



Framework Agreement between
The Learning and Skills Improvement Service
and
>>Consultant<<
For the provision of
Consultancy Framework

Framework Number: >>to be added<<

Framework Start Date: >>to be added<<

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Form of Agreement for the Delivery of Consultancy

An Agreement made on >> start date<<
Between Learning and Skills Improvement Service
 (LSIS)
of Friars House, Manor House Drive, Coventry
 CV1 2TE
and >>Consultant Name<<
of >>Consultant Address<<

It is agreed that:

This Form of Agreement, together with the LSIS Invitation-to-Tender for 'Consultancy Framework', and the attached sections, are the documents which collectively form the 'Framework Agreement'.

This Framework Agreement, when signed by both parties, constitutes the entire agreement between the parties relating to the subject matter of the Framework Agreement and supersedes all prior negotiations, representations or understandings whether written or oral.

Signed for >>Consultant<<

Signed for LSIS

Signature:	Signature:
Full Name:	Full Name: ROB BENDELOW
Title or position held on behalf of	Title or position held on behalf of LSIS HEAD OF PROCUREMENT
Date:	Date:

Section 1: The Requirement

1. Purpose

The Learning and Skills Improvement Service aims to accelerate the drive for excellence in the learning and skills sector, building the sector's own capacity to design, commission and deliver improvement and strategic change. This will help realise our vision that every learner acquires the skills, knowledge and appetite for learning, living and working and that every provider is valued by their community and employers for their contribution to sustainable social and economic priorities.

- 1.1. LSIS works through commissioning products and/or services - to be provided by 'supplier' organisations and/or consultants - designed to support continuous quality improvement across the learning and skills sector.
- 1.2. The purpose of the previous Tender and for this Tender is to create a Framework Register of expert individual consultants capable of undertaking projects, as described within the specification document.

2. Category of Work

- 2.1. The Services that LSIS may commission under the Framework Agreement are:

Category of Work	Relating to...
1. Programme design and development	<ul style="list-style-type: none"> • Organisational development • Leadership – in FE, WBL, local adult learning providers, e-learning (including resources) and collaborative leadership. • Management skills. • Governance, public trusteeship. • Partnership working, community cohesion, • Equality and diversity, inclusion, safeguarding young people and vulnerable adults. • IAG (information, advice and guidance), careers' education, learner voice, learner support. • Resource utilisation, sustainable development. • Strategic business planning; business practice.

Category of Work	Relating to...
	<ul style="list-style-type: none"> • Career coaching (in learning and skills sector), and career workshops. • Preparation for inspection. • Curriculum design (e.g. 14-19; Diplomas; Skills for Life; functional skills; teaching and learning; World Class Skills and adult learning). • Employer responsiveness. • Online interactive programmes across the above • Global skills and internationalisation, international policy development, research & benchmarking.
<p>2. Programme delivery</p> <p>Face-to-face facilitation, e-facilitation and training and development.</p>	<ul style="list-style-type: none"> • Organisational development • Leadership – in FE, WBL, local adult learning, e-learning (including resources) and collaborative leadership. • Management development. • Coaching skills for managers and teachers. • Governance, public trusteeship. • Partnership working, community cohesion. • Equality and diversity, inclusion, safeguarding young people and vulnerable adults. • Learner voice and supporting learner voice. • Learner support - pastoral care, education maintenance allowances etc. • Learning support – tutorial system, other support • IAG (information, advice and guidance), careers' education. • Resource utilisation, sustainable development. • Strategic business planning; business practice. • Career coaching (within FE), and career workshops. • Preparation for inspection. • Curriculum areas (e.g. 14-19; Diplomas; Skills for Life; functional skills; teaching and learning; World Class

Category of Work	Relating to...
	<p>Skills and adult learning).</p> <ul style="list-style-type: none">• Responding to employers; effective operation of employer services.• Supporting delivery through virtual learning environments.

<p>3. Marketing and Communications</p>	<ul style="list-style-type: none"> • Programme publications including think pieces. • Training and development materials. • Teaching and learning resources. • Interactive resources for learning online. • Press/PR. • Editorial/copywriting/copy-editing. • Proof-reading. • Design. • Print. • Storage/Distribution/mailling lists/fulfilment. • Direct mail. • Photography. • Events management. • A-V and multimedia content. • Merchandise. • Signage. • Marketing/e-marketing. • Publishing agency. • Project management and communications consultancy.
<p>4. Consultancy and coaching</p> <p>Direct, one-to-one support</p>	<ul style="list-style-type: none"> • Executive leadership development. • Executive coaching and team coaching. • Curriculum strategy/design. • Organisational development. • Professional dialogue • Preparation for inspection. • Quality improvement. • Employer responsiveness. • Succession planning and talent management

5. Quality assurance and programme evaluation	<ul style="list-style-type: none"> • Judging awards. • Learning resource development. • Programme assessment. • Total quality management.
6. Specialist expertise and strategic development Providing advice to LSIS	<ul style="list-style-type: none"> • Organisational development • Leadership. • Governance. • Management and management skills. • Strategic Business planning. • Partnership working. • Safeguarding. • IAG (information, advice and guidance). • Learner voice/support. • E-learning and technology. • Curriculum design. • Resource utilisation. • Sustainability. • Career development. • Equality & diversity. • Community cohesion. • Global skills and internationalisation, international policy development, research and benchmarking. • Provider services for employers (policy into practice).
7. Web-oriented services Focussing primarily on the LSIS 'Excellence Gateway' and LSIS VLE	<ul style="list-style-type: none"> • Project management. • Web design & development. • Website migration. • Technical procurement support. • Web applications • Multi-media content • E-Learning resources • Online learning • Moodle management and design

- 2.2. It is not anticipated that you will necessarily be able to supply all of these services. This is the generic list that collectively represents the focus of this Framework Agreement. Should LSIS commission services from you, it will be for those activities nominated by yourselves within your Tender and approved.

3. Conditions of the Framework Agreement

- 3.1. LSIS hereby engages the Consultant, who is an independent Consultant, to carry out the services detailed in this Section and in accordance with the Legal Terms & Conditions (see **Section 3**).
- 3.2. This Agreement sets out the Services and Legal Terms & Conditions agreed between us. Legally binding contracts will be formed between us when LSIS issues Commissioning Letters (see section 4 below) and associated Purchase Orders (PO) for specific projects.
- 3.3. Unit prices are those quoted within your Tender.
- 3.4. The Consultant should not undertake work prior to receipt of a formal Commissioning Letter, as no guarantees can be given by LSIS as to payment for work done without the corresponding PO being in place.
- 3.5. No guarantees can be given by LSIS that any work will be offered under this Framework Agreement.

4. Commissioning Letters

- 4.1. This Framework Register has already been established. Individual business opportunities (projects) will be tendered. LSIS will identify those consultants from the register whose skill-set most closely matches the requirement, and invite them to tender. Following tender evaluation, the contract award will be made and formalised via a 'Commissioning Letter'. This will contain details of the work specification, the associated performance measures and the price. These elements, combined with the framework agreement itself (containing the Legal Terms & Conditions plus relevant annexes) will constitute the complete contract for that particular project.

5. Period

- 5.1. This Framework Agreement shall be valid for the remainder of this financial year 2011-2012, with options to extend for up to a further (and final) **12** months.
- 5.2. In the case of an annual extension, the Consultant will be given the opportunity to update their profile and unit prices.

6. Value

- 6.1. Unlike a conventional contract, the initial value of this Framework Agreement is zero, but it carries the potential for subsequent business opportunities to be won. These opportunities (projects) will range in value, with the maximum price for any one project being **£50,000** (including VAT).

Section 2: Financial Arrangements and Invoicing

1. Invoicing and Payments

- 1.1 The unit prices quoted within your Tender will apply to all services that LSIS commission from you under this Framework Agreement. These 'baseline' prices will remain valid until **31st March 2012**, and will typically relate to daily rates and overhead/administration charges.
- 1.2 **>>Consultant<<** shall submit an invoice for services completed or goods delivered (to the satisfaction of the LSIS) monthly in arrears. Invoices shall be sent within **10** days of the end of the relevant Charging Period. Payment shall be within **30** days of receipt of a properly prepared invoice.
- 1.3 Invoices should be addressed to:

Finance Department
Learning and Skills Improvement Service
Friars House
Manor House Drive
Coventry
CV1 2TE

2. VAT

- 2.1 All goods and services delivered as part of this Framework Agreement are assumed to be within the scope of the VAT regulations.
- 2.2 LSIS is an 'eligible body' as defined within the HMRC VAT notice 701/30 (January 2002).
- 2.3 The Consultant may also be an 'eligible body'. If this is the case, the supply of educational services and/or research to LSIS may be exempt from VAT.
- 2.4 Where the Consultant claims exemption, LSIS will require evidence to support this claim (e.g. confirmation of not-for-profit or charitable status). For clarity:
- 2.4.1 ***It is the responsibility of the Consultant to establish and confirm whether the products/services to be supplied under this agreement are subject to VAT or exempt. LSIS will not be responsible for any loss incurred by the Consultant incorrectly claiming exemption and failing to charge VAT at the applicable rate.***

2.5 Guidance can be found by following this link:
http://customs.hmrc.gov.uk/channelsPortalWebApp/channelsPortalWebApp.portal?_nfpb=true&_pageLabel=pageVAT_ShowContentandid=HMCE_CL_000117&propertyType=document#P116_8843

2.6 Where a Consultant is registered for VAT and is not an 'eligible body', VAT will be charged to LSIS at the appropriate rate (LSIS may require a copy of the VAT Registration Certificate). For clarity:

2.6.1 ***This contract is for a total price which includes the applicable VAT. The Consultant must take account of any changes in the VAT rate that may come into effect during the period of this agreement. This will involve adjusting the balance between the products/services supplied and the VAT element.***

Example: If at the time of entering into a contract, the VAT rate is 17.5%, and the net price for the products/services to be supplied is £100,000, the total price will be £117,500. If the VAT rate then changes to 20% prior to contract commencement (thereby affecting the whole of the product/service delivery), the Consultant would charge £97,917 for the products/services, plus VAT of £19,583, resulting in the same total price of £117,500.

3. Travel and Subsistence Expenses

3.1 All claims must be in accordance with the LSIS Travel and Subsistence Policy for Consultants as described in Annex I.

Section 3: LSIS Legal Terms & Conditions

1. Formation

- 1.1. The Framework Agreement will be governed by LSIS's Terms and Conditions including any alterations made in accordance with **Condition 1.5**. No other terms and conditions will apply to the Framework Agreement such as, for example, any terms or conditions attached to an acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document. No previous spoken or written statements by either LSIS or the Consultant will form part of the Framework Agreement. However nothing in this Condition shall exclude any liability which either party would have to the other in respect of any written statement made fraudulently.
- 1.2. Any quotation for service(s) performed by the Consultant will be taken to be an offer to sell the service(s) upon these Terms and Conditions. The Contract will not commence until LSIS have accepted that offer by issuing a Purchase Order and a Commissioning Letter, signed by both parties. All quotations provided by the Consultant, including the price provision, will remain open for acceptance by LSIS for **90** days from the date of the quotation.
- 1.3. The commencement of performance of the service(s) will be taken as conclusive evidence of the Consultant's acceptance of these Terms and Conditions.
- 1.4. If this Framework Agreement is terminated, the Consultant shall refund in full any advance payments LSIS may have made to the Consultant for any service(s).
- 1.5. These Terms and Conditions can only be varied in writing, using the Change Control Procedure, signed by an authorised representative from both parties.
- 1.6. For Clarity the word 'Contract' is used in this document, refers to the combination of a 'commissioning letter' and the 'Framework Agreement'.

