

The National Occupational Standards Board

The 2003- 2004 Prospectus

A guide to tendering

Notes for Sector Bodies



Contents

	Page	
Introduction	3	
1. The National Occupational Standards Board	3	
2. The UK Co-ordinating Group	3	
Preparing the Annual Standards Plan	4	
1. Initial Steps	4	
2. Annual Standards Plan Template	4	
3. Project Proposal Form	5	
4. Checklist	7	
The Approvals and Contracting Process	8	
1. Submitting Standards Plans	8	
2. Approval of the Plans	8	
3. The Contract	9	
Management of the Contract	10	
1. Signing off Milestone	10	
2. Invoicing and payments	10	
3. Payment of final invoices	11	
4. QCA Audit Arrangements	11	
Approval of Annual Standards Plan Final Outcomes	12	
1. Approval of final Annual Standards Plan Outcomes	12	
Appendix A	Organisation eligible for funding	13
Appendix B	Application for Funding template	14-20
Appendix C	Milestone Project Report	21
Appendix D	Publications and Resources	22
Appendix E	Contact information for the Regulatory Bodies	23
Appendix F	Sample of QCA Contract	24-38

Introduction

This guide, *Funding Annual Standards Plans*, describes the approvals process for seeking funding and it is for use by sector bodies.

The sector body's Annual Standards Plan should describe the work relating to the development of national occupational standards and associated work for the sector. The Annual Standards Plan should be completed following the guidance within this document. The annual prospectus sets out the funding priorities for the year and the level of funding available for distribution across all sectors.

1. The National Occupational Standards Board (the board)

The board is responsible for determining policy on strategic issues relating to the Standards Programme and for providing advice and guidance to the Co-ordinating Group.

2. The UK Co-ordinating Group (the group)

The group will monitor the performance of sector bodies and provide advice and guidance to the QCA Stakeholder Network Teams and SQA Accreditation Advisers. It is responsible for receiving and approving sector bodies' Annual Standards Plans, approving national occupational standards and for producing and disseminating guidance relating to the Standards Programme. It will report to the board.

This guide includes information on:

- which organisations are eligible for funding;
- completing the Annual Standards Plan template;
- the approvals and contracting processes;
- how contracts will be monitored, how to make a claim and how the audit process works;
- the process for the approval of final outcomes.

Also included are:

- a template for the Annual Standards Plan;
- a template for milestone reports;
- a list of essential publications which sector bodies will need when developing national occupational standards and associated work;
- contact details for the Regulatory Bodies;
- a sample QCA contract.

Preparing the Annual Standards Plan

1. Initial Steps

QCA Stakeholder Network Teams and SQA Accreditation Advisers will provide advice and guidance to sector bodies on the Annual Standards Plan.

Sector bodies will need to follow key guidance documents to meet the quality criteria for national occupational standards and other products.¹

2. Annual Standards Plan Template

Funding will be allocated on the basis of an annual bidding process. All standards plans should be submitted using the template in appendix B.

Part One of the Annual Standards Plan template asks for:

- sector body contact details;
- historical background to and composition of, the sector;
- related sector areas/projects;
- links to workforce development and skills needs for your sector;
- evidence of UK wide support for the Annual Standards Plan (where applicable);
- letters from employers other than Board members of sector body from all four countries indicating that they will use the national occupational standards and supporting the need for the development (where applicable);
- the number of employees by whom the standards will be used;
- sets of standards currently used by the sector as an Appendix to the Annual Standards Plan submission;
- demonstrate how you will engage employers especially SMEs in the work to be completed.

Part Two (the Project Proposal Form) asks for information about each project for which the sector body is seeking funding. Sector bodies responsible for a number of sectors, should complete a separate project proposal form for each sector.

¹ list of publications – Appendix D

3. Project Proposal Form

Links with Funding Priorities and Total Costs

Decisions to fund will be made according to the resources available and meeting the criteria for assessing the bids highlighted in the prospectus. Sector bodies must, therefore, list the projects in order of priority. Space has been provided for three projects and sector bodies should insert extra rows for additional projects as required.

For each sector body project, give the project title, together with the funding priority that appears in the annual prospectus. Include costs for each project and indicate for how long funds will be required. Include a total in the final column showing the total funding required for all projects. Funding straddling more than one year will be ring fenced from the year the bid for the funds were approved.

Note that the Board's funding year runs from 1 November to 31 October 2004

Project Details

Section 2 of the Project Proposal Form asks for further details for each project for which funding is being requested. Again, space for three projects has been provided and sector bodies should insert extra boxes for additional projects as required.

Sector Body Project Manager - insert the name of the Project Manager for the Project

Rationale for, and overall outcome of, the Project – provide a clear rationale for the project and an overall outcome. Examples of an overall outcome are “National Occupational Standards for the Sector”. Annual standards plans must be able to demonstrate long-term benefits of the result of the work undertaken. This will include details on how the success of the national occupational standards will be measured and the impact evaluated.

Methodology, outcome(s), dates and costs for each Milestone – space has been provided for two milestones for each project and sector bodies should add extra milestones as required. You will need to outline the methodology you wish to undertake and set out a clear methodology for your activity. The methodology for each milestone will need to be broken down into one or more activities, including the rationale, the start and end dates and an outcome for each milestone. This information will be needed to assess value for money compared across the all standards plans submitted.

Project Costs ²– use the following **sub headings to provide total costs** for each milestone outcome:

Internal Costs and External Costs

- **Staff costs** – give the job title (e.g. project manager, administrator), the total number of days, the daily rate and the total cost for each member of staff.
- **Consultancy Costs** – provide the number of days, the daily rate and the cost for each milestone.
- **Conference & Meeting costs** – give the approximate date, venue, number of delegates and costs expected for each event.

