

This contract is made on the 19 day of June 2017

Between:

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

2) Tribal Education Limited whose registered office is at Kings Orchard, One Queen Street, Bristol, BS2 0HQ and registered in England and Wales no. 4163300 (“the Contractor”)

each a “**Party**” and together the “**Parties**”.

Recitals

The Contractor has agreed to provide Inspection Services within the European School System on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is **RD1000569**.

1 Interpretation

1.1 In this Contract the following words shall mean:-

“the Services”	the services to be performed by the Contractor as described in Schedule 1 and Schedule 4;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

"the Contract Manager"	Tracy Walker, International Operations Manager, International Education Division, Department for Education, Jubilee Conference Centre, Triumph Road, Nottingham, NG8 1DH
"Contractor Personnel"	all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor;
"the Contractors Contract Manager"	Kathryn Harris
"Confidential Information"	the Department's Confidential Information and/or the Contractor's Confidential Information;
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
"Crown"	means Queen Elizabeth II and any successor
"Crown Body"	any department, office or agency of the Crown;
"Department's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being

	confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Effective Date"	1 June 2017
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions.

"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

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

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

2 Commencement and Continuation

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 2.2, will terminate at the end of the Initial Term on 31 August 2019.

2.2 The Department for Education (DfE) may extend the Initial Term by 12-month periods up to a maximum of 24-months by giving not less than 3 months' written notice to the Contractor prior to the expiry of the Initial Term.

3 Contractor's Obligations

3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1, Schedule 4 and the special conditions set out in Schedule 3. Where there is any conflict between the terms of this Contract and the special conditions set out in Schedule 3, the special conditions shall prevail.

3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.

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

4 Departments Obligations

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

5 Changes to the Department's Requirements

- 5.1 The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 5.2 **The delivery plan and number of days awarded for the academic year 2018/19 will be agreed at the end of the 2017/18 academic year and will taken into account any changes in the number of seconded teachers.**
- 5.3 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

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

7 Contractor's Employees and Sub-Contractors

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

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

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

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

- 7.2 The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment. .

- 7.3** The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.4** The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.5** The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.6** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

8 Copyright

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

9 Warranty and Indemnity

- 9.1** The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
- 9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or
- 9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

- 9.3** The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.4** The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor
- 9.5** All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.
- 10** **Termination**
- 10.1** 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.
- 10.2** If the Department terminates the Contract under clause 10.1 the Department 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 Department.
- 10.3** 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 Department may terminate the Contract (or any part of it) by serving 3 months' written notice on the Contractor.
- 10.4** If the DfE terminates the Contract under clause 10.3 the DfE shall pay to the Contractor for Services supplied prior to the termination and in accordance with the Contract, and any disengagement costs and other costs reasonably incurred by the Contractor as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Contractor shall use all reasonable endeavours to mitigate the amount of such costs and has provided written evidence of the reasonableness and unavoidability of such costs.
- 10.5** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the

breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

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

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

11 Status of Contractor

11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.

11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12 Confidentiality

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

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

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

12.2 Clause 12 shall not apply to the extent that:

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

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

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

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

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

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

- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Contract.
- 12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
 - 12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 12.6.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
 - 12.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
 - 12.6.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
- 12.7** The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.9** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

- 12.10** Subject to Clause 12.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 12.11** The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 12.12** The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

13 **Freedom of Information**

- 13.1** The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 13.2** The Contractor shall and shall procure that its Sub-contractors shall:
- 13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 13.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
 - 13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 13.3** The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 13.4** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 13.5** The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
- 13.5.1 in certain circumstances without consulting the Contractor; or

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

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

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

14 Access and Information

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

15 Transfer of Responsibility on Expiry or Termination

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

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

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

16 Tax Indemnity

16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.