2. The Service(s)

- 2.1. The quantity and description of the Service(s) will be as set out in our Commissioning Letter, as the 'Specification'.
- 2.2. If the service(s) do not conform reasonably with the Contract, LSIS will advise the Consultant of this and the Consultant will take the necessary steps to rectify this non-conformity within **20** working days. If the Consultant fails to do so, LSIS will be entitled to terminate the Contract under **Condition 10.1.1** and to exercise any of LSIS other rights and remedies, as the LSIS so chooses.

- 2.3. LSIS may make changes, in writing, to the Framework Agreement and/or a specific contract awarded via the Framework Agreement. If these changes cause an increase or decrease in the cost of the work or time required for performance, LSIS will make a proportionate adjustment to the price, delivery schedule or both. These changes will be formalised using Change Control Procedure.
- 2.4. In respect of the service(s) provided the Consultant will maintain and observe quality control and quality assurance standards. These will be in accordance with LSIS requirements, or relevant UK/European Standards as set out in the Specification or as notified to the Consultant. In this event the Consultant will maintain detailed quality control records for the period to be agreed, but not to exceed a maximum of **6** years from the termination date of the Framework Agreement.
- 2.5. If the Consultant is required to enter LSIS premises they will:
 - 2.5.1. wear identification that is acceptable to LSIS
 - 2.5.2. leave if reasonably requested to do so by LSIS
 - 2.5.3. behave in a responsible and courteous manner at all times and not disrupt any of the activities taking place on LSIS premises
 - 2.5.4. not smoke, or consume alcohol at any time within normal working hours (i.e. 9.00am to 6.00pm)
 - 2.5.5. abide by the Health and Safety at Work Act 1974, any other relevant act that may be in force and all health & safety and security requirements that may apply.

3. Price

- 3.1. The price for the service(s) is the price stated in the Commissioning Letter and, unless otherwise agreed in writing, will:
 - 3.1.1. include all relevant charges such as, for example, carriage and packing, insurance and delivery to the delivery point and any duties, levies or taxes added (including Value Added Tax) and
 - 3.1.2. be fixed for the duration of the Contract.
- 3.2. The Consultant may not increase the price or make additional charges without LSIS's prior written approval.

4. Payment

- 4.1. The Consultant may invoice LSIS for the service(s) provided on, or at any time after the LSIS has confirmed that the Contract has been satisfactorily completed in accordance with **Condition 4.5** unless otherwise stated. For larger Contracts (and if agreed in advance by LSIS) monthly invoices may be submitted. Each invoice must be a proper VAT invoice and:
 - 4.1.1. quote the Purchase Order number and the Commissioning Letter Reference number
 - 4.1.2. identify the period and describe the service(s) delivered, for which payment is claimed
 - 4.1.3. show the charging rates and other details requested by LSIS
 - 4.1.4. be accompanied by any other information that LSIS may reasonably require
 - 4.1.5. be marked for the attention of the Finance Department and sent to LSIS, Friars House, Manor House Drive, Coventry, CV1 2TE.
- 4.2. LSIS will not be obliged to pay any invoice that fails to contain this information. Otherwise LSIS will pay a valid correct invoice within **30** days of receipt.
- 4.3. If any sum under the Contract is not paid when due, that sum may incur interest from the due date until payment is made in full, both before and after any judgement, at **2%** per annum over the Bank of England base rate. The Consultant will agree that this is a substantial and sole remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998. The Consultant will not be entitled to suspend deliveries or performance of the service(s) as a result of any sums outstanding.
- 4.4. LSIS will be entitled (but not obliged) at any time to set off any liability that the Consultant has to LSIS against any liability that LSIS may have to the Consultant (in either case however arising). LSIS will also be entitled to exercise any of LSIS's other rights and remedies if LSIS so chooses.
- 4.5. LSIS will have a reasonable period of grace, at LSIS's own discretion, to evaluate the service(s) following delivery before they can be regarded as satisfactorily completed and accepted by LSIS.

5. Instalments

- 5.1. Unless LSIS have agreed this arrangement in writing, the Consultant may not perform the service(s) in stages. If LSIS has agreed the arrangement, each

stage will be construed as a separate Contract for each instalment, and LSIS will be entitled (but not obliged) to:

- 5.1.1. treat all the Contracts for the total order as terminated if the Consultant fails to deliver or perform any instalment or stage and
- 5.1.2. reject any or all of the Contract instalments for the total order if LSIS is entitled to reject any one instalment.

6. Delivery

- 6.1. The Consultant will deliver the service(s) to an agreed location as stated in the Contract.
- 6.2. The Consultant will use reasonable endeavours to perform the service(s) on the dates or within the timescales as stated in the Contract. If no dates or timescales are stated in the Contract, then within the timescales that LSIS reasonably require. LSIS will be entitled to terminate the Contract the Consultant does not perform the service(s) in accordance with the provisions of **Condition 10.1.1**. LSIS will also be entitled to exercise any of its other rights and remedies if it so choose.
- 6.3. If the service(s) are supplied earlier than the date agreed they may not be accepted or paid for by LSIS.

7. LSIS Property

- 7.1. All materials, equipment, tools etc supplied by LSIS to the Consultant will at all times:
 - 7.1.1. remain the property of LSIS
 - 7.1.2. be stored in the Consultant's safe custody at the Consultants own risk
 - 7.1.3. be maintained and kept in good condition by the Consultant until returned to LSIS
 - 7.1.4. not be disposed of other than in accordance with LSIS written instructions and
 - 7.1.5. only be used by the Consultant in accordance with LSIS instructions.
- 7.2. The Consultant shall be responsible for insuring any such property that it takes away from LSIS's premises with a reasonably reputable insurer up to the replacement value of that property.

8. Intellectual Property

- 8.1. The Consultant acknowledges that some Intellectual Property Rights are licensed to LSIS by third party licensors. LSIS Background Rights will remain in the ownership of LSIS or where appropriate, the third party licensor. Use of LSIS Rights will be for the benefit of LSIS or, where appropriate the relevant third party licensor.

LSIS Intellectual Property Rights

- 8.2. All Foreground Rights are to be owned by LSIS. The Consultant therefore:
- 8.2.1. assigns to LSIS - the ownership of all Foreground Rights created for LSIS during the Contract.
 - 8.2.2. assigns by way of future assignment to LSIS - the ownership of all Foreground Rights which are created at any time during the Contract period.
- 8.3. Assignment of Foreground Rights is made with full title guarantee. The Consultant warrants that all moral or authorship rights which come into existence during this Contract period pertaining to Foreground Rights shall be waived irrevocably and unconditionally. The Consultant additionally confirms and warrants that Foreground Rights are owned by the Consultant (prior to their assignment to LSIS) and that their use will not infringe or otherwise conflict with any Intellectual Property Rights owned by third parties.
- 8.4. The Consultant will forthwith, at LSIS's reasonable cost, execute any documents and undertake any acts that may be necessary to transfer ownership of the Foreground Rights to LSIS including without limitation granting LSIS the right to take action in respect of infringements of those rights by third parties.
- 8.5. The Consultant authorises and hereby licenses LSIS in perpetuity to use and modify the Consultant's Background Rights so that LSIS may make full use of the Foreground Rights for the purposes set out in the Contract Specification. If the LSIS wish to use the Consultant Background Rights for any other purpose, they shall be required to obtain the Consultant's prior written consent, such consent not to be unreasonably withheld. The Consultant additionally confirms and warrants that the Consultant's Background Rights are owned by the Consultant and that any use (prior to any modification that may be made to them by the LSIS) will not infringe or otherwise conflict with any Intellectual Property Rights owned by third parties.
- 8.6. LSIS authorises the Consultant to use LSIS Rights, but only to the extent necessary to carry out the Consultant's obligations under and for the duration of the Contract. The Consultant may not alter or permit the alteration of LSIS

- Rights nor hide or deface any proprietary notices appearing in connection with them.
- 8.7. The Consultant will not do nor allow to be done anything which would or might:
- 8.7.1. delay or prevent any application for or registration of LSIS Rights
 - 8.7.2. allow the removal from a public register or amendment of any application for or registration of LSIS Rights
 - 8.7.3. prejudice the value and integrity of LSIS Rights or
 - 8.7.4. prevent LSIS's ownership of and right to use the LSIS Rights.
- 8.8. The Consultant will, when using LSIS Rights, follow all directions given by LSIS at any time.
- 8.9. The Consultant will use LSIS Rights as defined, and will observe all reasonable directions given by LSIS as to colour, size and the manner and disposition thereof for any materials in connection with the service(s). LSIS Marketing Protocols and Guidelines are included in the Annex section of this Framework Agreement.
- 8.10. The Consultant may not:
- 8.10.1. 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 of the LSIS Rights, or unfairly competes with any of LSIS Trade Marks or
 - 8.10.2. apply anywhere in the world to register any trademarks or designs identical to or so nearly resembling any LSIS Rights or in a way as to be likely to deceive or cause confusion.
- 8.11. The Consultant acknowledges that any use of LSIS Rights is a reflection on the reputation of LSIS and accordingly, the Consultant will agree not do anything which brings LSIS reputation into disrepute or which is calculated or is reasonably likely to bring LSIS reputation into disrepute.

The Consultant's Intellectual Property Rights

- 8.12. LSIS acknowledges that the Consultant's Background Intellectual Property Rights shall remain in the ownership of the Consultant absolutely and LSIS shall not acquire any ownership in these rights.

- 8.13. LSIS shall use its reasonable endeavours not use the Consultant's Background Rights for any reason unconnected with this agreement without first obtaining the written approval from the Consultant.
- 8.14. LSIS acknowledge that any use of the Consultant's Background Rights by LSIS is a reflection on the Consultant and the Consultant's reputation and accordingly, agree that LSIS will not do anything which brings the Consultant's reputation into disrepute or which is calculated or is reasonably likely to bring the Consultant's reputation into disrepute.