² Refer to Clause 6 of the Contract for conditions related to project expenditure

- **Travel costs** – for each milestone, provide approximate costs for staff travelling costs and wherever possible, use standard class rail tickets for all journeys.
- **Other costs** – in the outcomes column, provide a clear rationale for any other expected internal and external costs and provide a total in the last column.

VAT - projects should be exempt from VAT. Sector bodies should check with HM Customs and Excise if they are in any doubt.

Use of External Consultants as Sub Contractors

Tender documents must be made available to QCA appointed Auditors upon request.

Details of support funding from the sector

If support funding is being provided by the Sector for any of the projects for which funding is being sought, include the name of the organisation(s) providing the funding and the amount of funding being provided. The authorised officer from the funding body will be required to countersign Part Two of the Project Proposal Form.

4. Checklist

Sector bodies may find the following checklist helpful in reviewing their application before submitting it for funding:

- 1. evidence that the annual standards plan contributes to workforce development and skills needs in the sector, is able to demonstrate UK wide coverage and provides details of the type of activity you wish to undertake and the methodology you will use;

- 2. evidence of what the standards plan will achieve explaining the main outputs of your annual standards plan and the long term impact of the annual plan;

- 3. a methodology that takes account of the published criteria for developing national occupational standards. (only applicable for NOS development);

- 4. evidence of how you intend to deliver and manage the annual standards plan to ensure that objectives are achieved;

- 5. If external consultants are being used, either a copy of the tender documents of the successful contractor, or detailed estimates of costs and daily rate to be charged.

The Approvals and Contracting Process

1. Submitting Annual Standards Plans

The sector body must have worked with QCA Stakeholder Network Teams and SQA accreditation advisers before the Annual Standards Plan is submitted.

All applications, two paper versions and one in electronic format (email, floppy disk or CD) of the annual standards plan should be sent to:

Programme Leader – Occupational Standards Delivery
Qualifications and Curriculum Authority
83 Piccadilly
London
W1J 8QA.

Electronic applications can be emailed to musanos@qca.org.uk.

No submissions will be considered after **12.00 noon on 17 October 2003**

Late, incomplete or unsigned annual standards plans will not be accepted.

Processing applications

- 17th October 2003 deadline for completed applications to be returned to central contact at QCA;
- application forms will be recorded on the database so we can track their progress;
- a confirmation receipt will be issued detailing your reference and contact persons;
- application forms will be assessed against the annual eligibility to claim funding;
- applicants will be notified of the decision as soon as possible.

2. Approval of the Plans

Following receipt of all Annual Standards Plans, these will be considered at a two day event, with contributions from QCA Stakeholder Network Teams and SQA Accreditation Advisers. After the assessment stage, proposals are forwarded to the Co-ordinating Group comprising colleagues from QCA, SQA, ACCAC, CCEA and SSDA. The Group will:

- jointly decide which projects can be funded, based on the availability of resources and within the priorities laid down in the annual prospectus;
- confirm the level of funding awarded to sector bodies.

3. The Contract

The standard contract will be issued within 20 working days of approval and will be a fixed price contract (a sample contract is attached at Appendix F for information). The contract will set out details of the sector body funding, performance reporting and review arrangements and action to be taken where performance falls below the requirements of the contract.

Management of the Contract

1. Signing off Milestones

The contractor is solely responsible for correct project performance and compliance with contractual undertakings.

Sector bodies must submit milestone report(s) for each project to **both** the QCA Sector Team and the SQA accreditation adviser for joint signature (refer to Appendix C for a milestone project report template)³. The QCA Sector Team and SQA Accreditation Adviser will notify sector bodies, via email, that the milestone(s) have been signed off and confirm that the invoice can be submitted for payment. Alternatively they will confirm what action needs to be taken in order to sign off the milestone(s). All milestones must be signed off before invoices for payment are sent. Refer to clause 6.2 of the sample contract (Appendix F) for information about signing off milestones attached to a final outcome.

Variations to milestones

All milestones for contracts must be achieved on time and to the quality expected at QCA and SQA. In the event that there is a delay in the completion of a milestone, the sector body must inform QCA Stakeholder Network Teams and SQA accreditation advisers ideally in writing two months before the deadline date for completion. The failure to meet milestones on time may result in the funds being withdrawn from the project and funds being reallocated.

2. Invoicing and Payments

³ Milestone Project report template – Appendix C Page 20

Following approval of the milestone(s), invoices should be sent to the Finance Section at QCA, and payment will be made within the timescales specified in the contract, provided that the sector body has followed the correct procedures.

All invoices will be paid on the basis of the costs listed in the Annual Standards Plan. All invoices must contain:

- sector body invoice number;
- sector body Address;
- QCA Contract Number;
- a description of the work for which funding is being claimed, using the wording of the original funding proposal. This will enable the invoice to be processed within the timescales;
- a statement that the sector body certifies that the amounts claimed were expended wholly and necessarily by the sector body on the project in accordance with the contract;
- a statement that the invoice does not include costs related to other sources of funding being claimed from any other body or individual.

3. Payment of final invoices

Payment of final invoices can only be made when all the contracted outcomes of the project have been satisfactorily achieved. In cases where the outcome of the project is a set of national occupational standards, then final payment will be made once the standards have been formally approved by the group. A letter of approval will confirm this. Following receipt of this letter the sector body must invoice for final payment within ten working days. Sector officers and accreditation advisers can agree all other payments.

4. QCA auditing arrangements

Clause 7 of the sample contract (Appendix F) provides detailed information about the Audit procedures. Sector bodies will need to ensure that rigorous financial and management systems and procedures are in place to ensure that they can meet the requirements of this process.

