Department will be done via the Foundation, and the ultimate management of this contract will rest with the Foundation. The ETF will undertake all Quality Assurance activity, management of financial matters and data preparation (except where related to the impact / research work of SQW).

The Consortium will meet once a month to share learning and ensure progress is being made across the various strands, and the Consortium reserve the right, with agreement of the Foundation, to alter the delivery patterns or the strands to ensure best fit and efficiency of activity / spend. No alteration to the outputs or KPI's will be made without discussion with DfE. Reporting to DfE will be done in writing on a quarterly basis against agreed KPIs and targets, and the delivery of resources / training / events as agreed in the delivery plan. Face to face meetings between the Foundation and DfE will take place on a mutually agreed timetable, and a full consortium / DfE meeting will take place at the commencement and completion of this contract.

Each member of the Consortium will designate one senior lead member of staff who will report to the consortium as part of the monthly meeting to update on progress, issues and mitigation reporting, and ensure activity within their organisation will meet or exceed targets and timelines as agreed in the contract with DfE.

Payments will be made to the consortium members in line with KPI delivery, as agreed within contractual negotiations with DfE. This process will be managed by ETF.

KPIs and Reporting:

It is proposed that delivery be measured against the following metrics:

- Delivery of resources: Self Assessment tools, Effective Practice Guides, Training Module
- Number of Organisations engaged: Delivery Organisations, Local Authorities, Specialist Providers

- Number of Staff engaged: Leaders and Governors, Practitioners, SEND Support Managers and SEND Support Staff

Targets for all the above are proposed within the KPI table below, subject to negotiation with DfE. Numeric reporting will take place quarterly, along with key lessons learnt and wider qualitative data. This report will be submitted in writing to the lead contact at DfE by the ETF representative on behalf of the Consortium.

Core Staff team:

ETF

The work on this bid will be led for the ETF by **Helen Pettifor**, Director of Professional Standards and Workforce Development. Further Programme Management and reporting will be delivered by **Sue Southwood**, Lead on SEND education within the ETF with particular expertise in collaborative practice in education, experience of working on RARPA and lead on the ETF delivery of SEND support for the past two years, including the SEND exhibition site. Further expert input will be provided by key ETF Associate Staff.

LANDEX

The work on this project will be led by **Lynn Hart**, Quality and Qualifications Manager. Lynn is an experienced teacher trainer by background, who leads the Peer Review and Quality Improvement activities of Landex to support members and other providers in the sector. Lynn and her team of specialist associates work closely with Quality Directors and other senior staff in Colleges to ensure that quality improvement activities focus upon the management and delivery of programmes that cater for the specific needs of all learners regardless of their prior achievements and abilities: this is a particularly important focus for Landex in view of the high proportion of students recruited to the sector that have learning difficulties and/or disabilities. Previous collaborative projects have been successfully delivered in conjunction with ETF, Ofsted, 157 Group, Natspec and NIACE.

ALIN

Kerry Boffey will lead on this project but will also take an active role in delivery, provides specialist support and coaching initiatives to improve education and training provision and has particular expertise within Study Programme design and delivery. she will be supported a specialist team all of whom are either current or former Ofsted inspectors: **Barbara Gregory** has over 30 years' experience teaching and managing within schools and colleges and also part time senior manager for teacher training at a leading University. Barbara is a champion for SEND learners and leads on identifying and sharing best practice. **James Houston** has considerable experience of further education, training and skills. Seconded to the Standards Unit developing and embedding approaches to improve teaching and learning. This work was widely recognised by Ofsted for the positive contribution it made to teaching and learning across the sector. **Peter Stacey** is a very experienced SEND practitioner and senior manager within further education covering colleges, private training providers, employability programmes and offender learning. **Ian Harrison** has 25 years' experience of teaching, managing and accessing further education provision with qualifications ranging from GCSE through to Foundation Degree level. **Joan Cawdron** a Chartered Fellow of the Chartered Institute of Personnel and Development, and has managed many large scale

education and training projects, including numerous community focused initiatives with specialist knowledge of Children's centres and SEND provision. **Jean Webb** has worked as a SEND practitioner and manager for over 25 years, specialising in the management, design and delivery of foundation and employability programmes.