9. Warranty, Indemnity and Cancellation

- 9.1. The Consultant warrants, represents and undertakes to LSIS that the service(s):
- 9.1.1. will be provided with reasonable care and skill and within a reasonable time and for no more than a reasonable charge and that the service(s) will be provided in accordance with all applicable legislation and LSIS's rights under the Framework Agreement are in addition to the statutory terms implied in favour of a customer by the Supply of Goods and Services Act 1982 and any other statute
 - 9.1.2. will be free from defects in design, material and workmanship
 - 9.1.3. will comply in every respect with any specification, drawings, samples or descriptions provided by LSIS
 - 9.1.4. will comply with all statutory requirements, and regulations and voluntary codes of conduct (notified to the Consultant) relating to the service(s) and their sale and supply and performance
 - 9.1.5. will be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with the Contract and
 - 9.1.6. will be performed to such standards of quality generally observed in the industry for similar services.
- 9.2. If the Consultant breaches any terms of the Contract for example, a failure or delay in delivery) or LSIS terminates the Contract in accordance with **Condition 10.1**, then regardless of whether or not the service have been accepted, LSIS may:
- 9.2.1. cancel any or all remaining instalments or stages if the Contract has not already been terminated
 - 9.2.2. refuse to accept any subsequent performance of the services which the Consultant may attempt to make

- 9.2.3. recover from the Consultant any additional expenditure reasonably incurred by LSIS in obtaining service(s) in substitution from another supplier
- 9.2.4. claim damages for any additional direct costs, loss or expenses (excluding loss of profit) incurred by LSIS which are in any way attributable to the Consultant, breach of the Contract, or failure to perform the services on the due date or at all; and/or
- 9.2.5. for a minimum period of **1** month following the expiry of the Contract, in respect of services which do not conform with the provisions of **Condition 10.1**, the Consultant will be obliged at LSIS's option, forthwith to re-perform service(s) free of charge
- 9.2.6. LSIS will also be entitled to exercise any of LSIS's other rights and remedies if LSIS so choose.
- 9.3. Subject to **Conditions 9.4 and 9.5**, the Consultant will be liable to LSIS for all costs (including the cost of enforcement), expenses, liabilities (including any tax liability) injuries, damages, claims, demands, proceedings or legal costs and judgements which LSIS incur or suffer as a consequence of a direct breach or negligent performance by the Consultant or failure or delay in performance of the terms of the Contract.
- 9.4. The Consultant's total liability in respect of any and all claims (whether in contract, negligence or otherwise) under or in connection with the Contract will not exceed **125%** of the fees (excluding taxes) paid by LSIS to the Consultant under this Contract.
- 9.5. The Consultant will not be liable, whether in contract, negligence or otherwise, for (i) loss of profits or of contracts, loss of goodwill or anticipated savings, loss of or corruption to data, loss of revenues, or wasted management or staff time and (ii) any indirect, special or consequential loss, damage, cost or expense of any kind.
- 9.6. Nothing in this Framework Agreement limits either party's liability for (i) death or personal injury caused by the negligence of that party; (ii) any fraudulent pre-contractual misrepresentations on which the other party can be shown to have relied; or (iii) any other liability which cannot by law be excluded or limited.
- 9.7. The Consultant will maintain Professional Indemnity Insurance appropriate to cover his/her liabilities under this Framework Agreement, to a minimum level of £1,000,000 (one million pounds). This type of liability cover provides protection for negligent advice or a service provided by the Consultant, and is designed to safeguard against claims made by clients for any resulting financial loss or damage to their reputation.

- 9.7.1. At the request of LSIS, the Consultant will provide LSIS with a verification letter of its insurance arrangements.
- 9.7.2. The Consultant shall do everything necessary to maintain any such policy or policies in full effect and not do, allow to be done, or fail to do any act or thing whereby such policy or policies may be invalidated, or result in the payment of the proceeds if any such policy being restricted or otherwise reduced below payment in full. Failure to comply with the obligations under **Condition 9.8** will amount to a breach pursuant to **Condition 10.1.1**.
- 9.8. The Consultant will be responsible for the conduct of the Consultant's own tax affairs and those of the Consultant's Representative(s), including all aspects of accounting for and the payment of any VAT, Income Tax, National Insurance Contributions and Corporation Tax relevant to this Framework Agreement.
- 9.9. The provisions of this **Condition 9** shall survive any performance, acceptance or payment pursuant to these terms or any Contract awarded via the Framework Agreement, and shall extend to any substituted or remedial service(s) provided by the Consultant.
- 9.10. Except as expressly stated in the Framework Agreement, all warranties and conditions, whether expressed or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

10. Termination

- 10.1. LSIS may terminate the Contract or Framework Agreement immediately by written notice if the Consultant:
- 10.1.1. is in continuing or material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Consultant fails to remedy the breach within **20** working days of a written notice from LSIS. Failure to deliver/perform any service(s) within the **20** working days notice period on the due date in accordance with **Condition 6.2** is a material breach of the terms of the Contract which is not capable of remedy;
- 10.1.2. becomes bankrupt, insolvent, make any composition with the Consultant's creditors, have a receiver appointed under the Mental Health Act 1983 or die
- 10.1.3. summons a meeting of the Consultant's creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay the Consultant's debts within the meaning of section 123

Insolvency Act 1986, have a receiver, manager or administrative receiver appointed over any of the Consultant's assets, undertakings or income, have passed a resolution for the Consultant's winding-up, are subject to a petition presented to any Court for winding-up the Consultant, have a provisional liquidator appointed, have a proposal made for a scheme of arrangement under section 425 Companies Act 1985, have an administrator appointed in respect of the Consultant or are the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person or is the subject of a notice to strike off the register at Companies House

- 10.1.4. have any distraint, execution or other process levied or enforced on any of the Consultant's property
 - 10.1.5. cease to trade or appear in the reasonable opinion of LSIS, likely or threatening to cease to trade within **60** days
 - 10.1.6. have a change in the Consultant's management and/or control as defined by section 840 Income and Corporation Taxes Act 1988
 - 10.1.7. have the equivalent of any of the above occur to the Consultant in another jurisdiction to which the Consultant is subject or
 - 10.1.8. give or have agreed to give any LSIS employees a gift or payment as an inducement to or reward for entering into this Framework Agreement or commit an offence under the Prevention of Corruption Acts 1889 to 1916 in relation to this Framework Agreement
 - 10.1.9. or that one of the above set of circumstances is about to occur in the reasonable opinion of LSIS.
- 10.2. The termination of the Contract or Framework Agreement will have no impact upon the rights, duties and liabilities that either party enjoyed prior to termination and **Conditions 4, 8, 9, 10 and 12** will continue to apply and be enforceable after termination.
- 10.3. No Fault Termination:
- 10.3.1. if the Contract or Framework Agreement is terminated for any reason other than an Event of Default, then **Condition 10.3** will apply, without prejudice to any other right or remedy of either Party under this Framework Agreement.
 - 10.3.2. The LSIS may terminate the Contract or Framework Agreement under **Condition 10.3** at any time giving **1** month's written notice (a Termination Notice)

- 10.3.3. In that event, LSIS will pay the Consultant such part of the charges as may be then payable, and subject to **Condition 3**, will reimburse the Consultant for any costs reasonably incurred in the normal course of providing service(s), as at the termination date
- 10.3.4. The Consultant shall make all reasonable efforts to mitigate the cost to LSIS of termination under **Condition 10.3**, and shall fully co-operate in any transfer of responsibility for provision of service(s) to another person as the LSIS may reasonably require
- 10.3.5. The Consultant shall within **1** month after the termination date, submit an invoice in accordance with **Condition 4** for payment and/or reimbursement of any sum due under **Condition 10.3**.

10.4. Consequences of Termination:

- 10.4.1. On termination of this Framework Agreement or Contract howsoever caused:
 - 10.4.1.1. authorisation to gain access to any of LSIS premises will automatically cease for the Consultant and/or the Consultant's representative (where applicable). The Consultant shall remove his equipment, if any, from the premises forthwith
 - 10.4.1.2. within **5** working days after the termination date, the Consultant shall return to LSIS all copies of any materials supplied by LSIS to the Consultant and/or the Consultant's Representative(s) (where applicable) unless notified in writing to the contrary by LSIS and
 - 10.4.1.3. termination of this Framework Agreement, shall not affect the rights of either Party under this Framework Agreement which may have accrued up to the termination date or in respect of any obligation in this Framework Agreement expressly or implied having effect after expiry or termination of this Framework Agreement.
- 10.4.2. termination of this Framework Agreement, howsoever caused, will have no effect on LSIS ownership rights in the services.
- 10.4.3. subject to **Condition 9**, If LSIS terminate this Framework Agreement pursuant to **Condition 10 (sub-Conditions 10.1 to 10.2)**, the Consultant shall be liable to LSIS in respect of all direct costs, expenses or losses incurred or suffered by LSIS resulting from, or arising out of or in anyway in connection with, such termination.
- 10.4.4. the Consultant and/or the Consultant's representative will conclude appropriate arrangements with any sub-contractors to ensure the availability to LSIS on fair and reasonable terms and conditions, including price of support for any change to LSIS requirements after termination of

the Framework Agreement or Contract, to the extent that the Consultant is able to procure this using their reasonable endeavours, to provide such support.

- 10.5. Within **10** working days of the date of expiry or termination of this Contract, the Consultant shall return to LSIS any data and Confidential Information belonging to the LSIS in the Consultant's possession, power or control, either in its then current format or in a format nominated by the LSIS (in which event the LSIS will reimburse the Consultant's reasonable data conversion expenses). Except for retaining **1** copy for regulatory compliance (if applicable), the Consultant shall then delete this data and Confidential Information from its own systems and records.

11. Events Beyond Reasonable Control

- 11.1. Neither LSIS, nor the Consultant will be in breach of the Contract or otherwise liable for any failure or delay in performing our respective obligations under the Contract due to Events provided that the obligations set out in **Condition 11.2** are complied with.
- 11.2. If performance by either party of respective obligations under the Contract is affected by an Event:
- 11.2.1. the affected party will give written notice to the other party detailing the Event, as soon as reasonably practicable after becoming aware of it and will make all reasonable efforts to bring the Event to an end;
 - 11.2.2. subject to the provisions of **Condition 10.3**, the date for performance of such obligation will be suspended only for the period of the Event and
 - 11.2.3. If the Event continues for more than 3 months, either party may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than **15** days after the date on which the notice is given.

12. Confidentiality

- 12.1. Each party shall keep confidential all information relating to the provisions of this Framework Agreement and associated Contracts and to the business affairs of the other party whether such information is received orally or in writing or by any other means and shall not without the prior written consent of the other party disclose such information to any third party except as may be required by applicable law or regulation or by the rules or requirements of any stock exchange or relevant regulatory authority. The Parties may only disclose confidential information received under this Framework Agreement to their representatives who need to have access to it. Both Parties shall ensure that their respective representatives including any employees are aware of and agree to be bound by the provisions of this Condition.

- 12.2. The obligations set out above (in **Condition 12.1**) will not apply to any information which:
- 12.2.1. is independently developed by it without access to or use of the disclosing party's Confidential Information; or
 - 12.2.2. is publicly available or becomes publicly available so long as that has not been caused by the Consultant's act or omission; or
 - 12.2.3. is acquired by it from a third party which was not, to the recipient's knowledge, under an obligation to the disclosing party not to disclose such information or
 - 12.2.4. the recipient is required to disclose to its auditor's, legal advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the confidential information in connection with the business of the recipient or
 - 12.2.5. the recipient is required to disclose to sub-contractors of the recipient engaged to provide the services or
 - 12.2.6. the Consultant is required to disclose by order of a court or regulatory body of competent jurisdiction.