Approval of Annual Standards Plan Final Outcomes

1. Approval of Final Outcomes

Through its contractual arrangements with the National Occupational Standards Board and any subcontractors working on the standards, all sector bodies (licensed SSCs, SSC trailblazers, SSCs in development phase and other sector bodies) must agree to, and ensure that:

- the outcomes (national occupational standards, qualification structures and assessment strategies) must be available without charge for use by the awarding bodies and UK regulatory authorities in vocational qualifications accredited and approved by the regulatory authorities, or for use by higher education for qualifications in the Framework for Higher Education Qualifications;
- National occupational standards are available without charge for use by the SSDA to create a freely available database of national occupational standards linked to relevant qualifications databases of the UK regulatory authorities.

The group is responsible for considering and approving all national occupational standards, qualification structures and assessment strategies. Where the group approves in principle standards, qualification structures and assessment strategies, then the amended standards, qualification structures and assessment strategies can be signed off by QCA Stakeholder Network Teams and SQA accreditation advisers, once they are satisfied that the work has been completed.

When submitting outcomes for final approval, sector bodies should provide a CD, or email, or floppy disk to the Programme Leader – Occupational Standards Delivery at QCA, together with a covering letter confirming these are the full and final version, signed by the sector body project manager(s).

Evidence of the successful completion of a final milestone will be presented to the group for approval. QCA Stakeholder Network Teams and SQA accreditation advisers undertake to ensure that this is done at the earliest possible meeting. The outcome of this meeting will be communicated to the sector bodies in written form within 10 working days. Refer to Clause 6.3 of the draft contract attached at Appendix F.

Copies of the full and final version of any approved national occupational standards must be sent to each of the regulatory bodies within five weeks of receipt of the letter of confirmation. Copies may be submitted by CD-rom, email or floppy disk. A list of addresses for the regulatory bodies is included at Appendix E.

Organisations eligible for funding

Through its contractual arrangements, all sector bodies (licensed SSCs, SSC trailblazers, SSCs in the development phase and other sector bodies) must make:

- the outcomes (national occupational standards, qualification structures and assessment strategies) available without charge for use by awarding bodies and UK regulatory authorities in vocational qualifications accredited and approved by the regulatory authorities, or for use by higher education for qualifications in the Framework for Higher Education Qualifications;
- national occupational standards available without charge for use by the SEDA to create a freely available database of national occupational standards linked to relevant qualifications databases of the UK regulatory authorities.

We will contract with:

- Sector Skills Councils (licensed SSCs, SSC trailblazers and SSCs in the development phase).
- Sector bodies including but not exclusively, former national training organisations and formerly recognised standards setting bodies who can meet the following requirements concerning coverage, financial viability and probity, timely contract delivery and a commitment to continuing quality improvement.

Providing :

- 1) there is a demonstrable and effective UK-wide (England, Northern Ireland, Scotland and Wales) representation within the organisation;
- 2) there is clear and strong support for the organisation's project proposal from employers and employment interests with a robust process for consulting with employers including SMEs, in the sector or across sectors;
- 3) the organisation is engaged effectively with learning providers, where learning providers are key users of the products;
- 4) the organisation is financially viable and is not dependent on a single source of project income from the UK administrations, SEDA or standards programme;
- 5) the organisation can demonstrate successful management of existing contracts, including well drafted project proposals;
- 6) the organisation can demonstrate there is no conflict of interest between its proposed work on standards setting and other roles (e.g. awarding qualifications);
- 7) the organisation builds constructive working relationships with all relevant awarding bodies offering related qualifications;
- 8) the organisation can demonstrate its links with inspection agencies and funding bodies, where learning providers are key users of the system;
- 9) the organisation has an ongoing communications policy with employers that demonstrates how it will continue to meet employer and employment needs to review the quality of national occupational standards;
- 10) the organisation undertakes to demonstrate by means of an impact analysis the effect of its national occupational standards on qualifications and on work based employment activities.

**ANNUAL STANDARDS PLAN
APPLICATION FOR FUNDING**

PART ONE

1. Name of Sector Body

2. Contact Details:

Name of Manager submitting the Plan:

Address:

Telephone Number:

Fax:

Email:

3. Background to the Sector

Give a brief description of the sector which should include:

- *Historical background to the development of the sector*
- *Composition of the sector, number of employees across UK*
- *Other related sector areas/projects*
- *Links to workforce development and skills needs for your sector*

4. UK Wide Industry Support for the Annual Standards Plan

Information will need to include

- *Letters from employer other than Board members of sector body from all four countries indicating that they will use the national occupational standards and support the need for the development*
- *the number of employees who will use these standards;*
- *sets of standards currently used by the sector as an Appendix to this template*
- *demonstrate how you will engage employers, especially SMEs, in the work completed in the annual standards plan*

PART TWO: PROJECT PROPOSAL FORM

NAME OF SECTOR ⁴:

1. Links with Funding Priorities and Total Estimated Costs			
<i>(Refer to Sections 2.4 and 2.5 of this Guidance)</i>			
Project Title(s)	Funding Priority	Total Cost	
<i>Insert the name of each of the projects which require funding, in priority order (add in extra boxes for additional projects as required)</i>	<i>Provide the reference number and title of the funding priority as listed in the annual prospectus.</i>	<i>Insert the cost of each project for each financial year adding in further financial years as appropriate.</i>	
1.		October 200... to September 200..	£
		Etc August 200... to July 200..	£
2.		Etc August 200... to July 200..	£
		August 200... to July 200..	
3.		August 200... to July 200..	£
		August 200... to July 200..	£
Total funding requested			£