ACETT

Paula Jones will lead for ACETT. Paula has 14 years of experience of leading and playing a key function in complex partner projects that focus on teacher/practitioner education and professional development. She has contributed to national workforce development forums including BIS Strategic Advisory Workforce Group. ACETT has delivered on the BIS/DfE Workforce programme that involved supporting practitioners to be prepared for the new Maths and English GCSEs. ACETT received a direct grant letter from DfE 2013/14 to distribute a national Level 5 professional development grant (£1 million) to colleagues who work with learners with learning difficulties and disabilities over 400 practitioners benefitted. Paula led on a partner project to develop 30 teacher educators to train and support practitioners in SEND. Paula has extensive experience of teaching learners with SEND and in teacher education and training in support of SEND learners.

SQW

The evaluation strand will be led by **Michael Frearson** and **Meera Craston**, SQW Directors with more than two decades' service between them. Formerly Research Manager leading on professional development at the Learning and Skills Development Agency (predecessor body to the ETF), Michael has 20 years' experience working with schools, further and higher education and work-based learning, mostly in public policy and professional practice research, development, training and evaluation. He has supported Local Enterprise Partnerships preparing with analysis of employer skills needs and training supply in preparation for devolution of adult skills budgets and post-16 area reviews, and has directed evaluations of major public policy interventions for children and young people for DfE, including the £235m Play Pathfinders and Play Builders programme. Michael's clients include international bodies, central government departments, national and regional agencies, sector skills councils, professional bodies, local authorities, charities, private sector organisations, and education funding councils and institutions. Meera Craston has over twelve years' experience at SQW, where she leads the firm's work on the integration and personalisation of public services. This has included supporting and evaluating new models and ways of working in the health, social care and education sectors. Recent clients include DfE, KIDS, the Department of Health and NHS England and relevant projects include all SQW's work on Individual/Personal Budgets for Families with Disabled Children and the Evaluation of the Special Educational Needs and Disability Pathfinder Programme and its associated Support Contracts, and the evaluation of the Making it Personal DfE grant funded support Programmes.

The national coverage of this project, and the intention of reducing cost through using local expertise wherever possible, means that naming the full staff team who will deliver this bid is not possible prior to delivery of the contract. However, the staffing plan by which cost has been derived is included in section 1.6.

Roles and responsibilities:

ETF	Project and Financial Management	Commissioning of additional delivery	Management of steering group and 'additional expertise'	Management of booking system and core attendance / activity data
LANDEX	Development of Organisational effective practice guides	Development of Organisational / Leadership Self Assessment tool	Supporting with expertise / input for Practitioner CPD	Development of inter-organisational sharing and collaboration
ALIN	Creation of Study Programme CPD package	Delivery of Practitioner and Leadership joint development activity	Creation of effective practice sample materials for practitioners	Support Staff development and training programme
ACETT	Development of L5 module for ITE in SEND	Creation of Self Assessment tool for practitioners	Delivery of SEND module pilot	Contribution to inter-organisational sharing and collaboration
SQW	Support with needs analysis for programme development	Longitudinal tracking of participating organisations / individuals	Impact measurement and evaluation of activity	

**Please see Appendix 1 for a detailed breakdown of Activity and Costs*

Value for money and wider delivery:

The ETF commissions many programmes that are designed to develop and enhance leadership, teaching and learning, organisational capability and deliver a range of wider support for the sector. It is to be noted that many of these programmes are deliberately joined together at points to multiply the individual impact of our work.