13. Equality and Diversity

- 13.1. LSIS has statutory duties to promote equality of opportunity and eliminate unlawful discrimination. We have specific duties in regard to Race, Disability and Gender equality, to assess the impact of our programmes. We must also meet the requirements of the Employment Equality regulations covering Age, Religion or Belief and Sexual Orientation and the Sex Discrimination (Gender Reassignment) Regulations. The Consultant is required to take account of these duties when performing the service(s). See Annex H
- 13.2. LSIS may request the Consultant to undertake specific data collection (relating to the Service) to be used for LSIS's own Equality Impact Assessment activity or for other monitoring of how LSIS is fulfilling its statutory duties. Such requests would be subject to the standard Change Control procedure. Upon agreeing to the request, the Consultant will seek to capture data (using appropriate classifications to be agreed with LSIS) relating to the profile of participants in the Service (e.g. Practitioners engaged within the Programme or respondents to the research) or to other relevant measures such as user feedback.

14. General

- 14.1. The Consultant will comply with all applicable Laws, regulations, policies and practices (as notified to the Consultant) in the provision of the services under this agreement including, for example, the Data Protection Act 1998.
- 14.2. LSIS must make all reasonable efforts to perform LSIS obligations in accordance with the timescales. Failure to do so, however, will not entitle the Consultant to terminate the Contract.
- 14.3. If any part of the Contract is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will be removed from the Commissioning Letter and/or Framework Agreement and will be ineffective.
- 14.4. Any failure or delay by either party to exercise any right, power or remedy will not prevent the other party from relying on that right, power or remedy at a later date.
- 14.5. LSIS may assign or sub-contract all or any part of LSIS rights or obligations under the Framework Agreement.
- 14.6. The Contract is personal to the Consultant and the Consultant may not assign or sub-contract all or any of the Consultant's rights or obligations without LSIS prior written consent.
- 14.7. The parties to the Contract do not intend that any of its terms will be enforceable by any person not a party to it.
- 14.8. Nothing in these terms is intended to or shall operate to create a partnership between the parties or to authorise either party to act as 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 the making of any representation or warranty, the assumption of any obligation or liability and the exercise of a new right or power).
- 14.9. In the event of any conflict between these terms and the terms of any other Contract or Framework Agreement, these terms shall be deemed to apply.
- 14.10. The Consultant (and/or its authorised agent/representative) shall provide access at all reasonable times to LSIS, or other duly authorised staff or agents:
 - 14.10.1. to inspect, copy or produce extracts from such documents that LSIS considers necessary in connection with this Framework Agreement. The provisions of this condition shall remain in effect for a minimum of 7 years following termination of the Contract or Framework Agreement
 - 14.10.2. to review the integrity, confidentiality and security of the LSIS data

14.10.3. to review the Consultant's compliance with the Data Protection Act 1998 and any other legislation applicable to the Services

14.10.4. to inspect the ICT environment.

14.11. The Consultant shall seek to ensure that the confidentiality, integrity and availability of its information are maintained by implementing best practice to minimise risk, e.g. BS7799.

14.12. The Consultant will comply with all applicable laws relating to aspects of information security; the most notable U.K. Acts are:

14.12.1. The Data Protection Act (1998)

14.12.2. Copyright, Designs and Patents Act (1988)

14.12.3. Computer Misuse Act (1990)

14.12.4. Regulation of Investigatory Powers Act (2000)

14.12.5. Human Rights Act (2000)

15. Communication

15.1. Any communication in connection with the Framework Agreement or Contract will be in writing and may be delivered by hand, first class post, a document exchange system, or facsimile, addressed to the recipient at its registered office or its address or facsimile number.

15.2. The Consultant will not disclose or enter into any communication with the Press, the Media or any agencies regarding LSIS business, but will refer all queries or requests for information to the LSIS Contract Manager.

16. Jurisdiction

16.1. The parties agree that English Law, as applied in England, will govern this Framework Agreement and the English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Framework Agreement.

17. Data Protection

17.1. The Consultant's attention is hereby drawn to the Data Protection Requirements. The LSIS and the Consultant shall observe their obligations under the Data Protection requirements.

17.2. Where the Consultant, pursuant to its obligations under this Framework Agreement, processes personal data on behalf of the LSIS, it shall:

- 17.2.1. process the personal data only in accordance with instructions from LSIS (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by LSIS to the Consultant during 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 Service(s) 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 Consultant personnel who have access to the personal data
- 17.2.5. obtain prior written consent from LSIS in order to transfer the personal data to any sub-contractors for the provision of the service(s)
- 17.2.6. ensure that any Consultant 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 Condition
- 17.2.7. ensure that none of the Consultant personnel publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by the LSIS
- 17.2.8. notify LSIS (within **5** Working Days) if it receives:
 - 17.2.8.1. a request from a data subject to have access to that person's personal data
 - 17.2.8.2. a complaint or request relating to the LSIS's obligations under the Data Protection requirements.
- 17.2.9. provide the LSIS with full cooperation and assistance in relation to any complaint or request made, including by:
 - 17.2.9.1. providing LSIS 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 requirements and in accordance with the LSIS's instructions

- 17.2.9.3. providing LSIS with any personal data it holds in relation to a data subject (within the timescales required by LSIS)
- 17.2.9.4. providing LSIS with any information requested by LSIS.
- 17.2.10. permit LSIS or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Consultant's data processing activities (and/or those of its Sub-Contractors) and comply with all reasonable requests or directions by LSIS to enable it to verify and/or procure that the Consultant is in full compliance with its obligations under this Framework Agreement;
- 17.2.11. provide a written description of the technical and organisational methods employed by the Consultant for processing personal data (within the timescales required by LSIS)
- 17.2.12. not process personal data outside the European Economic Area without the prior written consent of LSIS and, where LSIS consents to a transfer, to comply with:
 - 17.2.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any personal data that is transferred;
 - 17.2.12.2 any reasonable instructions notified to it by the LSIS.
- 17.3. The Consultant shall comply at all times with the Data Protection requirements and shall not perform its obligations under this Framework Agreement in such a way as to cause LSIS to breach any of its applicable obligations under the Data Protection requirements.
- 17.4. The LSIS may from time to time serve on the Consultant an information notice requiring the Consultant within such time and in such form as is specified in the information notice, to furnish to LSIS such information as LSIS may reasonably require relating to:
 - 17.4.1. compliance by the Consultant with the Consultant's obligations under this Framework Agreement in connection with the processing of personal data
 - 17.4.2. the rights of data subjects, including but not limited to subject access rights.

- 17.5. The Consultant will allow its data processing facilities, procedures and documentation to be submitted for scrutiny by LSIS or its auditors in order to ascertain compliance with the relevant laws of the United Kingdom and the terms of this Framework Agreement.
- 17.6. With respect to the parties' rights and obligations under this Framework Agreement, the parties acknowledge that, except where otherwise agreed, LSIS is the Data Controller and the Consultant is the Data Processor. Where the Consultant wishes to appoint a Sub-Contractor to assist it in providing the services and such assistance includes the processing of personal data on behalf of LSIS, then, relating to the appointment of Sub-Contractor, LSIS hereby grants to the Consultant a delegated authority to appoint on the LSIS's behalf such Sub-Contractor to process personal data provided that the Consultant shall notify LSIS in writing of such appointment and the identity and location of such Sub-Contractor. The Consultant warrants that such appointment shall be on substantially the same terms with respect to Data Protection requirements as are set out in this Framework Agreement, including the terms set out in **Condition 17.2**. Any Sub-Contractor appointed under the provisions of this Condition shall be regarded as a principal Sub-Contractor.
- 17.7. Any unauthorised processing, use or disclosure of personal data by the Consultant is strictly prohibited.
- 17.8. The Consultant shall be liable for and shall indemnify (and keep indemnified) LSIS against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor and client basis) and demands incurred by LSIS which arise directly or in connection with the Consultant's data processing activities under this Framework Agreement, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection requirements by the Consultant or its employees, servants, agents or Sub-Contractors.

18. Dispute Resolution

- 18.1. The parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of the Contract.
- 18.2. Any dispute not capable of resolution by the parties in accordance with **Condition 18.1** shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
- 18.3. Neither party may commence any court proceedings in relation to any dispute unless they have first attempted in good faith to settle it by mediation.

18.4. Where a dispute to be referred to mediation in accordance with the Contract raises issues which are substantially the same as or connected with a dispute under another contract entered into by the Consultant in connection with the LSIS Programme, including any sub-contract, the following provisions shall apply:

18.4.1. if a reference to mediation has already been made in the related dispute, the Consultant shall be entitled, by giving notice to LSIS, to require that the dispute is referred to the mediator already appointed in relation to the related dispute, unless he has a conflict of interest or is unwilling or unable to act as mediator in relation to the dispute

18.4.2. if the related dispute has not yet been referred to mediation, the Consultant shall be entitled, by giving notice to LSIS, to require that the mediator appointed under this Contract in connection with the dispute shall also be appointed as mediator for the related dispute, unless he has a conflict of interest or is unable or unwilling to act as mediator in relation to the related dispute.

19. LSIS Data

19.1. All confidential information including electronically stored information must be protected in a manner commensurate with its sensitivity, value and criticality. This includes protecting computing and communication systems containing that data accordingly. Safeguards regarding confidentiality and privacy of LSIS information apply equally at any consultant site and remote locations.

19.1.1. the Consultant shall not store, copy, disclose or use LSIS data except as necessary for the delivery of the Services, or as otherwise expressly authorised in writing by LSIS

19.1.2. to the extent that LSIS data is held and/or processed by the Consultant, the Consultant shall supply that data to LSIS (as requested by LSIS) in a mutually-agreed format

19.1.3. the Consultant shall take responsibility for preserving the integrity of LSIS data, and preventing the corruption or loss of that data

19.1.4. the Consultant shall ensure that any system on which the Consultant holds any LSIS data (including back-up data) is a secure system.

19.2. The Consultant shall be able to demonstrate the existence of a Security Plan.

19.3. The Consultant shall notify LSIS of any changes or proposed changes to the Security Plan, where the Consultant has reason to believe that LSIS data may be affected by the change.