⁴ sector bodies responsible for a number of sectors should complete a separate project proposal form for each sector

2. PROJECT DETAILS

PROJECT 1: [insert project title]				
Sector Body Project Manager:				
Rationale for the Project:				
Overall outcome:				
Milestone 1:				
Methodology	Start/End dates	Outcome	Internal and External Cost details	Cost £
Milestone 2:				
Total Cost for Project 1				

PROJECT 2: [insert project title]

Sector Body Project Manager:

Rationale for the Project:

Overall outcome:

Milestone 1:				
Methodology	Start/End dates	Outcome	Internal and External Cost details	Cost £
Milestone 2:				
Total Cost for Project 2				

PROJECT 3: [insert project title]

Sector Body Project Manager:

Rationale for the Project:

Overall outcome:

Milestone 1:				
Methodology	Start/End dates	Outcome	Internal and External Cost details	Cost £
Milestone 2:				
Total Cost for Project 3				

3. Use of External Consultants as Sub Contractors

If using external consultant(s) please give the name of the consultant(s) and the organisation (refer to Section 2.7 of the Guidance)

4. Details of Support Funding from the Sector

Give the name of the body providing funding and details of the level and nature of the funding (refer to Section 2.8 of the Guidance)

Declaration:

I confirm that the information provided in the Annual Standards Plan is accurate and that funding for this Plan is not being claimed from any other source.

Signed:

Date:

Sector Body Project Manager

If Support Funding is being provided by the Sector, the signature of the authorised officer of the Funding Body will be required below:

Signed:

Job Title: Organisation

Date:

Appendix C

MILESTONE PROJECT REPORT

SECTOR BODY:	
SECTOR/SUB SECTOR:	
ANNUAL STANDARDS PLAN PROJECT NUMBER AND MILESTONE:	
SECTOR BODY PROJECT MANAGER:	
CONTRACT NUMBER:	CONTRACTED PERIOD:

1. **OUTCOMES AND EVIDENCE ATTACHED AS PER MILESTONE** YES NO
If no, please give details

2. **SUMMARY OF WORK COMPLETED AND ATTACHED** YES NO
If no, please give details

3. **ISSUES/PROBLEMS TO BE NOTED:**

4. **OTHER COMMENTS:**

SIGNED:

DATE:

Sector Body Project Manager

5. **QCA/SQA APPROVED:** YES NO

COMMENTS

6. **AUTHORISED TO RAISE INVOICE** YES NO

SIGNED:

SIGNED:

QCA (Name and Title)

SQA (Name and Title)

DATE:

DATE:

Publications and Resources

1. **QCA Publications**
 PO Box 99
 Sudbury, Suffolk, CO10 2SN
 Tel: 01787 884 4444
 Email: qca@prolog.uk.com

Title	Reference Number
Developing National Occupational Standards Series:	
<ul style="list-style-type: none"> Developing National Occupational Standards for NVQs/SVQs 	QCA/99/397
<ul style="list-style-type: none"> Guidance on Tailoring 	QCA/99/398
<ul style="list-style-type: none"> Guidance on including ethical, creative and value based characteristics 	QCA/99/521
<ul style="list-style-type: none"> Signposting Key and Core Skills 	QCA/99 519
<ul style="list-style-type: none"> Developing an Assessment Strategy for NVQs and SVQs 	QCA/99/396
<ul style="list-style-type: none"> Guidance on European and International Benchmarking 	QCA/99/399
<ul style="list-style-type: none"> For electronic versions of these documents please contact harpera@qca.org.uk 	
Other Publications:	
<ul style="list-style-type: none"> Arrangements for the statutory regulation of external qualifications in England, Wales and Northern Ireland 	QCA/00/589
<ul style="list-style-type: none"> The NVQ Code of Practice 	QCA/02/875

2. **QCA Standards Setting Team**
 83 Piccadilly, London W1J 8QA
 Tel: 0207 509 5555 (main switchboard)

Title	Reference Number
<ul style="list-style-type: none"> List of Research Organisations 	None

3. **SQA Publications Sales**
 Hanover House
 24 Douglas Street, Glasgow, G2 7NQ
 Tel: 0141 242 2168
 Website: sales@sqa.org.uk

Title	Reference Number
<ul style="list-style-type: none"> Accreditation Criteria 	D0688
<ul style="list-style-type: none"> SVQ Accreditation Procedures 	D0843
<ul style="list-style-type: none"> SVQ Update 	None

Contact information for the Regulatory Bodies

QCA

83 Piccadilly
London
W1J8QA

SQA

Accreditation Unit
Epic House
28-32 Cadogan Street
Glasgow
G27LP

ACCAC

Castle Buildings
Womanby Street
Cardiff
CF19SX

DATED _____ 2003

(1) **QUALIFICATIONS AND CURRICULUM AUTHORITY**

- and -

(2) **XXXXX**

NATIONAL OCCUPATIONAL STANDARDS FOR

[Insert Title of Standards]

QCA CONTRACT NUMBER **xxx**

THIS AGREEMENT is made the day of2003

BETWEEN:

(1) **QUALIFICATIONS AND CURRICULUM AUTHORITY** of 83 Piccadilly, London, W1J 8QA (“**QCA**”)

(2) **xxxS** of **xxx** (“**The Contractor**”)

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the expressions in the left hand column below shall have the meaning shown opposite them in the right hand column:

Criteria	The criteria set out in Appendix 1 to this Agreement for National Occupational Standards as published by QCA and other regulatory bodies in the document “Arrangements for the Statutory Regulation of External Qualifications in England and Wales”
Due Dates	The dates by which the Contractor shall deliver a Milestone - certain materials or achieve particular progress in relation to the Project in accordance with clause 3 and as specified in Appendix 3A
Intellectual Property Rights	Patents, trademarks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations, whether registerable or not in any country
Project	The production of the National Occupational Standards and all associated and ancillary obligations as set out in this [Insert Title of Standards]
Project Materials	The documents, data and other materials used by the Contractor in order to produce the National Occupational Standards, including but not limited to research and analysis documents and data.
Proposal	The Contractor’s proposal for performing the Project as contained in Appendix 2 to this Agreement
Standards	National Occupational Standards for [insert description of relevant employment or industry sector]
Timetable	The timetable for completion of the Project as set out in Appendix 3A to this Agreement

1.2 In this Agreement unless the context otherwise requires

1.2.1 words in the singular include the plural and words in the plural include the singular;

1.2.2 references to Clauses and Appendices are references to the Clauses and Appendices of this Agreement;

1.2.3 references to any enactment, order, regulation or other similar instrument shall be

construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument; and

1.2.4 The headings in this Agreement shall not affect its interpretation and all the Appendices to this Agreement constitute an integral part hereof.

2. DURATION

This Agreement shall commence with effect from *[insert start date]* and shall finish on *[insert final instalment date from Appendix 2]* or on completion of the Project, whichever is later, unless terminated earlier in accordance with clause 8.

3. THE PROJECT

3.1 The Contractor shall perform the Project in accordance with this Agreement and shall in particular produce the National Occupational Standards or related products in accordance with the Timetable and with the provisions of clauses 3.2 - 3.3.

3.2 By the Due Dates specified in Appendix 3A the Contractor shall deliver to QCA such materials or such information regarding its progress on the Project as are specified in Appendix 3 or as are otherwise notified by QCA to the Contractor within a reasonable period prior to the relevant Due Date. The Contractor shall complete the National Occupational Standards and deliver them to QCA by the final Due Date. In the event that there are defects in the performance of obligations set out in Appendix 3A the Contractor shall remedy such defects as soon as reasonably practicable.

3.3 The Contractor shall perform the Project with using due skill, care and diligence and the National Occupational Standards produced by the Contractor shall:

3.3.1 conform with the requirements and specifications laid down in the Criteria;

3.3.2 be produced in accordance with the Proposal; and

3.3.3 subject to clause 4.3, meet QCA's reasonable requirements as to clarity, format or any other matter regarding the National Occupational Standards, in particular but not limited to any requirements to ensure consistency of style and/or format across different sets of National Occupational Standards;

provided that in the event of any conflict or inconsistency between the Criteria and the Proposal, the requirements and specifications in the Criteria shall prevail over the Proposal, and any such conflict or inconsistency shall be determined by QCA acting reasonably.

4. PROJECT MANAGEMENT

The Contractor shall:

4.1 Notify QCA as soon as possible if it becomes aware of any likely delay in compliance with the timetable generally.

4.2 Comply with all reasonable formal written requirements of QCA in respect of the Project and comply with any reasonable changes to the Project which may be notified by QCA to the Contractor from time to time to the extent that such changes will not cause the cost of the Project to exceed the maximum level specified in clause 6.1 and to the extent that such requirements or changes would not be likely to significantly hinder the Contractor in performing the Project in accordance with this Agreement.

- 4.3 Make changes in the Project as notified by QCA which may cause the cost of the Project to exceed the maximum level specified in clause 6.1, where the changes and the increase in costs is formally approved by QCA
- 4.4 Consult with and report to QCA on the progress of the Project as reasonably required by QCA. In particular but without limiting that general obligation the Contractor shall:
 - 4.4.1 make oral or written commentaries or reports as and when reasonably required;
 - 4.4.2 attend through a representative(s) any meeting of QCA as and when reasonably required;
 - 4.4.3 on a regular basis meet QCA/SQA to review the management and smooth running of the Project.
- 4.5 Consult and liaise with third parties as and when necessary or reasonably required by QCA.
- 4.6 The Contractor shall employ or procure the services of all necessary individuals to perform the Project, shall ensure that all such persons have attained school leaving age and shall ensure that all such persons are suitably trained, qualified and experienced.
- 4.7 At the reasonable request of QCA, make available to QCA copies of any or all Project Materials under the Contractor's control, except to the extent that compliance with this clause would render the Contractor in breach of its obligations under the Data Protection Act 1998 or any other statutory obligation.
- 4.8 Comply with the Data Protection Act 1998 and any successor legislation, by obtaining all consents and providing all such information necessary to ensure that it may perform its obligations under this Agreement without breaching that legislation;
- 4.9 Co-operate with QCA as reasonably required to enable QCA to comply with its obligations under the Data Protection Act 1998 and any successor legislation which arise from the Project;
- 4.10 Take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

QCA shall:

- 4.11 Co-operate and liaise with the Contractor and provide such information, assistance and consents to the Contractor as are reasonably necessary to enable the Contractor to perform its obligations under this Agreement.

5. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 5.1 Subject only to clause 5.4, the absolute, sole and unencumbered legal title to the property in the National Occupational Standards shall remain with the Contractor and QCA shall not have (nor shall it purport to exercise) any right of lien or set off or counter claim over or in respect of the National Occupational Standards.
- 5.2 The Contractor hereby grants QCA a perpetual, irrevocable, royalty-free licence to use, copy, distribute and amend the National Occupational Standards which gives QCA the absolute unfettered right to make such use of the National Occupational Standards as it shall think fit. In particular but without prejudice to the generality of the foregoing, the licence permits QCA to distribute the National Occupational Standards to third parties without charging any fee.