Of particular importance in this context may be:

- The Practitioner Research Programme. Offering staff in the sector the opportunity to research activities, pedagogies and practice relating to their teaching or management

- The Professional Exchanges. Local hubs of teaching and development activity, offering staff with similar backgrounds the opportunity to share practice
- ELMAG The Excellence in Leadership Management and Governance portal is also a community of practice for leaders, which focusses on different themes across the year
- The Future Apprenticeships Programme. The Apprenticeship support and development programme of the ETF.

All of this activity and more can be used to create extra traction for learning being delivered, through additional activity at national events, additional opportunities for dissemination, and promotion of this work to those involved in other related Foundation activity.

Communications Plan:

The consortium have substantial experience of promotion and communications to all parts of the post 16 landscape. The Education and Training Foundation (ETF) will use our existing communication and marketing channels, such as traditional media, direct mail, website, social media, digital and print advertising, as appropriate for the goals for the communications plan and the targeted audiences. Our newsletter database has over 25,000 subscribers and we also have direct reach to the 14,000 individual members of the Society for Education and Training, the ETF's membership body. Our website receives over 20,000 visits per month and through our social media activity we can promote to 7,000 contacts.

ACETT and ALIN have substantial recent experience of marketing and communications in partnership with ETF, holding their own databases of contacts across the sector. In both cases there is the strong likelihood of 'repeat business' with a large number of providers and individuals who have recently engaged with related services, research and training. As a member organisation with substantial links outside their own provider base, LANDEX will bring to bear their local network contacts to deepen and enrich communications and promotion across the country.

To prevent overlap of comms messaging, ETF will maintain a strategic overview of this work, liaising with consortium members on a regular basis to ensure a seamless messaging process for the sector.

Excellent stakeholder communications is implicit in our proposal. Working closely with the education and training sector, the consortium will use our networks to promote our support for SEND provision to ensure reach, transparency and engagement.

Sustainability:

The work of the Consortium is designed to be as sustainable as possible. The development of certain key resources, for example the Level 5 module for ITE, and the online self-assessment tools, will have relevance and be accessible for a period beyond that of the contract. All resources developed will be made available to the sector through the ETF Excellence Gateway or on the Foundation Online Learn platform, and where possible training materials and delivery methods will be designed with the continuation of activity in mind. All research and findings will be shared with the educational, academic and SEND communities throughout the contract to ensure visibility and longevity of the lessons being learned.

Risk management:

Risk / Issue	Mitigation
Lack of interest in the offer	The Consortium has a substantial reach to providers, and is already aware of interest in this work
Lack of geographical spread across England	The Consortium have 'outlets' across England with national reach. Online delivery covers all locations.
Shortage of time to undertake training	Online self-assessment tools and other modules can be undertaken at the participant's convenience
Poor engagement with (e.g.) local authorities	The Steering Group gives this delivery an authoritative voice across all relevant groups. Also Consortium has links across all relevant stakeholders at local level.
Capacity to deliver	As a Consortium bid where all areas overlap with at least one other provider, capacity can be shared and re-allocated to mitigate for any unforeseen capacity issues.
Charging for CPD discourages attendance	Not all activity here is charged for. Many developmental opportunities are free at point of delivery (e.g. Self Assessment tools, L5 module). However experience shows that a low charge for face to face training ensures attendance, and increases perceptions of value for the work. Also ETF have considerable discount and bursary support for organisations and individuals for whom charging is a barrier

Section 4: Cost and Charging Arrangements

1.6. Costs

Please see Appendix 1 for a detailed breakdown of Cost and Activity.