- 19.4. The Consultant shall use the latest versions of anti-virus definition available (from an industry-accepted anti-virus software vendor) to check for and delete malicious software, from the ICT environment, that might reasonably affect LSIS data.
- 19.4.1. if malicious software is found, the parties shall co-operate to reduce its effect. If the malicious software causes loss/corruption of LSIS data and/or loss of operational efficiency, the parties shall assist each other to mitigate the risk and to restore the service(s) to their desired position
- 19.4.2. any cost arising out of the actions of the parties (in addressing a malicious software issue) shall be borne by the parties as follows:
- 19.4.2.1 by the Consultant, where the malicious software originates the Consultant software, third-party software or LSIS data (whilst the data was under the control of the Consultant) and
- 19.4.2.2 by the LSIS, where the malicious software originates from the LSIS software or the LSIS data (whilst the data was under the control of LSIS).
- 19.5. The Consultant shall be able to demonstrate the existence of a Disaster Recovery Plan, including the method(s) by which data would be recovered following a failure or disruption.
- 19.5.1. the plan must address both data loss and data integrity
- 19.5.2. the Consultant shall perform secure back-ups of all LSIS data, and ensure that up-to-date back-ups are stored off-site in accordance with the Disaster Recovery Plan.
- 19.6. If at any time the Consultant has reason to believe that LSIS Data has or may become corrupted, degraded or lost for any reason, then the Consultant shall notify LSIS immediately and inform LSIS of the proposed remedial action.
- 19.7. If LSIS data is corrupted, lost or sufficiently degraded as a result of the Consultant's default so as to be unusable, LSIS may:
- 19.7.1. require the Consultant (at the Consultant's expense) to restore or procure the restoration of the data and/or
- 19.7.2. itself restore or procure the restoration of the data, and shall be repaid by the Consultant any reasonable expenses incurred in doing so.
- 19.8. The Consultant shall be able to demonstrate that Standard Security Checks are carried out in respect of all consultant personnel engaged in the provision of

the service(s). This will apply to full-time employees, part-time employees, temporary staff, consultants and associates.

- 19.9. The Consultant confirms that its Standard Personnel Security Checks are equivalent to, and no less rigorous than, those contained within **Annex F**.

20. Definitions and Interpretations

- 20.1. LSIS has used headings in these Terms and Conditions for convenience only. They do not affect the meaning of these Terms and Conditions.

“ Business Day ”	Any day other than a Saturday or Sunday or a public or bank holiday in England
“ Confidential Information ”	All information in respect of either party’s business including, but not limited to, know-how or other matters connected with the Services, and information concerning LSIS relationships with actual or potential clients, customers or suppliers and LSIS needs and requirements and any other information which, if disclosed, may cause harm to LSIS.
“ Charge or Price ”	The agreed total price for the Commissioning Letter, to be paid by LSIS to the Consultant (subject to the satisfactory delivery of products/services). The Charges/Price will include VAT, where appropriate.
“ Commissioning Letter ” or “ Contract ”	The commissioning letter will contain details of the work specification, the associated performance measures and the price. These elements, combined with the framework agreement itself (containing the legal terms and conditions and the relevant annexes) will constitute the complete contract for that particular project. Any commissioning letter that LSIS enter into with the Consultant for the sale and the supply of the Service(s) formed in accordance with Condition 1 which references these Terms and Conditions or any purchase order for the Services with its individual purchase order number supplied by LSIS which references these Terms and Conditions.
“ Change Control Procedure ”	The procedure and associated template document as described in Section 4 , is headed ‘Change Control’ in Annex A .

“Consultant’s Representative”	Means the named individual(s) who will perform the duties stated in the attached schedules.
“Default”	Any breach of contract or default by the Consultant in the performance of its obligations under the Contract.
“Delivery Point”	The place where delivery of the Services is to take place under Condition 6.1 .
“Events Beyond Reasonable Control”/ ”Event”	Any reason that prevents either party from performing any or all of their obligations which arises from or is due to acts, events, omissions or accidents beyond their reasonable control including, but not limited to strikes, lockouts or other industrial disputes (not involving the Consultant work force), protest, act of God, war, national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood or storm, epidemic or default of suppliers or sub-contractors.
“Foreground Rights”	Intellectual Property Rights first created by the Consultant or on behalf of the Consultant, in connection with this Framework Agreement.
“Intellectual Property Rights”	Copyright, database rights, rights in designs, trademarks, inventions and other intellectual property rights (including the right to apply for the same and whether registered or not), existing anywhere in the world.
“LSIS Background Rights”	Intellectual Property Rights in programmes, materials and systems made available to the Consultant by LSIS or on LSIS behalf in connection with this Framework Agreement.
“LSIS Rights”	LSIS Foreground Rights and LSIS Background Rights.
“The Consultant”	The person(s), firm or company from whom LSIS order the service(s).
“The Consultant Background Rights”	Intellectual Property Rights created by the Consultant or on the Consultant behalf which existed prior to the Contract and used for the purposes of the Contract.

“Services”	Any service(s) which LSIS receive from the Consultant (including any part of them) under this Framework Agreement.
“Service Point”	The place at which the Service(s) are to be provided.
“Specification”	In relation to any Service(s), the technical descriptions of those Service(s) and how they will operate or documents detailing the requirements of the Service(s) and how these will be performed; all information of any description which relates to the maintenance and/or support of the Service(s), in each case attached to or referenced in the order.
“Terms and Conditions”	The legal terms and conditions of purchase set out in this document together with any special terms agreed in writing between LSIS.

Section 4: Contract Change Control

1. Contract Change Control Procedure

- 1.1 Any change to the Requirement / Specification shall be subject to LSIS's Change Contract Control Procedure and will be in full collaboration with the Consultant. Where unanimous agreement cannot be reached, LSIS's decisions will be final.
- 1.2 Both Consultant and LSIS may propose changes/adjustments to the contract. However the Contract Change Control Form (see **Annex A**) can only be drawn up and issued by LSIS.
- 1.3 If the change is agreed by both parties (such agreement not being unreasonably withheld) it shall be signed by an authorised representatives of LSIS and Consultant and shall constitute a change to this contract. If the change is not agreed, the reason for rejection shall be recorded on the form, and as agreed, either:
 - 1.3.1 it will be revised and resubmitted or
 - 1.3.2 there will be no further action.
- 1.4 Any work undertaken by the Consultant, its sub-contractors or agents which has not been agreed in accordance with the provisions of this Section shall be undertaken entirely at the expense and liability of the Consultant.

Annex A: Change Control Form

Original Contract Number:		Contract Manager:	
Original Purchase Order Number:			
Consultant(s):		Original Contract Value:	£
Original Contract Start Date:		Original Contract Expiry Date:	

Change Control Purchase Order Number:	
Title of Change Control:	
Originator of Change Control (tick as appropriate):	LSIS <input type="checkbox"/> Consultant <input type="checkbox"/>
Date:	
Reason for Change Control:	
Summary of Change Control (e.g. specification, finances, contract period):	
Date of Change Control Commencement:	
Date of Change Control Expiry:	
Total Value of Change Control:	£
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):	

Change Control Agreed	
Authorised to sign for and on behalf of the: <i>Learning and Skills Improvement Service</i>	Authorised to sign for and on behalf of the: <i>Consultant</i>
Signature:	Signature:
Name in CAPITALS:	Name in CAPITALS:
Position in Organisation:	Position in Organisation:
Date:	Date:

Please note that no works should be undertaken, and no invoices will be paid until both copies of the Contract Change Control form are signed, returned & counter-signed.

Annex B: LSIS Marketing Protocols and Guidelines

Revised: April 2011

1. Contractor guidance on the LSIS brand

- 1.1 LSIS expects all its Contractors and suppliers of goods and services to understand, respect and deliver LSIS's brand values, vision, and ways of working. These are set out in the brand guidelines which are available at www.excellencegateway.org.uk The LSIS communications team manages the brand and you can contact them on the email addresses below if you have any enquiries about branding or marketing in general as well as public/media relations.

2. The brand guidelines

Scope

- 2.1 The brand guidelines set out LSIS's brand values and the visual expression of the brand. They also provide templates for use in the design of all elements of LSIS-funded programmes. The use of Contractor and partner acknowledgements and jointly-branded documents are covered in the guidelines (EU funding logos will be permitted). LSIS reserves the final decision in regard to co-branding in order to streamline the process and achieve efficiencies and a cohesive look.

Designing materials produced under contract to LSIS

- 2.2 ALL products and materials (including emails, e-shots) produced under contract to LSIS MUST adhere to the brand guidelines and MUST use the design templates as well as the style guide which covers written communications. Contractors must not use their own branding (logo) on LSIS material as this gives a confusing picture to the end user as to the programme materials origin. The guidelines apply to almost every type of offline and online products; the templates enable Contractors to produce collateral such as:
- 2.2.1 Learning materials
 - 2.2.2 Newsletters (in both printed and electronic formats) and e-bulletins
 - 2.2.3 Brochures
 - 2.2.4 Leaflets
 - 2.2.5 Good practice guides
 - 2.2.6 Briefings
 - 2.2.7 Reports

- 2.2.8 Websites
- 2.2.9 Advertisements
- 2.2.10 Programme letterhead and stationery
- 2.2.11 CD-ROMs
- 2.2.12 DVDs
- 2.2.13 Packaging
- 2.2.14 Posters

Conference and exhibition materials

- 2.3 This list is not exhaustive but provides an indication of the extent of the use of LSIS's brand guidelines.
- 2.4 It should be noted however that at the time of going to press and until further notice, there is a restriction on the printing of promotional materials (in line with a wider freeze on government marketing and public relations activity). Contractors are required to consider alternatives to print such as, of course, online and e-marketing as well as below the line media activity.
- 2.5 Contact the communications team if you have any queries about the marketing restrictions.

Selection of images and accessibility criteria

- 2.6 LSIS seeks to influence equality and diversity practice in the further education system through championing good practice and through its commissioning and procurement activities.
- 2.7 Contractors choosing to include photographs in programme materials MUST make sure that the mix of photographs and images reflects LSIS's commitment to a diverse student and staff community in the sector.
- 2.8 All photography commissioned and used by the Contractor MUST be supplied to LSIS for inclusion in an image bank to be shared and used by other Contractors within the sector.
- 2.9 All copyright of commissioned photography, funded by LSIS programmes, will be vested with LSIS indefinitely.
- 2.10 Shared image bank photography can be downloaded from LSIS's designated website image repository. Prior permission to use photography may be required and sanctioned by LSIS's communications team.
- 2.11 Photographers working for LSIS and/or its Contractors must seek permission to reproduce the images for publicity purposes from subjects; a model release form is available from the communications team.

- 2.12 Photographers are also asked to caption their photographs with, at least, the names and organisations of the subjects.
- 2.13 All programme materials and websites MUST observe accessibility standards for people who are visually impaired. Adequate provision MUST be made for Braille and audio versions of materials if requested on an ad-hoc or regular basis by end-users and/or customers within the sector.

Queries on the application of the brand guidelines and design templates

- 2.14 Within LSIS, only the head of communications is authorised to sanction departures from or extensions to the brand guidelines. Any queries on the application of the guidelines or use of the templates should be addressed to head of communications in writing (see below).

Use of LSIS logo on Contractor marketing materials

- 2.15 Third parties and/or Contractors are not permitted to use LSIS's logo on any of their own company's marketing materials (i.e. non-LSIS funded marketing materials, such as business development and promotional materials).

Contractor PR and media relations

- 2.16 Contractors considering issuing a news release referring to their appointment or contract with LSIS MUST seek prior approval for the wording of releases from LSIS's head of communications or press officer. The initial Contractor appointment news release can be drafted by the Contractor but must be authorised by LSIS. One co-branded version of the release will appear on both the Contractor's and LSIS's website. Only one official version shall be circulated to the wider media. Thereafter, co-branded news releases are not permitted for any additional media projects (see contact details below).