- 5.3 The Contractor hereby grants QCA, and any third party carrying out work on the Project or any similar project at the request of QCA, a perpetual, irrevocable, royalty-free licence to use and copy Project Materials to the extent that such use or copying is necessary for the purposes of this Agreement.
- 5.4 In exchange for retaining the ownership of the Intellectual Property Rights in the National Occupational Standards the Contractor hereby agrees that it shall provide copies of the National Occupational Standards to third parties free of charge and shall not at any time seek to make a charge to third parties (Qualifications regularity authorities, Awarding Bodies, SSDA or for the purpose of use in qualifications and higher education) for providing copies of the National Occupational Standards.
- 5.5 The Contractor shall obtain any necessary permissions and pay and be responsible for any charge in connection with any Project Materials which were not specifically produced for the purposes of the Project where the copyright in such materials is owned by a third party.
- 5.6 The Contractor shall obtain any necessary permission to reproduce multiple copies of any Project Materials not specifically produced for the purposes of the Project where the copyright in such materials is owned by a third party.

6. EXPENDITURE AND INVOICING

- 6.1 QCA shall reimburse the Contractor for its costs associated with performance of the Project as set out in the Proposal and to a maximum value of *[insert maximum figure]*.
- 6.2 Evidence of successful delivery of Milestones should be submitted in accordance with Appendix 3(A). QCA undertakes to provide written response within 15 working days of receipt of the evidence and advise the contractor on invoicing, except in the case of the final milestone for which the invoicing protocol is detailed in 6.3.
- 6.3 Evidence of successful completion of the final Milestone will be presented before the Co-ordinating Group for approval. QCA undertakes to ensure that this is done at the earliest possible UK coordinating group meeting. The contractor will be informed within 8 working days of the outcome of the Co-ordinating Group meeting and if successful the final invoice can then be accepted.
- 6.4 Payment of expenses shall be made in instalments in accordance with Appendix 3B, provided that each instalment shall only fall due if by the relevant Due Date the Contractor has fully and satisfactorily performed all of the obligations under this Agreement which it is required under clause 3 and Appendix 3A to perform by that Due Date. In the event that the Contractor fails to perform its obligations fully and successfully by the Due Date but subsequently remedies the defects as required by clause 3.2, QCA shall pay the instalment which would have fallen due on the Due Date if performance had been satisfactory but, without prejudice to its other rights and remedies under this Agreement, may deduct from any such payment made all costs reasonably incurred by QCA arising from or in consequence of the Contractor's failure to perform by the Due Date.
- 6.5 Funds allocated to a particular expenditure heading in the Proposal are available for that expenditure heading only and may not be altered except with the prior written consent of QCA.
- 6.6 If at any time the Contractor has reasonable cause to believe that the pattern or level of further expenditure on the Project will vary significantly from the figures contained in the Proposal, the Contractor shall immediately provide QCA with an amended estimate with full explanation in writing of such variation. QCA shall not be under any obligation to accept such a variation.
- 6.7 All invoices must be substantiated by such evidence, as QCA deems appropriate. The Contractor or his/her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Project in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual within the terms of another contract.

- 6.8 Invoices shall be sent within 15 days of the relevant Due Date as indicated in the payment schedule to the address contained within the Agreement hereto. QCA undertakes to pay the invoice no later than 30 days after the receipt of a duly completed invoice. QCA shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 6.9 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure on an invoice, in QCA's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, QCA shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in QCA's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 6.10 If this Contract is terminated by QCA due to the Contractor's insolvency or default at any time before completion of the Project, QCA shall only be liable under clause 6.14 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 6.11 On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. QCA shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Project specified as in Schedule 1 and Schedule 3A and the National Occupational Standards produced as a result of the Project are approved by QCA.
- 6.12 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by QCA all amounts due to be reimbursed under this Contract shall deemed to have been paid and QCA shall have no further liability to make reimbursement of any kind.
- 6.13 The Contractor shall not, without the prior written consent of QCA use funds paid under this Contract whole or partly to finance the purchase of any capital asset.
- 6.14 Expenditure which may be recovered from QCA shall be only as expressly provided for in the payment schedule contained in Appendix (2) to a maximum value of *[insert]* inclusive of VAT and, without limiting that general principle, shall not include expenditure on compensation paid to subcontractors or to the Contractor's employees arising out of their employment or its termination for whatever reason whether by or under statute, common law or otherwise.
- 6.15 Where the Contractor enters a subcontract with a supplier or contractor for the purpose of performing the project, the Contractor shall include a term in such subcontract which requires payment to be made to the supplier or contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the subcontract requirements.

7. **AUDIT**

- 7.1 The Contractor shall keep proper books of account for the Project which give a fair and accurate account of receipts and payments received or incurred in connection with the Project and shall keep such books available for inspection upon reasonable notice by QCA, the National Audit Office and their authorised representatives for at least 6 years from the end of the financial year in which the last payment was made under this Contract and year to which they relate.
- 7.2 In the event that the Contractor fails to meet its obligation under clause 7.1 the Contractor shall reimburse QCA and/or the National Audit Office for the costs of any visit by themselves or their representatives at which that failure of the Contractor results in them or their representatives being unable to carry out or complete the actions which were the purpose of their visit and such costs shall include travel and subsistence costs and salaries of the visiting team.