- 16.4** A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5** The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6** The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9** The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 16.10** The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

17 Data Protection Act

- 17.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 17, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing shall have the meaning prescribed under the DPA.
- 17.2 The Contractor shall:
- 17.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);
 - 17.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
 - 17.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 17.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
 - 17.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
 - 17.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 17;
 - 17.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;
 - 17.2.8 Notify the Department within five Working Days if it receives:
 - 17.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 17.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;

- 17.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:
- 17.2.9.1 providing the Department with full details of the complaint or request;
 - 17.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
 - 17.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
 - 17.2.9.4 providing the Department with any information requested by the Department;
- 17.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;
- 17.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
- 17.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
- 17.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure
 - 17.2.12.2 the Contractor shall set out in its request for change details of the following:
 - (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data

Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

17.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

17.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
- (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation)."

17.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

18 Amendment and variation

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

19 Assignment and Sub-contracting

19.1 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.

- 19.2 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.
- 19.3 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.
- 19.4 The Contractor shall not terminate or materially amend the terms of any Sub-Contract without the DFE's prior written consent.
- 19.5 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 10 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.
- 19.6 The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.
- 19.7 If the DfE believes there are:
- 19.7.1 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
- 19.7.2 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.

20 The Contract (Rights of Third Parties) Act 1999

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

21 Waiver

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

22 Notices

- 22.1 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, or e-mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

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

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

22.2.2 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;

22.2.3 if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, 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).

23 Dispute resolution

23.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

23.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

23.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

24 Discrimination

24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25 Law and Jurisdiction

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

As witness the hands of the parties

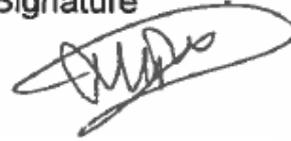
Authorised to sign for and on
behalf of the Secretary of
State for Education

Authorised to sign for and on
behalf of Tribal Education Limited

Signature



Signature



Name in CAPITALS

PETER DRUMMOND

Name in CAPITALS

JANET TOMLINSON

Position in Organisation

HEAD OF INTERNATIONAL

Position in Organisation

MANAGING DIRECTOR
QAS

Address in full

GREAT SMITH STREET
LONDON
SW1P 3BT

Address in full

KINGS ORCHARD
ONE QUEEN STREET
BRISTOL
BS2 0HQ

Date

19/06/2017

Date

07/06/17

Schedule 1 - Specification**Procurement specification*****Supplier notice***

Please note that responses need to be made electronically through REDIMO2 by completing evaluation sections and questions. Further guidance on this process can be found by downloading them from REDIMO2 or via GOV.UK.

Title	RFx178 – UK Inspection in the European Schools
Procurement lead	Tracy Walker
Contract manager	Craig Heatley

Requirement background**Summary**

The Department for Education (DfE), as part of its Treaty obligations, is required to provide two school inspectors to represent UK interests in the European Schools (ES). This contract will commence on 1 June 2017 with delivery of the services beginning on 1 September 2017. The contract will be for 27 months (terminating on 31 August 2019) and may be extended on a rolling one-year basis for a maximum of two years subject to business need.

European Schools System

In 1957, the European Schools' system was established as part of an intergovernmental treaty (known as "the Convention") following the opening of the first European School in Luxembourg four years earlier.

The aim was to provide an education for the children of the staff of European Union Institutions and their agencies through mother tongue teaching of the curriculum.

The main policy objective of the European Schools is to provide a free multilingual education for the children of employees working in the EU institutions. The ES is an international institution in its own right (with its own separate Treaty - the 1957 ES Convention) administered by a Board of Governors (BoG) comprising the representatives from each Member State and the European Commission. It is separate from but linked to the UK's EU membership.

Please see the European Schools [website](#) for further background information including details around governance.

The Schools

The schools are day schools for pupils ages 4-18. There are around 26,000 pupils in the system as of the 2016/17 academic year. Pupil numbers vary between schools from 550 in Bergen (in the Netherlands) to 3,400 in one of the Brussels schools. Where places are available, children from other backgrounds are admitted on payment of fees. The schools comprise of up to 16 language sections and there is an English language section in all of them.

From September 2017, there will be ¹13 European Schools across six different countries. The UK has a legal obligation to second teachers to work in the European Schools and is also responsible for undertaking regular assessment of these secondees to assure the quality of the teaching provisions.