Access to the brand guidelines and templates

- 2.17 Contractors, delivery partners and their design agents can access the brand guidelines and templates by downloading the complete guidelines from Excellence Gateway.

3. Sector-delivery and quality assurance

- 3.1 Much of LSIS's activity is sector-led, with delivery of programmes (or parts of programmes) organised by the sector and/or consortia of sector providers and other partners, Sector providers themselves (in addition to first tier Contractors) are often responsible for the production of materials for wider dissemination.
- 3.2 These are typically:
- 3.2.1 Tools to support sector delivery, event programmes, training materials and presentations. These will be developed by the Contractors and must follow LSIS's guidance and apply the LSIS brand. In these cases, Contractors will use their own quality

assurance procedures. Contractors may still want to consult the LSIS communications team about brand application but the team will only quality assure materials by exception

- 3.2.2 Promotional material such as invitation letters, flyers and e-bulletins will be developed by the Contractors. They will be quality assured by both the Contractors and the LSIS programme and communications teams until such time as responsibility for quality can be given over completely to the Contractors (at the discretion of LSIS).
 - 3.2.3 Resources such as toolkits, case studies, hints and tips and other materials, which have been created to disseminate effective practice developed by sector peers working together, will go through a full quality assurance cycle i.e. Contractor's own QA process > LSIS programme team > LSIS comms team.
 - 3.2.4 Research projects and practical guidance for specific activities (including outcomes from Research Development Fellows, Flexibility and Innovation Fund projects and communications resulting from specific LSIS grants) The Contractors will provide the full quality assurance service to the product developers. Products will be disseminated in the name of the sector provider, network group, grant recipient etc and will acknowledge they are sector-led, developed through a named LSIS programme and utilise the funded or supported by LSIS logo depending on the relationship.
- 3.3 Contractors may disseminate materials developed by the providers engaged in their programme. These products may be college or work-based learning providers' materials. Examples include marketing policy and staff guidance to improve customer relationships.
- 3.4 The Contractor involved in delivery will support providers in their activity and will be able to influence the quality of the materials produced. The materials will be disseminated as provider materials under the provider logo as appropriate and with a LSIS disclaimer appropriately placed. Care and sensitivity will be needed when writing the disclaimer; as a sector-led organisation, LSIS cannot use a disclaimer that disassociates it from core business. LSIS will agree this with Contractors as required. A table is attached below that may be useful on a day-to-day basis.

4. Contacts

- Sue Dakin, Marketing and PR Manager
Email: sue.dakin@lsis.org.uk
- Keren Kaur, communications co-ordinator
Email: keren.kaur@lsis.org.uk
- Rosie Evans, marketing and publications manager
Email: rosie.evans@lsis.org.uk

For press-related enquiries contact Sue Dakin.

Level of Resource	Examples of types of resources	Branding requirements	Process
1.	<p>a) Promotional materials, for example:</p> <ul style="list-style-type: none"> • flyers • invitation letters • e-bulletins <p>b) Tools to support day to day services, for example:</p> <ul style="list-style-type: none"> • event programmes • PowerPoint presentations • training materials • quality manual for lead providers <p>c) Additional resources to disseminate effective practice, for example:</p> <ul style="list-style-type: none"> • toolkits • case studies • hints and tips 	<p>LSIS branding required</p> <p>LSIS branding required</p> <p>LSIS branding required</p>	<ul style="list-style-type: none"> • Developed and quality assured by contractor; informed by LSIS branding and style guide (<i>link to EG to be added</i>) • Signed off by LSIS • Developed and quality assured by contractor; informed by LSIS brand and style guide • No need for LSIS sign off • Developed by sector peers working together; informed by LSIS brand and style guide • Quality assured by the contractor as above • Additional QA could be provided by critical review groups comprising sector experts (with guidance from LSIS) • Signed off by LSIS
2.	<p>Resources produced by sector partners/network groups, for example:</p> <ul style="list-style-type: none"> • action research reports • guidance for specific activities developed by network groups 	<p>LSIS acknowledged, but LSIS branding not required</p> <p>Products disseminated in the name of the sector provider, network group.</p> <p>Each product to acknowledge</p>	<ul style="list-style-type: none"> • Developed and quality assured, by the contractor, but informed by LSIS style guide • No need for LSIS sign off

		that it is has been developed through a named LSIS sector-led programme i.e. “This resource was produced by XYZ as part of the ABC programme funded by LSIS.”	
3.	<p>Existing, tried and tested resources that have been developed by providers, to be disseminated by providers engaged in the programme, for example:</p> <ul style="list-style-type: none"> • teaching and learning materials • marketing policies • staff guidance to improve customer relationships • materials adapted to support quality assurance, eg lesson observation forms 	<p>No LSIS branding required</p> <p>Provider logo may be used</p> <p>To include an LSIS disclaimer, eg “This programme is funded by LSIS and developed, and delivered XYZ and MNO. LSIS accepts no responsibility for the accuracy and quality of the contents of this material.”</p>	<ul style="list-style-type: none"> • Developed by providers. • No reference to LSIS style guide required • Quality assured by contractor and sector staff • No need for LSIS sign off

Annex C: Website Development and Content Authoring

Revised: August 2010

1. Introduction

- 1.1 LSIS is responsible for the management and development of the Excellence Gateway, the learning and skills sector's professional development portal. All online outputs relating to programmes are expected to be presented via the Excellence Gateway.
- 1.2 The LSIS web services team (web.services@lsls.org.uk) is responsible for the operations, development and quality assurance of the Excellence Gateway and other LSIS websites.
- 1.3 The aim is to ensure that any online content and services are developed to best meet the needs of users and to offer an engaging and valuable experience. The web services team is able to provide advice and guidance about designing effective content and will work with Contractors to achieve this.
- 1.4 Contractors may be involved in creating content for the Excellence Gateway and/or developing new applications which will ultimately require integration with the Excellence Gateway.
- 1.5 The creation of new websites independent of the Excellence Gateway will only be allowed in exceptional circumstances and this must be approved by the Head of Web and Information Services.
- 1.6 Where Contractors are required to produce content such as learning objects for upload to LSIS managed virtual learning environments (VLEs), specific requirements will be agreed through the contract award process. Content produced for VLEs will still be expected to comply with the content authoring requirements set out below and information about resources available on the VLE will need to be published on the relevant section of the Excellence Gateway.

2. Requirements for content authoring

- 2.1 Where Contractors are required to author and publish content online, the expectation will be that content will be published on the Excellence Gateway in accordance with the content authoring requirements set out below. Where in exceptional circumstances it is agreed by LSIS that content can be published on websites other than the Excellence Gateway, the same content authoring requirements must be applied.

- 2.2 Contractors must ensure:
- 2.2.1 That all authors have a solid understanding of good practice in usability, accessibility, data protection (where relevant) and information architecture;
 - 2.2.2 That content creation balances the subject expertise requirements of a programme with good practice in structuring and presenting information online;
 - 2.2.3 That robust quality control processes are in place that include review of usability and accessibility prior to any content being made live.
- 2.3 In addition, Contractors must ensure that the Excellence Gateway metadata schema is applied to all content including file uploads on the Excellence Gateway. The schema can be viewed via the [Resources section of the Excellence Gateway](#) which allows users to browse resources by taxonomy organised by learner journey, leadership and management, subject, resources type, provider type, source and region. Metadata is applied to new pages and resources via the Excellence Gateway's devolved content management system.
- 2.4 LSIS operates a devolved authoring approach for the Excellence Gateway. Content authors must attend content management system training provided by the LSIS web services team and must adhere to any content standards, style guidelines and other requirements set out by LSIS. Training can be arranged after contract award by contacting web.services@isis.org.uk
- 2.5 It is important to note that whilst the training provided will cover good practice in content authoring and use of the Excellence Gateway content management system, the training is not intended as a comprehensive course about all aspects of good practice. Attendees will be expected to already have reasonable knowledge and experience of content authoring. The web services team will also be available to help and advise on issues relating to the content management system, but not to provide general content authoring advice or to address content issues that fall within the Contractor's responsibilities.
- 2.6 The web services team must also be involved in the development of content and structure specifications carried out by Contractors. The web services team will advise on how to make the best use of the functionality available on the Excellence Gateway, and how content should be laid out and structured to ensure that any new sections created on the Excellence Gateway fit with and complement the site as a whole.
- 2.7 LSIS reserves the right to remove or restrict content authors' use of the content management system where there are serious or persistent issues with the quality of content produced by Contractors. It will be the Contractor's responsibility to ensure that any issues raised are rectified at no additional cost to LSIS.

- 2.8 LSIS is keen to see that the Excellence Gateway develops to meet users' needs. Where Contractors demonstrate high levels of understanding and skill, the web services team will aim to support the development of new and innovative approaches wherever possible. The fundamental aim is to provide high quality online content and services in ways which engage end users.

3. Development of online applications

- 3.1 Where contract requirements include the development of new online applications (such as interactive diagnostic tools) it will be expected that the final version will be hosted on the Excellence Gateway infrastructure or will be capable of seamless integration through other approaches.
- 3.2 Scoping discussions must include the web services team to ensure that:
- 3.2.1 Any technologies and hosting requirements are compatible with the Excellence Gateway infrastructure and that migration processes are considered from the outset;
 - 3.2.2 User registration and sign in processes (where applicable) can be integrated with the Excellence Gateway single sign on methodology;
 - 3.2.3 Usability and accessibility requirements are fully addressed throughout the design and development process;
 - 3.2.4 Data storage, transfer and management requirements are fully addressed.
- 3.3 Contractors must ensure that reasonable resources to support the migration of any applications, websites and related systems to Excellence Gateway infrastructure and/or integration with the Excellence Gateway single sign-on methodology is included in their resourcing plans and costings.
- 3.4 It is expected that Contractors will make technical documentation and source code (where relevant) available to LSIS and authorised Contractors when requested.

4. Domain management

- 4.1 Where a specific web address is required for a new Excellence Gateway section, website or online application, this must be discussed with and approved by the web services team. Contractors must not register new domains or create sub-domains without the approval of the web services team.
- 4.2 For new sections or sub-sites on the Excellence Gateway, LSIS can create shortcut addresses or sub-domains using the excellencegateway.org.uk domain (for example www.starawards.excellencegateway.org.uk/).
- 4.3 Where a new domain is proposed or an existing one is to be 'recycled', the rationale must be discussed with the web services team. This is essential as

Government policy is to reduce the number of publicly funded websites and domains related to public services. Where a new domain is approved, the registration process will be carried out by LSIS to ensure that the domain can be managed beyond a specific contract.