The total proposed spend for this programme across the consortium is £497,000 including all VAT and relevant charges and taxation across the financial year 2016-2017

Key points in relation to costing:

- All communications and promotion activity will be delivered as part of wider activity of the Foundation. This approach removes the need for dedicated communications channels for this work and reduces cost.
- The Foundation proposes that all CPD day delivery be delivered through our booking system, which charges a subsidised day rate per delegate per day (or per provider in the case of block bookings). This income after costs will be used to support further delivery of SEND CPD during the course of this programme.
- Within the costing breakdown there are clear prices for activity based on the recent successful delivery of tenders and projects for the Foundation. In addition, there are agreed maximum rates that will be paid to individuals for activity over the course of the project.
- All parties wherever possible are supporting this bid 'in kind', either through the re-use of resources that have been created elsewhere (ETF, ALIN, ACETT, SQW) or through the physical use of space within their organisations at no charge to the Consortium (ACETT and LANDEX)

Strand 1: Steering Group	
Strand 2: Development of Teacher Training Modules	
Strand 2/3 Development of Self Assessment tools	
Strand 3: Guidance for Organisations, Leaders and Practitioners	
Strand 3/4 Collaborative Practice Events	
Strand 4 CPD delivery (Study Programmes, Support Workers,	
Whole Organisational	
Strand 5 Leadership and Governance Development	
Strand 5 Online CPD development and offer	
Strand 6 Evaluation and Needs Analysis	
ETF Support and development costs	

All financial reporting, along with KPI measurement and reporting, will be delivered by the ETF on behalf of the consortium to DfE.

Appendix A: Breakdown of Activity and Costs

Organisation	Strand	Outputs / KPIs	Timeline	Cost per unit	Total Cost
ETF	Strand 1 Steering Group	Input to delivery of strands 2-6, needs analysis activity and links to wider policy developments.	April 16- March 17		
		Bi-monthly steering group meetings for the duration of the programme. Six meetings and potential working groups in addition	April 16- March 17		
ACETT	Strand 2 Teacher Training Module	New L5 Module for Initial Teacher Training of SEND educators. Complete Scheme of Work template, sample resources and lessons.	Module outline June 16 Scheme of Work and resources October 16		
		Training delivered to 50 ITE specialists on use of the module and wider implications of the reforms for their recruits. Training delivered to 200 teaching staff on the pilot of this module	Sept 16 - March 17		
	Strand 2 Teacher Self Assessment	Free to access online self assessment hosted on ETF Foundation Online Learn.	Tool live by October 17		

	Tool				
		At least 400 unique practitioner registrations for the tool. Promotion of the tool across ETF, LANDEX, ALIN and ACETT channels including to the membership of the Society for Education and Training.	By March 17		
LANDEX	Strand 3 Organisational / Leadership Self Assessment Tool	Free to access Organisational and Leadership self assessment tool hosted on the Foundation Online Learn platform, signposted via the ETF ELMAG portal.	Tool live by October 16		
		At least 75 unique organisations registered and completing the tool. Promotion of the tool via all consortium networks and additionally via the ELMAG portal.	By March 17		

	Strand 3 Organisational and Practitioner Guidance & Effective Practice	Written (online and paper based) documentation(x2). Effective practice and assessment guide for Organisations and Leaders to link to self assessment tool, and incorporate effective practice in organisational embedding of the reforms from across the sector (beyond LANDEX) Practitioner effective guidance guide to follow similar pattern.	Guides complete by Sept 16			
		Documentation for Leaders and Practitioners to be shared at all ALIN and ACETT CPD events, relevant ETF dissemination events (e.g. Professional Exchanges, National platform events)	Sept 16- March 17			
	Strand 3 Organisational Collaboration and Sharing Events	Six LANDEX based collaborative practice events.	Collaborative events x 3 December 16 Events x 3 March 17			
		Attendance to be monitored and fed-back to ensure relevant constituency of expertise and organisational growth opportunities.	Ongoing			