Schools operate in teaching cycles:

Cycle	Classes	Age
Early education' (Nursery)	1-2	4 and 5
Primary	1-5	6-10
Secondary		
Observation cycle	1-3	11-13
Pre-orientation cycle	4-5	14-15
Orientation cycle	6-7	16-18

Education is based on mother tongue teaching of the European Schools curriculum with an emphasis on acquiring language skills through learning within that curriculum. No UK qualifications are offered. Full details on the organisation of studies can be found [here](#).

The Teachers

Teachers are employees of their seconding authority (for the UK it is the DfE) and work in the European Schools system for a maximum of nine years. The term 'seconded' is used by the ES system even though this does not apply to DfE teachers because they have no job to return to at the end of their service. However, there are some UK seconded teachers who can remain indefinitely due to the fact they were employed before the 'nine year' rule was introduced in 1993.

Employment contracts are issued for an initial two years with a view to further three and four year contracts subject to successful performance assessments (2+3+4).

The European Baccalaureate

The European Schools have their own matriculation examination - the European Baccalaureate (EB). This is taken at age 18 at the end of the seventh year of secondary education. The EB is accepted in all European Union member states as an entry qualification for higher education. The EB follows a two-year syllabus and pupils are assessed on their performance in subjects taught in secondary years 6 and 7. Candidates are awarded a final overall mark expressed as a percentage. Those who achieve an overall mark of 60% or more are awarded the EB. Each year, some 95% of EB candidates are successful. No GCSE or other national examinations are taken in the European Schools.

The Requirement

The UK has a legal obligation to second teachers to work in the European Schools and undertake an assessment of their work through the deployment of two national inspectors. The DfE therefore has a requirement for an organisation to provide two national inspectors, one for nursery/primary and one for secondary, to represent UK interests. The main role is to provide assurance over the quality of the teaching in the European Schools and advise the European Schools system on curriculum and all pedagogical matters.

The DfE requires all UK seconded teachers undertake annual performance management. There are approximately 82 UK seconded teachers (18 Primary, 64 Secondary). At the beginning of the academic year inspectors correspond with teachers to agree their performance objectives, ensuring they are focused on meeting the required teaching standards, as defined by the European Schools system, and that these objectives provide sufficient challenge and positively contribute to the school. The inspectors undertake an annual visit to the schools to observe lessons and provide feedback on

¹ European School Culham will close on 31 August 2017

performance with each UK teacher. Mid-year and end-of-year assessments are carried out remotely and the inspector makes a recommendation on the level of performance to the DfE, which is linked, to an annual pay review.

When employment contracts are due for renewal, the DfE will inform the UK Inspector who is then responsible for undertaking these contract renewal assessments including visiting the school to meet and observe the teacher, discussing their continued employment with the director (headteacher) and providing a written report, including recommendation, to the DfE. Every year there could be a number of teachers requiring contract renewal assessments. It is estimated in the academic year 2017/18 there will be eight employment contract renewals. The DfE will notify the UK Inspectors of employment contracts that are due for renewal assessment at the start of each academic year.

The two UK Inspectors are also responsible for ensuring the Department for Education's Pay and Performance Policy for ES Seconded Teachers is implemented for all seconded UK teachers.

Working closely with the European Schools team at the DfE, the Office of the Secretary-General of the European Schools in Brussels, the individual European Schools and other stakeholders, the two UK inspectors are required to attend various Inspectors' meetings in Brussels, to represent UK interests. Inspectors advise on curriculum and all pedagogical matters and have a responsibility for the quality of teaching in the European Schools system.

There are four boards: Secondary Board of Inspectors; Primary Board of Inspectors; Joint Board of Inspectors (Primary and secondary) and a Joint Teaching Committee. These meet twice a year and are attended by inspectors from all member states, school directors, plus representatives from the European Commission and parent, teacher and pupil bodies.