- 7.3 QCA and/or the National Audit Office may carry out a financial, quality and/or value for money audit up to twice during the Annual Project Cycle and the Contractor shall provide its full co-operation including but not limited to providing access to any premises used in connection with the Project upon reasonable notice and at any reasonable time to QCA, the National Audit Office or their authorised representatives.
- 7.4 In the event that QCA, the National Audit Office or their authorised representatives form the reasonable opinion that the Payment or any part of the Payment that has been made at the date such opinion is formed exceeds the amount for which QCA is liable under Schedule 3 of this Agreement the amount of any excess shall be repaid by the Contractor to QCA within 28 days of receipt of notice from QCA. In particular and without prejudice to the generality of the foregoing the Contractor shall repay within 28 days of receipt of notice from QCA the excess of any Payment calculated according to rates different from those specified in Schedule 4.

8. TERMINATION OF THIS CONTRACT

- 8.1 Either party may terminate this Agreement on three months' written notice.
- 8.2 QCA may terminate this Agreement immediately if:
- 8.2.1 the Contractor materially breaches this Agreement and fails to remedy the breach within 28 days of receipt of notice of the breach from QCA;
- 8.2.2 the Contractor, being a company, is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company or suffers an encumbrance to take possession, or to exercise or attempt to exercise any power of sale, or a receiver or administrative receiver to be appointed, of the whole or any part of the undertaking, property, assets or revenues of such company or stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning Section 123 of the Insolvency Act 1986 or without the prior consent of QCA ceases or threatens to cease to carry on its business in the normal course.
- 8.3 The Contractor may terminate this Agreement immediately if QCA materially breaches its obligations under clause 6 and fails to remedy such breach within 28 days of receipt of notice of the breach from the Contractor.
- 8.4 On termination under clause 8.1 the Contractor shall as far as is practicable complete such work as is specified by QCA before the termination date.
- 8.5 On termination under clause 8.2 only the following expenditure of the Contractor (under the terms of clause 6) shall be reimbursed by QCA:
- 8.5.1 expenditure incurred before the date on which notice of termination was received by QCA;
- 8.5.2 expenditure in connection with the preparation and submission of any report or commentary pursuant to clause 4.4;
- 8.5.3 where notice to terminate is given by QCA, expenditure incurred after the date on which the date on which notice of termination was received by the Contractor which QCA has expressly authorised or which could not reasonably have been avoided. For the avoidance of doubt it is expressly agreed that amounts payable to subcontractors and employees of the Contractor whether by statute, common law or otherwise, in consequence of or arising out of the termination hereof, shall under no circumstances be the responsibility or liability of QCA.
- 8.6 On termination the Contractor shall deliver up to QCA all the Project Materials and the National Occupational Standards or any drafts thereof and the Contractor acknowledges that QCA shall have the absolute unfettered right to make such use of the materials as it

shall think fit as provided for in clause 5. The Contractor shall not have (nor shall it purport to exercise) any right of lien or set off or other counter claim over or in respect of any materials referred to in this clause 8.6.

- 8.7 QCA may at any time in respect of the final three months of the Project direct the Contractor to refrain from incurring in connection with the Project any further avoidable expenditure, such direction to be confirmed promptly in writing if first given orally; notwithstanding that notice to terminate the Project has not been given under clause 8.1 above only unavoidable expenditure incurred after QCA's direction shall be reimbursed to the Contractor.

9. LIABILITY AND INDEMNITY

- 9.1 The Contractor shall keep QCA fully indemnified against:

9.1.1 all actions, claims and proceedings brought by any third party, including but not limited to all legal costs or other expenses relating to such actions, claims and proceedings; and

9.1.2 all damages or compensation paid by QCA to any third party (including any damages or compensation paid by QCA to any third party on the advice of its legal advisors to compromise or settle any claim)

- 9.2 Except to the extent that QCA's own acts or omissions give rise to any cause of action QCA shall not be under any liability to any of the Contractor's staff or any third party in relation to any claims arising out of the Project and the Contractor shall indemnify QCA accordingly.

- 9.3 The Contractor's liability to QCA under this Agreement (save for any liability for death or personal injury) shall not exceed the maximum level of expenditure specified in clause 6.1.

10 OTHER MATTERS

- 10.1 This Agreement binds the successors and assigns of each party, provided that the Contractor shall not assign its rights or obligations under this Agreement without QCA's written consent. For the avoidance of doubt the Contractor shall have the right to sub-contract or delegate its duties hereunder as it sees fit provided that the Contractor shall remain responsible for all its obligations hereunder and for the acts and defaults of any sub-contractor or delegee.
- 10.2 Where under this Agreement QCA's consent is required, that consent may be given subject to specified conditions being satisfied.
- 10.3 This Agreement together with the Appendices contains the whole agreement between the parties in respect of the Project and supersedes any prior written or oral agreement between them relating to it. QCA accepts liability for any representations which have become warranties in relation to this Agreement and for any fraudulent misrepresentations made on its behalf but shall not be liable for any other representations including negligent misrepresentations.
- 10.4 This Agreement may not be varied or amended except by an instrument in writing signed in advance of any expenditure or any commitment to make any expenditure to which it relates.
- 10.5 No failure or delay by either party to exercise any right, power or remedy shall operate as a waiver of that right, power or remedy nor shall any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
- 10.6 The text of any communication to any third party about the arrangements in this Agreement requires the consent of both parties.
- 10.7 Any notice which may be given pursuant to this Agreement must be in writing and addressed to the addressee at its address shown above unless another address has been designated. It may be delivered by hand or sent by sent by first class post .
- 10.8 All rights and obligations of the parties shall cease to have effect immediately on termination of this Agreement except that termination shall not affect the accrued rights and obligations of the parties at the date of termination.
- 10.9 Neither the Contractor nor any employee or agent of the Contractor shall offer, give or agree to give to QCA, its staff or agents any inducement or reward for doing or refraining from doing or having done or refrained from doing any act in relation to the obtaining or execution of this Agreement or any other agreement or for showing or refraining from showing any favour or disfavour to any person in relation to this Agreement or any other agreement.
- 10.10 Each party warrants and represents to the other that it has full authority power and capacity to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.
- 10.11 Any provision of this Agreement which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.
- 10.12 This Agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.
- 10.13 The rights of any third party under this Agreement, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, are hereby excluded.
- 10.14 Neither party shall be liable for any failure to perform or any delay or for the consequences of any delay in performing any of its obligations under this Agreement caused by any event or actions of a third party beyond its reasonable control.