5. Branding

- 5.1 All content and applications will be expected to use branding and styles approved by LSIS. The specific branding requirements may differ depending on the outputs (for example an Excellence Gateway webpage linking to LSIS branded reports), but they are likely to fall in to one of the following three areas:
 - 5.1.1 Excellence Gateway branding and style – branding and style guidance will be provided following contract award.
 - 5.1.2 LSIS corporate branding and style (please refer to Annex B for specific guidance)
 - 5.1.3 Provider branding with acknowledgement of LSIS support (for example, for outputs from grant funded projects) – to be agreed with the contracting programme team.
- 5.2 LSIS branding guidelines are available from the [LSIS website](#).

Annex D: Programme Reporting and Evaluation

Revised: July 2010

1. Introduction

- 1.1. All potential Contractors will need to have the capacity to collect data and report it in a timely manner as follows:

2. Reach

- 2.1. The following information related to the number of participants in activities is required:
 - 2.1.1. Number of participant taking part in activities by activity strand cumulative figure since the start of the contract
- 2.2. Reach data to be reported to LSIS within a week of the end of each quarter.

3. Satisfaction

- 3.1. LSIS has a core set of satisfaction questions which must be used.
- 3.2. Satisfaction data to be collected from all events
- 3.3. Data to be collected and reported by activity strand (as for 'Reach' above).
- 3.4. Satisfaction data to be collected for resources and other activities (physical and virtual) where appropriate as agreed with the LSIS contract manager and/or specified in the contract.
- 3.5. Satisfaction data to be reported cumulatively for each quarter.
- 3.6. Number of potential returns for each event/activity to be recorded.
- 3.7. Activity to be monitored and any failure to meet the satisfaction target (90%) reported with mitigating action to the LSIS contract manager as soon as possible after collection of the data.
- 3.8. Cumulative satisfaction data to be reported to LSIS within a week of the end of each quarter.

4. Impact

- 4.1. Specific impact KPIs will be set for each programme. These should indicate overall effectiveness against programme objectives specified in the ITT.
- 4.2. Contractors will be required to supply data to support these KPIs as specified in the contract.

4.3. Suggested generic impact questions are set out below. Contractors will need to adapt these to suit the particular demands of the programme being delivered:

- 4.3.1. How useful did you find the activity/programme? On a 1-5 scale (where 1 is 'extremely useful' and 5 is 'not useful')
- 4.3.2. What do you personally intend to do differently as a result of the activity?
- 4.3.3. What do you intend to do differently within your organisation as a result of the activity?
- 4.3.4. What outputs and outcomes do you expect as a result of doing those things differently?
- 4.3.5. When do you expect to see those outputs and outcomes?
- 4.3.6. What else do you need from the programme to maximise impact on you and your organisation?
- 4.3.7. Can we come back to you to discuss the impact of this programme on you and your organisation? Y/N

5. Definitions

- 5.1. Reach = number of participants on an activity/programme and/or extent of sector penetration.
- 5.2. Participants = individuals or providers as determined by the nature of the contract and agreed with the contract manager.
- 5.3. Activity/strand = programme activity to be sub-divided into strands denoting the major foci of the programme. The number of strands to be determined and agreed with the LSIS contract manager.
- 5.4. Provider type = participants split by the following headings:
 - FE Colleges
 - HEI
 - SDI
 - PTP – WBL
 - Independent Specialist College
 - Prison

- Independent Training Provider
- Young Offender Institutions
- Probation Services
- School
- School Sixth Form
- Sixth Form College
- Voluntary Organisation
- Land Based Colleges
- Consortium
- Academies
- Job Centre plus
- ACL

- 5.5. Events/activities = participant attendance at workshops, conferences, seminars or interaction with programme delivery personnel such as bespoke consultancy or other support episodes which last more than half a day.
- 5.6. Impact = changes in the behaviour of individuals or organisations as a result of interaction with LSIS programmes and services.
- 5.7. KPIs = key measures of programme impact on individuals and/or the sector which are specific to each programme.

Annex E: LSIS CRM (Customer Relationship Management)

Revised: July 2010

1. Introduction

1.1 The LSIS CRM system is being developed using Microsoft Dynamics CRM 4. The main reasons for the development are:

- Have a clearer understanding of who clients are and their activities across the LSIS organisation and programmes
- Become responsive to developing and changing requirements
- Improve control and information delivery of Contractors
- Improve visibility and understanding of opportunities and improve programme targeting and uptake as a result
- Manage and protect LSIS information and retain ownership of data
- Support ongoing LSIS process improvement.

2. Future Developments

2.1 LSIS is developing a CRM Portal to provide access to the LSIS online booking system on CRM for Contractors and partners. This will mean the Contractor will be able to access registration information directly from the LSIS CRM Portal. This will ensure that programme data will be available to LSIS programme teams will be up to date. The portal is under development and will be available in October 2010.

3. CRM Required Fields

3.1 The following fields will be required from the data which you will need to supply in the short term. Information should be provided in format - Excel or CSV so that it can be uploaded to the LSIS CRM.

3.1.1 Organisations:

- Organisation Name
- Address including Postcode
- Region
- Main Phone
- Website

- Provider Type
- Provision Type

3.1.2 Contacts:

- Title
- First Name
- Last Name
- Job Title
- Primary Email
- Personal Phone

3.1.3 Project Services:

- Conference
- Consultancy
- Event
- Networking Events
- Publications
- Research and Evaluation
- Training
- Any other service

3.2 The table below gives the definitions of the fields that are used in the LSIS CRM and provide the context for the fields above.

3.3 There is a spreadsheet template available for the data please contact LSISCRM@isis.org.uk

3.4 Please contact LSISCRM@isis.org.uk if you have any questions or require further clarification.

Organisation Field Definition

Field Name	Level	Type	Value	Comments
General				
Organisation Type	Mandatory	Pick list	Education Provider Government Department Lobby Group Local Authority Other Agencies Supplier	Most of the organisations we deal with are categorised as Education providers.
Organisation Name	Mandatory	Text	The name of the organisation	If there are multiple sites for the organisation please indicate the site registering for the service.
Trading Name	None	Text	The trading name of the organisation. When the users enter the name of the organisation, the trading name is automatically set to the organisation name. The user can then change this if required.	
UKPRN	None	Text	When the organisation type is set to Education Provider or Local Authority this field is available for completion	Unique Identifier on the CRM - UKPRN is issued to providers by the UK Register of Learning Providers not the same as UKPIN.
Parent Organisation	None	Lookup to Organisation	Defines the hierarchical structure of organisations. Where there is one organisation with many departments or branches, the parent organisation will be used to link the different organisation records in the system.	
Contact Details				
Main Phone	None	Text	The main phone number of the organisation	

Field Name	Level	Type	Value	Comments
Other Phone	None	Text	A second phone number for the organisation	
Fax	None	Text	The fax number of the organisation	
Web Site	None	Website	The website URL of the organisation	
E-mail	None	Text	The general email address of the organisation	
Provision Type				What service is provided by the organisation – multiple selections can be made.
ACL/PCDL	None	Checkbox	A type of education provision	Adult Community Learning
FE	None	Checkbox	A type of education provider	FE College
HE	None	Checkbox	A type of education provider	Higher Education Institution
11 - 16 Provision	None	Checkbox	A type of education provider	Schools without sixth form
Offender Learning	None	Checkbox	A type of education provision	Offender Learning
14-19 Provision	None	Checkbox	A type of education provider	School Sixth Form and Sixth Form College
WBL	None	Checkbox	A type of education provider	Work Based Learner
LLD	None	Checkbox	A type of education provision	Land based colleges
E2E- FLT	None	Checkbox	A type of education provision	Entry to Employment
Pre-Employment Training	None	Checkbox	A type of education provider	Pre-employment training
Apprenticeships	None	Checkbox	A type of education provider	Provider offering Apprenticeship support
Other/unknown	None	Checkbox	A type of education provider	

Field Name	Level	Type	Value	Comments
Address				The CRM system has a Postal Address Finder (PAF) and fields are defined as follows. Please note the address number and street have been split.
Department/Division	None	Text	The department or division that the organisation record represents	
Address Number	None	Text	The number of the organisation address e.g. 7	
Building Name	None	Text	The name of the organisation building e.g. Wellington House	
Street 1	None	Text	The first street address of the organisation	
Street 2	None	Text	The second street address of the organisation	
Street 3	None	Text	The third street address of the organisation	
Town/City	None	Text	The town or city that the organisation is located in e.g. Coventry	
Locality	None	Text	The locality of the organisation	Not Mandatory as it is auto populated by the PAF software
Region	None	Pick list	East Midlands East of England London North East North West South East South West West Midlands Yorkshire and the Humber Scotland Wales	

Field Name	Level	Type	Value	Comments
			Northern Ireland	
County	None	Text	The county that the organisation is located in	
Post Code	Mandatory	Text	The postcode of the organisation location	

Contact Field Definition

Field Name	Level	Type	Value	Comments
General				
Title	Mandatory	Pick list	The title of the Contact. Mr Mrs Miss Ms Baron Dame Dr Lady Lord Major Professor Reverend Rt Hon. Sir Councillor	
First Name	Mandatory	Text	The first name of the contact	
Middle Name	None	Text	The middle name of the contact	
Last Name	Mandatory	Text	The last name of the contact	
Suffix	None	Text	The suffix of the contact e.g. MP	

Contact Methods – Privacy Options				We need the organisation to opt in to for information being held on LSIS CRM
Preferred	None	Pick list	Lists the preferred contact method of the contact. The options are: Any E-mail Phone Fax Mail	
E-mail	None	Radio	If set to Do Not Allow, all emails sent to the contact through CRM will fail	
Bulk E-mail	None	Radio	If set to Do Not Allow, all bulk emails sent to the contact will fail. Bulk emails consist of highlighting a number of contact records in the contact list view and selecting "Send Direct Email". This field does not impact emails sent using a Marketing Campaign at all.	
Phone	None	Radio	If set to Do Not Allow, phone call activities created against this contact will display an error stating "At least one recipient is marked as "Do Not Allow Phone"".	
Fax	None	Radio	If set to Do Not Allow, fax activities created against this contact will display the recipient in red to mark an error.	
Mail	None	Radio	If set to Do Not Allow, letter activities created against this contact will display an error stating "At least one recipient is marked as "Do Not Allow Mail"".	

Marketing Information				
Send Marketing Materials	None	Radio	If this field is set to No, all marketing activities created against the contact record will either fail (in the case of emails), or display an error (in the case of phone calls, faxes and letters).	Yes or No for direct marketing
Research/Evaluation	None	Radio	If the contact has elected not to take part in research and or evaluation activities this would be set to Do No Allow. By default, all contacts will be allowed unless otherwise specified.	Yes or NO if contact wants to take part in research and development.
Programme/ Project Service Field Definition				
Service Provided	None	Pick list	Conference Consultancy Event Research and Evaluation Publication /Resources Other services	Identify the service that has been offered to the organisation or individual. If using other - define the service being offered.
Service Date	None	Date	Start and end date of service	Dates when the service was offered.