The secondary inspector is additionally required to develop the English component of the European Baccalaureate (EB) examination - working with the inspector appointed by the Republic of Ireland – and also to quality control the annual English written and oral exams, This includes visiting one school in June as a Vice President of the European Baccalaureate to quality assess the conduct of the exams. As part of the development of the English EB examination, the inspector may need to draw upon knowledge of English subject experts with experience of examinations and the European School curriculum. The inspector supervises the marking by external examiners in conjunction with the Irish inspector.

Mandatory requirements

As part of this specification there are a number of specific requirements which must be met. These can be found within the evaluation sections of Redimo 2. Please note that the authority may, at its absolute discretion, refuse to consider your bid further dependent on the answers given to these requirements.

The successful organisation must provide staff who:

- Provide suitably experienced and qualified staff to undertake service delivery, including approval from the Secretary of State for Education to undertake school inspections.
- The staff in inspector roles must have a sound up-to-date knowledge of the English education system and can demonstrate awareness of recent developments and statutory requirements.
- The staff in inspector roles must have the necessary Disclosure and Barring Service checks in place and valid at all time.

Detailed requirements (THE SERVICES)

The statutory requirements for the UK by way of inspection are outlined at Articles 15 to 18 of the Convention Defining the Statute of the European Schools (please also refer to the [European Schools website](#)).

The task of the Inspectors shall be to visit each school during the autumn and spring terms to:

- 1. provide, in their respective cycles of instruction, supervision of the work of teachers from their national administrations;*
- 2. compare views on the standard of work attained and the quality of the teaching methods;*
- 3. provide to the headteachers and the teaching staff the results of their inspections.*

Taking into account needs evaluated by the Board of Governors, each Member State shall provide the Inspectors with the facilities necessary for carrying out fully their task in the schools

The European Schools deems the quality of education to be of paramount importance and in 2014 introduced approved Teaching Standards. These Standards represent the frame of reference for quality of teaching and apply to all teachers. The Teaching Standards correspond to international trends in the field of description of teachers; competences and they clarify professional expectations across the spectrum of the teacher's role. They are the basis for:

- Teachers' self-evaluation
- Teachers' professional development
- Recruitment and induction of teachers
- Evaluation and appraisal of teachers related to contract renewals.

Teachers' self-evaluation and professional development

At the start of the academic year, the two inspectors will work with the UK seconded teachers to agree performance objectives for the year that meet the ES Teaching Standards. It is a requirement that all performance objectives also fully support the DfE's Pay and Performance Policy for ES Seconded Teachers, ensuring that all performance objectives are SMART. The inspectors must challenge draft objectives where necessary and provide an accurate mid-year and end-of-year performance assessment in line with the Policy's timetable.

Draft objectives are written by the seconded teachers at the start of the new academic year and discussed with the Inspector via telephone or Skype. Between November and March each year, the inspectors will arrange to visit each school to observe each UK seconded teacher and provide feedback and discuss their performance against their objectives. The inspector will record notes of the lesson observation, which will inform judgements made in the performance appraisal report.

By mid January each year, all seconded teachers will write a mid-year self-assessment and this will be sent to the inspector for their comment. Any concerns the inspector may have about any aspects of performance will then be discussed directly with the seconded teachers, with progress further monitored. A year-end assessment will be undertaken via telephone or Skype by the inspector and an indicative performance rating supplied to the DfE. Each inspector will review the other inspector's year-end assessments to ensure fairness and consistency is being applied.

Evaluation and appraisal of teachers related to contract renewals.

Each academic year there could be a number of seconded teachers whose employment contracts are due for renewal. The maximum number of years a seconded teacher can work in a European School is nine. The inspector will undertake a review of those teachers whose contracts are due for renewal and provide a recommendation to the DfE - having also had discussions with the school's senior management.

Following a visit to a European School, the inspector will produce a written report for the DfE that includes details of the lesson observation of the teacher, plus a record of discussions with the school's senior management and parent representatives. These reports should be submitted within five working day of the visit and particularly highlight any issues of concern that the DfE needs to be aware of and address. The Contractor shall produce and agree the first draft of the European School's Report with the Department before finalisation.