Contract Number **xxx**

Title

SIGNED on behalf of QCA

.....
Duly authorised	Position	Date

SIGNED on behalf of the Contractor

.....
Duly authorised	Position	Date

Extract from “Arrangements for the Statutory Regulation of External Qualifications in England, Wales and Northern Ireland”

(Paragraph numbers refer to the section entitled “National Occupational Standards” in Appendix 2 to the above document).

National Occupational Standards

1. National Vocational Qualifications are based on National Occupational Standards. The responsibility for developing National Occupational Standards rests with standards-setting bodies. They specify the boundaries of what is and what is not acceptable as evidence of competence and how rigorous assessment will be ensured.
2. It is the responsibility of each standards-setting body to agree with the regulatory authorities how the standards should be used in relevant qualifications. Paragraphs 7, 8 and 9 in the NVQ criteria specify what is required.
3. It is also the responsibility of the standards-setting body in collaboration with awarding bodies to recommend how external quality control on assessment should be delivered. Paragraphs 11 and 14 in the previous section specify what is required.

Analysis of the occupational sector

4. National Occupational Standards must be based on a thorough analysis of the characteristics of the sector and in particular the nature of the main occupations within it. This must include information about:

- the types of occupations within the sector and any anticipated changes in employment patterns;
- opportunities for progression and clarification of the typical career routes open to individuals, including the role played by qualifications;
- the links between the sector and other related sectors, including opportunities to work with other standards-setting bodies to identify common competences;
- the relationship between the standards and the main roles and responsibilities of occupations identified within the sector;
- the role played by key organisations including trade unions and any professional and statutory bodies within the sector;
- the information sources that have been used to make the analysis which might contribute to further development of National Occupational Standards.

Characteristics of National Occupational Standards

5. For the purposes of qualifications, National Occupational Standards:

- identify the main roles and responsibilities within a defined occupational area;
- take the form of units based on the occupational roles and responsibilities identified;
- show the outcomes of competent performance, including the essential knowledge and understanding required;
- show the standard of occupational competence to be reached for the stated outcomes. In this context, competence means the ability to apply knowledge, understanding, practical and thinking skills to achieve effective performance to the standards required in employment: this includes solving problems and being sufficiently flexible to meet changing demands;
- include relevant technical, planning and problem-solving skills, the ability to work with others, the ability to apply knowledge and understanding, and other skills which will enhance flexibility in employment and opportunities for progression;
- ensure that the competence is broad enough to give flexibility in employment and be capable of adaptation to meet new and emerging occupational patterns;
- include any statutory or legal obligations;

- include any health and safety requirements;
- include any relevant environmental aspects which are critical to competence;
- include any relevant occupational requirements which are ethics or value-based;
- be written in plain language and in a format which is easily understood by those who will use the standards;
- be free from any overt or covert discrimination against an individual either in the wording or content;
- provide a satisfactory basis for assessment;
- meet the needs and have the support of all significant groups of employers and potential users;
- reflect best employment practice, benchmarked against European and international standards where appropriate.

6. In developing National Occupational Standards for its sector, each standards-setting body must adopt, where appropriate and where they cover the same competences, national occupational standards developed by other standards-setting bodies. Any changes to these national occupational standards, other than in matters of presentation, must be justified.

7. Each standards-setting body is required to submit its proposed National Occupational Standards for approval by the regulatory authority in accordance with published procedures.

8. National Occupational Standards, qualification structures and assessment strategies must be made available without charge for use by awarding bodies and regulatory authorities in vocationally-related and occupational qualifications accredited and approved by the regulatory authorities and awarded in the United Kingdom.

Contract Number: **XXX**

TITLE

The Contractor's Proposal

Appendix 3A
Contract Number: XXX
TITLE

MILESTONE **DUE DATE**

<p>FIRST MILESTONE</p> <p>All obligations under this Agreement up to and including the submission to QCA of specification and sample assessment materials which the Contractor reasonably considers to meet the criteria for accreditation by QCA</p>	
<p>SECOND MILESTONE</p> <p>All obligations under this Agreement up to and including preparations for the pilot of the first cohort</p>	
<p>THIRD MILESTONE</p> <p>All obligations under this Agreement up to and including delivery of the preliminary evaluation report</p>	
<p>FOURTH MILESTONE</p> <p>All obligations under this Agreement up to and including delivery of the interim evaluation report</p>	
<p>FIFTH MILESTONE</p> <p>All obligations under this Agreement up to and including delivery of the final evaluation report</p>	

Appendix 3B

Contract Number: XXX

TITLE

Payment Schedule

1. All amounts stated in this Agreement including the Appendices are inclusive of VAT where applicable unless the contrary is expressly stated.
2. The Payment shall be £xxxxxxx
3. The Payment is divided into the following Instalments corresponding to the Milestones:

Instalment	Milestone	Due Date	Amount
First Instalment	First Milestone		
Second Instalment	Second Milestone		
Third Instalment	Third Milestone		
Fourth Instalment	Fourth Milestone		
Fifth Instalment	Fifth Milestone		

Funding Annual Standards Plans Overview of the Approvals and Delivery Process