Annex F: Standard Personnel Security Checks

Revised: August 2010

1. Introduction

- 1.1 The two Government Departments responsible for education (DfE and BIS) carry out Personnel Security verification checks on all new employees. LSIS is funded by these organisations and require that all of its Contractors and consultants requiring a similar level of access to LSIS assets undergo the same level of scrutiny. Assets, in this case, include premises, IT equipment and potentially sensitive data.
- 1.2 The verification process consists of 4 separate checks as follows:
 - 1.2.1 Identity
 - 1.2.2 Employment history
 - 1.2.3 Nationality and immigration status
 - 1.2.4 Unspent criminal records.

2. Identity

- 2.1 You should ensure that the identity of any relevant staff and sub-Contractor's staff has been verified and that the evidence can be provided to LSIS upon request.
- 2.2 The process for verifying an identify is to request the following information and to check the full name and signature, date of birth and full permanent address against qualifying documents:
 - 2.2.1 Name
 - 2.2.2 Date of birth
 - 2.2.3 Full permanent address
 - 2.2.4 NINO or other unique personal identifying number
 - 2.2.5 Employers' details for the past three years
 - 2.2.6 Qualifications and licenses
 - 2.2.7 Educational details and references (where appropriate)
 - 2.2.8 Permission to work in the UK (if appropriate)
- 2.3 Alternative arrangements can be made, including the use of commercial agencies, provided that the minimum requirements listed above are met.

3. Employment History

- 3.1 You should ensure that an individual's employment history has been verified and that the evidence can be provided to LSIS upon request.
- 3.2 You should verify the last **3** years' employment or academic history checking with previous employers, following up references (where required) or using a commercial CV checking service.
- 3.3 Ask for further references if:
 - 3.3.1 An employer's reference is not available. Get a second personal one from a person of standing in the candidate's community (e.g. a JP, medical practitioner, officer of the armed forces, teacher, lecturer, lawyer, bank manager, civil servant, etc.)
 - 3.3.2 The individual has been in education full time. Get a reference from their academic institution.
 - 3.3.3 The individual has served in the Armed Forces or Civil Service. Get a reference from their service or department.

4. Nationality and Immigration Status

- 4.1 An individual's nationality and immigration status must be verified in accordance with the current Asylum and Emigration Act to ensure that they have a right to remain and work in the UK. Evidence must be provided to LSIS upon request.

5. Unspent Criminal Record

- 5.1 You should ask individual's to make a self declaration of any unspent convictions.
- 5.2 Appropriate checks, where applicable, should be undertaken as per the current Rehabilitation of Offenders Act. This is especially important when the individual will have access to children or vulnerable adults.

Annex G: Charging for Services

New: July 2010

1. Introduction

- 1.1 For the academic year 2010/2011, LSIS will operate a charging policy for specific programme support packages. These programme support packages will be charged for through a 'subscription service' model, by which providers pay a flat rate 'contribution' to gain access to the full suite of activities and services available within the selected package. This will apply to all learning providers who receive support via this contract.
- 1.2 Virtual credit is made available to learning providers, via the 'LSIS Accounts' scheme. Providers can use their virtual credit to pay for their support package. Alternatively, learning providers can choose to pay for the support from their own 'real' funds, via an on-line payment system, facilitated centrally by LSIS in Coventry.

2. 'LSIS Accounts'

- 2.1 Learning providers throughout England funded by the Skills Funding Agency (SFA) directly or through a contractual arrangement with a lead SFA contract holder, have the option to activate an 'LSIS Account'. Department for Work and Pensions (DWP) and Young People's Learning Agency (YPLA) contract holders are also eligible for an LSIS Account, provided the particular LSIS support programme pertains to their provision. This scheme places an allocation of virtual credit at their disposal, with which to buy products and/or services from LSIS. The 'LSIS Account' business process, by which providers sign-up and spend the allocation in their accounts, is run by LSIS (from the Coventry office) and operates across a number of educational support programmes. Providers can use their virtual credit to pay for the support package(s) pertaining to this contract.
- 2.2 For initial set-up of their 'LSIS Account', providers should visit the LSIS website www.lsis.org.uk/services/lsisaccounts or contact the helpline via email enquiries@lsis.org.uk or telephone on 024 7662 7953 for further information.
- 2.3 Following activation, providers will receive a six digit **LSIS Account number** as confirmation from LSIS of an LSIS account. Providers will be eligible to spend against their accounts by quoting their unique LSIS Account number during enrolment on the subscription package.
- 2.4 Once an LSIS account is activated and an LSIS Account number has been issued, it is the responsibility of the provider to manage spend against their LSIS Account. LSIS does not take responsibility for how the provider chooses to use their allocation against LSIS services.
- 2.5 Details of 'next steps' and the process for enrolment and buying the subscription are listed in section 4 below.

- 2.6 It is the responsibility of the Contractor to facilitate this method of payment, by promoting the 'LSIS Account' offer to the provider, encouraging them to take-up the virtual credit opportunity and supplying the relevant LSIS contact details.

3. 'Real' Funds/cash purchases

- 3.1 Learning providers not wishing to use their 'LSIS Account' virtual credit to pay for the support package(s) pertaining to this contract can instead choose to use 'real' funds. In this instance, providers go straight to the enrolment stage and complete the enrolment form selecting to pay by credit/debit card instead of with their LSIS account.
- 3.2 The LSIS helpline team will then contact the provider, outlining next steps to make payment. Cash payments are taken over the phone, but providers will be requested in the confirmation email to phone in to LSIS, as LSIS is not permitted to call out to take payments. Payment can be made directly to LSIS, during normal working hours, via this help desk-assisted process.
- 3.3 More information is available in the FAQs at: www.lsis.org.uk/Services/LSISAccounts/Pages/LSIS-Accounts-FAQs.aspx or by calling the helpdesk on 024 76627 7953
- 3.4 Once payment has been taken, the provider will receive a transaction receipt with a unique transaction ID for their records.
- 3.5 Details on 'next steps' and the process for enrolment and buying the subscription are listed in section 4 below.
- 3.6 Please note that it is the responsibility of the Contractor to facilitate this method of payment, by introducing providers to the process involved and supplying the relevant LSIS contact details.

4. Buying the subscription - enrolment

- 4.1 Once a provider has their LSIS Account number and wishes to use their credit to pay for support, or has selected to make a 'real fund' card payment, they will need to enrol for the support package via online enrolment on the LSIS website www.lsis.org.uk. Links to the enrolment form for the support programme (under this contract) can be found on the relevant programme page in programmes and services section: www.lsis.org.uk/Services/ProgrammesServices/Pages/default.aspx
- 4.2 Providers will be asked to provide details of their chosen method of payment, either LSIS Account (with number) or a 'real funds' card payment. They will also be asked to provide, where applicable, the lead contact from the programme support team (Contractor). 'Organisation,' 'Contact details' and 'Region' are some of the other required fields within the enrolment process.
- 4.3 Enrolment forms will be received centrally by LSIS and forwarded to the relevant programme support lead (Contractor). It is the responsibility of the

Contractor to confirm enrolment with the provider and to take the support forward from this point onwards.

5. Contractor's Responsibility

- 5.1 All learning providers who access the support programme (under this contract) will be charged a standard price for the service. This charge is specified within the Financial Arrangements and Invoicing section of this contract. It is the responsibility of the Contractor to ensure that every provider receiving support has pre-paid for the service, either by using virtual credit from their 'LSIS Account', OR their own 'real' funds. Received enrolments will only be forwarded on to the Contractor from LSIS once payment, either from LSIS account or 'real funds,' has been received in full.
- 5.2 Please note, in all instances, the actual payment is made directly from the Provider to LSIS centrally at the Coventry office.

Annex H: Equality and Diversity

New: August 2010

1. Introduction

- 1.2. LSIS as a public sector organisation has duties under Race, Gender and Disability legislation to promote equality of opportunity, promote good relations between different groups and to address unfair/unlawful discrimination. Disability duties extend to taking steps in taking account of disabled people's disabilities even where that involves treating disabled people more favourably than others, promoting positive attitudes towards disabled people and encouraging active participation of disabled people in public life.
- 1.3. Our commitment to equality and diversity also extends to other protective characteristics as set out in the new Equality Act 2010
- 1.4. LSIS requires all Contractors working with us to demonstrate how they meet our high equality performance standards and how they ensure that equality and diversity is built into all aspects of their work.

2. Information required from Contractors

- 2.1 The following applies to Contractors working with LSIS in the delivery of all programme activities involving individual delegates including events, workshops, individual consultancy and coaching, conferences and training courses.
- 2.2 The information required is mandatory and it will support LSIS in assessing the impact of its activities on diverse providers, learners and staff within the further education system
- 2.3 Evidence through equality monitoring (using LSIS standard form ED2 which is available from your LSIS contract manager) of how Contractors target and reach a diverse group of people at all levels within organisations. Once collected the Contractor must collate and analyse the data at the end of each month in a format to be agreed with the LSIS programme head and this is submitted to by the Contractor along with other programme reports.
- 2.4 The data we collect via form ED2 is confidential and the information collected, does not include participant name/details. Delegates also have the option not to provide the information. However, we need to try as much as possible to encourage them to complete it as LSIS is committed to targeting and reaching a diverse provider, learner and staff group, as well as ensuring equal outcomes and opportunities for all. Form ED2 must ideally be completed at the commencement of any activity.
- 2.5 A detailed action plan must be discussed and agreed with the LSIS programme Head (by a mutually agreed date, but within two months of the

programme start date) setting out how the Contractor will meet equality duties, as set out in section 1 and the equality and diversity priorities as they described in the tender submission. Further actions may be agreed with the programme head if insufficient evidence was submitted in the original tender submission. The action plan will be monitored on a monthly basis via meetings with the LSIS project team.

- 2.6 In preparing programme evaluations, Contractors must also include evidence of how equality and diversity was addressed throughout the course of the programme, along with a description of improvements made, any evidence of impact, achievements reached and barriers and challenges experienced.
- 2.7 The evidence provided must include information of how equality and diversity was embedded into the programme design, content, promotions, learning materials and learning objectives. Evidence of impact can be gathered from follow ups, allowing participants to share with the Contractor information on how learning from the programme has applied in practice.

Annex I: LSIS Travel and Subsistence Policy for Consultants

Effective from October 2009

The aim of this policy is to set out the rates that may be claimed by consultants for expenses incurred in the delivery of LSIS services.

Travel

LSIS will pay up to the value of the second class standard return rail fare from the consultant's home to the location of the delivery, or for mileage at 25 pence per mile up to the value of the second class return rail fare.

Taxi fares from the station to or from the place of delivery or accommodation will be paid where public transport is not practicable.

Subsistence

Overnight hotel accommodation may be claimed as agreed with the LSIS Programme Director in advance.

- Up to £80 per night outside London
- Up to £150 per night within London

Where an overnight stay is necessary meals may be claimed at the following rates:

- Evening meal up to £25
- Breakfast - if not included in overnight accommodation - up to £7.50

Deviation from policy

Any deviation from the above policy, e.g. air travel if cheaper, needs to have the prior approval of the appropriate LSIS Director.

Responsibility

Responsibility for claiming the above expenses lies with the consultant and should be claimed with appropriate documentation together with receipts attached to the invoice.