The high-level delivery milestones for year 1 of this contract will be as follows:

Task	Output	Completion Date
Inspection of UK Seconded teachers in relation to the Pay and Performance Policy	Agree final objectives with UK seconded teachers in writing	30 September 2017
	Review all UK seconded teachers' mid-year self-assessments	30 January 2018
	Undertake visits to all UK seconded teachers to undertake lesson observations	30 March 2018
	Undertake end-of-year assessment meetings	15 May 2018
	Submit final appraisal reports to DfE including recommendation of final performance rating	30 June 2018
	Undertake quality assurance exercises to ensure fair and consistent standards have been kept	30 June 2018
Quarterly Inspection Reports	Preparation of Quarterly Inspector report showing days worked; travel days; meetings attending etc. and days remaining in the current academic year, for each Inspector	Report required upon commencement of contract and then one week prior to all quarterly DfE meetings (as below)
Quarterly meetings with Department for Education	Contract team and inspectors to meet with DfE to discuss various issues and updates as required, including Quarterly Inspector report	December 2017 and then as required each quarter
Employment Renewal Evaluations	Following a visit to the school and observation of teacher being assessed, to produce a report, which should be sent to the DfE, which recommends renewal or non-renewal of contract of employment.	As required

The Contractor will be responsible for arranging all travel for the two Inspectors. Inspectors are entitled to reclaim international travel expenses which have been reasonably incurred in line with the DfE's Expenses Policy (see Annex 3). It is the contractors' responsibility to ensure the Inspectors

have the necessary documentation for international travel and are covered by a comprehensive travel insurance policy, the cost of which is the responsibility of the Contractor.

Quantity

Based on the number of seconded teachers, days are allocated for the inspectors to undertake their role, including the attendance at Board of Inspector and Joint Teaching Committee meetings; quarterly contract meetings with the DfE and for the secondary inspector, work on the European Baccalaureate.

Based on current projections approximately 240 days will be required during the 2017/18 academic year. This figure includes days for travel to schools and for meetings. This figure will be revised for the 2018/19 academic year based on teacher numbers and requirements.

Quality

The Contractor shall use all reasonable endeavours to ensure the following:

- the provision of two UK Inspectors to represent the DfE in a professional manner and support its employment of UK seconded teachers throughout the duration of the contract
- the two UK Inspectors bring to the immediate attention of the DfE any issues or concerns raised by either UK seconded teachers; school Directors and Deputy Directors or teacher or parent representatives regarding the performance of the UK seconded teachers
- the two UK Inspectors ensure all UK seconded teachers fully engage with DfE Policies
- the Secondary Inspector takes responsibility – alongside the Irish inspector - for the quality of the European Baccalaureate English (EB) exam, exam invigilation, fairness of marking the paper, final marks awarded. This can take up a substantial amount of time and the Contractor must ensure the required number of days are granted to the Secondary Inspector to perform this duty. The EB exam questions should be appropriately challenging and reflect the curriculum content covered.
- the contract - including all reporting and invoicing - is administered as per the stated standards, policies and to the agreed timelines.
- all travel plans are achievable and realistic and make the best use of the Inspector's time and meet the state policies.
- the two UK Inspectors attend various curriculum meetings and working groups in Brussels as required.
- the two UK Inspectors liaise regularly with the UK seconded teachers as required, providing support and guidance throughout the academic year and raise any issues or concerns immediately with the DfE. To respond to emails within 2-3 days of receipt.

Timescales

This contract will commence on 1 June 2017 to allow sufficient time for handover from current supplier, with actual work commencing on 1 September 2017 for an initial term of 27 months, expiring on the 31 August 2019.

The DfE reserves the right to extend this contract by further 12-month periods up to a maximum of 24 months.

DfE reserves the right to terminate the contract should funding be withdrawn, changed or there is a significant change in government policy relating to the programme delivery and outputs required as part of this contract, by giving three months' notice.

The delivery of this work is dependent on the UK being party to the Convention Defining the Statute of the European Schools. Should this dependency no longer exist the contract will be terminated as stated above and in line with the clauses stated in the resulting contract.