ALIN	Strand 3 Organisational Collaboration and Sharing Events	Five additional (urban?) collaborative practice events to increase coverage of above.	Collaborative events x 2 Dec 16 Events x 3 March 17		
		Attendance to be monitored and fed-back to ensure relevant constituency of expertise and organisational growth opportunities.	Ongoing		
	Strand 4 Delivery of CPD / Training events Via Support Managers	Delivery of CPD targeted to reach at least: 50 support management staff or equivalent roles 400 practitioners and support staff through collaborative and joint development work. Engagement with a minimum of 50 unique provider organisations, all to involve at least ONE external partner organisation in this CPD opportunity.	Initial CPD Delivery to commence June 16 Main Target delivery period Sept 16 - March 17		
		Attendance recorded and fed-back	Ongoing		
	Strand 4 Delivery of 'Roadshow' events for whole organisational	Delivery of dissemination drawing together all learning to at least 15 different events (hour long slots at wider conferences etc, minimum 50 participants per event)	Sept 16 - March 17		

	development				
		Attendance recorded and fed-back	Ongoing		
ETF	Strand 5.1 Leadership and Governance Training via ELMAG	Development and delivery of training across at least two regional centres (e.g. London, Manchester) Reach to at least 40 senior leaders and or governors	Sept 16 - March 17		
		Attendance recorded and fed-back	Ongoing		
	Strand 5.2 Development of legacy CPD offer / Online CPD delivery	Development of online CPD package based on the above strands of activity lodged on Foundation Online Learn, including a group of webinars. At least 350 practitioners engaged with webinar support, including members of the Society for Education and Training.	Online Programme Nov 16 - March 17 Webinars Dec 16 - March 17		
		Attendance recorded and fed-back	Ongoing		
SQW	Strand 6 Needs Analysis and Guidance	Creation of Needs Analysis guidance document	Jun-16		

		Impact report and case study development as a publication within the final report from ETF to DfE	Mar-17		
	Strand 6 Longitudinal Evaluation of Reach and Impact	Evaluation activity to include case study with at least three individual providers across the length of the project	April 16- March 17		
		Development of recommended metrics for Impact	May-16		
ETF	Contract Management and Reporting processes, online resource management	Monthly activity reports. Foundation CPD booking system and related data quarterly qualitative report to DfE Final documentary report on activity to DfE Final external report developed and shared with the Sector, including on the Excellence Gateway Exhibition Site	April 16- March 17		
		Monthly Comms statistics included in report to DfE	April 16- March 17		
		Re-development of Exhibition Site and dedicated SEND space on Foundation Online Learn platform.	Jan-17		

		Monthly, six monthly and final contract financial reporting (protocol TBC)	April 16- March 17		
				Total Cost	497000

Appendix B – Logic Model Structure to be used by SQW for the evaluation of this programme

Research theme	Key themes	Research methods
Context, rationale and objectives	Children and Families Act 2014, DfE guidance, evidence of lessons learned and challenges still faced by FE sector, effectiveness of previous FE capacity building programmes	Document reviews and scoping interviews
Inputs	<ul style="list-style-type: none"> What has been the direct funding of the capacity-building programme? How was this spent? What other resources were made available, by government, local authorities, providers and local partners? 	<p>Interviews with the DfE, local authorities, FE sector representative bodies</p> <p>Programme monitoring data</p>
Activities	<ul style="list-style-type: none"> How was the programme managed and delivered? What challenges did this present and how were these overcome? What were the components of direct capacity building support to providers? What support was provided to providers, local authorities and partners? How did they use this support? What worked well and less well? What are the lessons from this? What are the particular issues associated with implementation and rollout of the programme? 	<p>Interviews with ETF consortium members, providers, FE sector representative bodies</p> <p>Programme monitoring data</p>
Outputs	<ul style="list-style-type: none"> What is providers' knowledge and understanding of their responsibilities under the Act? How have their activities changed as a result? How have their communications within and between providers, local authorities and partners changed as a result? How has their partnership working changed as a result? 	<p>Interviews with providers, local authorities and partners</p> <p>Programme monitoring data</p>
Outcomes and Impacts	<ul style="list-style-type: none"> What evidence is there of effects on leadership and management, and teaching and learning within providers? How will these changes be sustained? How will these changes be transferred to non-participants? What future support is needed? 	<p>Interviews with DfE, providers, local authorities and partners, FE sector representative bodies</p> <p>Programme monitoring data</p>