Data handling

Please refer to the Data Protection clauses within the draft agreement (Document 4)

Attachments

The following documents should be read in conjunction with this Requirement:

- Document 1 - Invitation to Bidders
- Document 3 - Evaluation Criteria
- Document 4 – Draft Agreement (inc. Terms and Conditions)
- Annex 1 - Standard Questionnaire Declaration Form
- Annex 2 - ITT Declaration Forms Document
- Annex 3 – Extract of DfE Expenses Policy

These can be downloaded via REDIMO2 (*opportunities//RFx178//show me//respond//summary tab*).

Procurement timeline

20 February 2017	Launch of Invitation to Tender (ITT)
17 March 2017	Deadline for bidder questions
23 March 2017 at 15:00	Deadline for completion of evaluation sections in Redimo 2 (Submission of tender)
Week commencing 10 April 2017	Clarification Period (if applicable)
18 April 2017	Notification of Result
1 June 2017	Commencement of Contract

Terms and Conditions

Please see the draft contract (Document 4)

Queries and Guidance

Queries

Any queries in respect of this Specification should be raised via REDIMO2

Technical

Responses to this Specification need to be made electronically through REDIMO2 by completing evaluation sections and questions. Further guidance on this process can be found by downloading them from REDIMO2.

Bidders experiencing technical difficulties can also contact the commercial team at Commercial.CONTACTPOINT@education.gov.uk

Schedule 2

1 Contractors agreed daily rate = £ [REDACTED]

Maximum number of contract days per annum = 240

Quarterly Milestone	Invoice Date	
Summer 2017	31/08/2017	All Payments in arrears are subject to successful sign-off by DfE Contract Manager
Autumn 2017	31/11/2017	
Winter 2017/18	28/02/2018	
Spring 2018	31/05/2018	
Summer 2018	31/08/2018	
Autumn 2018	31/11/2018	
Winter 2018/19	28/02/2019	
Spring 2019	31/05/2019	
Summer 2019	31/08/2019	

- 1.1 The above daily rate is exclusive of VAT.
- 1.2 The above daily rate is inclusive of all expenses with the exception of expenses reasonably incurred outside of the United Kingdom which are subject to DfE Expenses policy set out in Annexes 1-3.
- 2 The Contractor shall maintain full and accurate accounts for the Service. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 3 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 3.1 The Contractor shall also permit persons duly authorised by the European Court of Auditors and the European Commission to examine the accounts at any reasonable time and shall furnish oral or written explanation of the accounts if required.
- 4 Invoices shall be prepared by the Contractor **quarterly** on the invoice dates specified in the Table in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 5 Invoices shall be sent, within 30 days of the end of the relevant quarter to European Schools Team, Department for Education, International Education Division,

Sanctuary Buildings, Great Smith Street, London SW1P 3BT quoting the Contract reference number and Purchase Order number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 6 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 7 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 8 On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 9 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 10 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule 2

Special Clauses

1. CONTRACTORS EMPLOYEES AND SUB-CONTRACTORS

- 1.1 The Contractor shall give to the Department if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require.
- 1.2 If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from providing the Services and shall provide a suitable replacement (at no cost to the Department).
- 1.3 The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Contract Manager of proposals to change key employees or sub-contractors.

Contractor's Solution

Response to 10.01 - Transition Plan

[Redacted]

Transition Step	Start Date	End Date
[Redacted]	[Redacted]	[Redacted]

Develop schools and teacher communication plan

[Redacted]

Transfer of data and/or knowledge

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Develop proposal for stakeholder relationship building

[Redacted]

[Redacted]

[Redacted]

Agree approach to further develop knowledge of the service requirement

[Redacted]

Response to 10.02 - Project delivery approach

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2017/2018 Indicative Plan (to be discussed and agreed with DfE during Transition)

[Redacted]

Administrative processes with a value for money approach

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Capacity and resource

[Redacted]

[Redacted]

Plans to communicate effectively with stakeholders in a school setting

[Redacted]

[Redacted]

Objectives for Performance Pay:

[Redacted]

Response to 10.03 - Approach to project management (PM)

[Redacted]

[Redacted]

[Redacted]

Identifying risks

Examples of potential key risks:

Potential risk	Strategy for mitigation
[Redacted]	[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Quality assurance

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Stakeholders

[Redacted]

[Redacted]

[Redacted]

Response to 10.04 - Core team

[Redacted text block]

[Redacted text block]

National Inspectors

[Redacted text block]

Contract Manager

[Redacted text block]

[Redacted]

[Redacted]

[Redacted]

Experts and administrative support

[Redacted]

[Redacted]

[Redacted]

Response to 10.05

[Redacted]

Contingency Plan

[Redacted]

Situation	Measure in place
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

	
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Response to 10.06 - European Schools (ES) system

[Redacted text block]

The national inspectors

[Redacted text block]

Innovative approaches

[Redacted text block]

Approach to maintaining knowledge of system

[Redacted text block]

[Redacted text block]

Response to 10.07

[Redacted text block]

Annex 1 - UK AND OVERSEAS TRAVEL GUIDANCE

UK

Taxis

The use of taxis is not an entitlement and journeys should normally be made by public transport, particularly in London.

Taxi travel is often expensive, so may only be used under certain circumstances. Acceptable reasons for using a taxi include:

- Where no suitable public transport is available, especially when travelling early in the morning or late at night before public transport starts or is running regularly
- When you have a temporary or permanent disability
- When you have heavy luggage to carry
- When it is more important that you save official time
- When you are in an unfamiliar town and uncertain of public transport
- When you may be concerned for your physical safety
- When a taxi is shared and the combined cost of public transport is greater.

Rail

When travelling by rail you must always travel standard class, using the most cost effective route, preferably pre-booking your tickets to travel on specific (timed) trains. You may only book an open return ticket if you have no way of knowing what time your official business will finish. In this case, you should still book a restricted (advance or set time) ticket for your outward journey whenever this is the cheapest option.

Exceptionally, first class travel can be booked if the overall cost of the first class ticket is less than the overall cheapest ticket for standard class. If applicable, you must keep evidence of the relevant price comparisons for audit purposes.

Underground (Oyster Cards and Contactless Payment)

If you make regular trips to London, you should consider using an Oyster card or contactless payment method as this is a cheaper alternative to individual Travelcards or underground tickets.

Oyster Cards

If using a personal 'pay as you go' Oyster card for business travel, you should claim for the actual journey and not the value of the top up. Journey statements confirming the route and cost are available by registering your Oyster card at <http://www.tfl.gov.uk/fares-and-payments/oyster/oyster-online?intcmp=11723#on-this-page-6>. The statement can be submitted with the claim for reimbursement. Claims for personal journeys will not be accepted.

Contactless Payment

Transport for London offer 'contactless payment' in place of an Oyster card. You can create an account at <http://www.tfl.gov.uk/fares-and-payments/contactless> and register your debit/credit card or link a

debit/credit card to your current Oyster account. Journey statements will be available and can be submitted with the claim for reimbursement. Claims for personal journeys will not be accepted.

Overseas

Eurostar

When travelling by Eurostar, you must always travel standard class and, where possible, purchase non-flexible tickets.

Air

Inspectors should use economy class when travelling by air, or an alternative which costs the same or less, with a few exceptions. Inspectors with disability or health reasons who are unable to secure suitable facilities in economy class may travel business class; or where it is cheaper to buy a business class ticket than an economy ticket for the same journey, may also travel business class (a copy of the price comparisons must be printed off and retained for audit purposes).

Sea travel

Exceptionally, inspectors may need to travel by sea. The principles of rail and air travel apply.

Taxis

When travelling overseas, taxis should be avoided if public transport is available, except during unsocial hours or if time constraints are unavoidable (e.g. if it is not possible to catch a flight or attend a meeting if public transport is used).

Annex 2 - CLAIMING UK DAY SUBSISTENCE RATES

Policy Principle

Day subsistence is designed to offset the extra costs that you may pay for meals/refreshments because you are unfamiliar with the area visited. It must only be claimed where expenses have been incurred. The actual cost can be claimed, up to certain limits, and itemised receipts must be provided.

If you are unsure about what to claim, remember that the policy has been designed to contribute towards the cost of 1 meal if you are absent for over 5 hours, two meals if you are absent for over 10 hours and three if you are absent for over 12 hours. If you receive any meals while you are absent (eg as hospitality or catering provided) you should reduce your maximum actuals claim as appropriate.

Eligibility

To be eligible for day subsistence, you must be away from your home for more than 5 hours and buy a meal or refreshments; and the place you are visiting must be at least 5 miles by the most direct route from your home.

Details

You can claim the actual cost of your meals/refreshments bought for consumption on the journey (e.g. on the train, at the station, or at the airport) up to the maximum limits allowed.

You may claim for a gratuity of up to 10% of the net cost of a meal (exclusive of VAT) if included in the bill e.g. as a service charge.

You must have itemised receipts for all claims.

Day subsistence is not subject to tax.

Day subsistence is not payable:

- when you are being provided with meals during your visit;
- when you eat at home or bring food from home;
- for alcoholic drinks.

Day subsistence limits

You can claim the actual cost of your meals/refreshments up to the following limits.

Period of absence	Upper Limit
More than 5 hours and no official food provided – One meal	£4.50
More than 10 hours and no official food provided – Two meals	£9.30

More than 12 hours and no official food provided – Three meals	£13.80
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Alcohol

There will be no reimbursement for the purchase of alcohol as part of subsistence. The purchase of any alcohol will be at the inspector's own expense.

Receipts

Itemised receipts should be provided for all actual expenditure incurred up to the maximum applicable subsistence rates.

Annex 3 - CLAIMING FOREIGN SUBSISTENCE RATES

Policy Principle

Overseas subsistence is a contribution towards the extra costs involved in spending time abroad on official business. It should only be claimed where expenses have been incurred.

The latest overseas travel and subsistence rates table is attached (page 3 of this document) where you will find the subsistence rates for each country you visit on European Schools business. The subsistence rates are listed in Euros and differ for each town and city.

Overseas Rates

When travelling abroad you are entitled to claim actuals (excluding alcohol) up to the subsistence rate applicable to the town or city where you are staying. It is your responsibility to ascertain the correct rate of exchange on the day you travel.

Overnight subsistence

Overseas night subsistence covers complete periods of 24 hours. It may also be paid when an overnight forms either part of a visit of less than 24 hours, or part of the last 24 hours of a longer visit. The 24 hour cycle starts when you arrive in the foreign country and ends when you leave.

The 24 hour rate, where hotel accommodation has already been booked and paid through ReDfErn Travel, is intended to cover the cost of 3 meals a day plus any service charges and taxes, though you should only claim the actuals up to this limit. If breakfast is provided in your ReDfErn hotel booking then the actuals you can claim in any 24 hour period will reduce accordingly. If you receive any meals while you are absent (eg as hospitality or catering provided) you should reduce your maximum actuals claim as appropriate. The reductions are shown in the overseas travel and subsistence rates table on page 3 of this document.

Day Subsistence

You may claim actuals up to the overseas rate of day subsistence if you are abroad for a period covered by one of the day subsistence rates, of either more than 5 hours or 10 hours; or at the end of a 24 hour cycle of night subsistence, to enable you to claim for a balance of time spent away or travelling.

If you are unsure about what to claim, remember that the policy has been designed to contribute towards the cost of 1 meal if you are absent for up to 5 hours, two meals if you are absent for up to 10 hours and three if you are absent for up to 12 hours.

If a meal is necessarily taken on a train or ship during a period qualifying for day subsistence, the actual cost of the meal may be reimbursed up to the limits set out below.

Train or Ship	
Period of absence	Upper Limit
More than 5 hours and no official food provided – One meal	£4.50

More than 10 hours and no official food provided – Two meals	£9.30
More than 12 hours and no official food provided – Three meals	£13.80

Alcohol

There will be no reimbursement for the purchase of alcohol as part of subsistence. The purchase of any alcohol will be at the inspector’s own expense.

Receipts

Itemised receipts should be provided for all actual expenditure incurred up to the maximum applicable subsistence rates.