

DERBYSHIRE COUNTY COUNCIL

CABINET

22 October 2013

Report of the Strategic Director for Children & Younger Adults

**PRIORITY SCHOOL BUILDING PROGRAMME – ALFRETON GRANGE –
(Children and Young People)**

1. Purpose of the Report

To inform Cabinet of various issues in relation to the above project and to seek approval for a number of actions including entering into a Memorandum of Understanding with the Education Funding Agency (EFA).

2. Information and Analysis

2.1. In October 2011, Cabinet approved a bid to the Department for Education (DfE) with respect to the Priority School Building Programme (PSBP) which is aimed at replacing the schools which are in the worst condition. In May 2012, the DfE informed the Authority that its bid with respect to Alfreton Grange had been approved. On 10 May 2013, the DfE announced that Alfreton Grange would be procured using an updated version of PFI known as PF2 alongside other schemes in the Midlands.

2.2. In previous PFI projects which the Authority has been involved in, it has been the Authority which has led the procurement and entered into contracts with the private sector. In these schemes, the Authority receives finance from central government to cover a share of the project cost that is notionally the equivalent of the capital cost. The Authority and school have to meet all the other costs. Under these PFI schemes the private sector operates and manages the asset. It provides maintenance services as well as 'soft services' such as cleaning, catering and caretaking. As a consequence the majority of staff involved in delivering such services at the school transfer to the private sector under TUPE.

2.3. The PF2 mechanism has been introduced by the Treasury following a review of PFI. In addition to changes to how the projects are structured and financed, the 'soft services' are removed from the contracts. As a consequence, it is unlikely that any staff will transfer to the private sector

under TUPE. The schools/Authority will continue to employ cleaners caretakers and catering staff although maintenance will be provided by the private sector.

- 2.4.** An further major change from PFI is that the procurement will be led by the Department for Education through its executive wing, the Education Funding Agency (EFA) and it is the Secretary of State who will enter into contracts.
- 2.5.** The legal commitments eventually required of the Authority / school are as follows.
- The Authority will be required to enter into a 'development agreement'. as the owner of the land, giving permission to access the site to carry out the works.
 - The school will be required to enter into a Governing Body Agreement with the EFA under which it agrees to the scheme and to make a payment to cover the cost of maintenance services that will be procured by the EFA.
- 2.6.** These agreements will be entered into at the end of a long procurement process. In advance of that, the EFA is requiring both the school and the Authority to enter into a memorandum of understanding (MOU). This document sets out the responsibilities of the parties, to support the project, including financial support. The parties have a duty to co-operate. In general, the Authority has to provide information with respect to the land holding. The school has to acknowledge the scope of the project and the proposed amount of accommodation on offer.
- 2.7.** The MOU also sets out the financial parameters of the project. The school will need to agree to make an annual contribution from its delegated budget for the services provided which will be between £11-15 per m2. (for Alfreton Grange it is estimated to be in the range £68,600 - £102,900
- 2.8.** The funding provided by the EFA is limited to providing a new building on the site. It includes ICT infrastructure (i.e. cabling) but not active equipment. In addition, it does not include new furniture and equipment (it is assumed existing furniture will be transferred). It does not include any works off-site or any upgrades to services (for example, if highway works were stipulated as a part of the planning process or if a new electricity substation were required).
- 2.9.** In recent projects carried out by the Authority, all these items have attracted costs. In the case of services and highway works, these are difficult to predict.

2.10. In 2011/12, prior to the announcement of PSBP, the Authority set aside two budgets of £1.40m and £165,000 within its capital programme to carry out improvement works at Alfreton Grange. Since the announcement of PSBP, works charged against these budgets have been kept to a minimum and currently around £1.35m remains uncommitted. It is proposed that these unspent funds are capped and reallocated to the Grange project on a priority basis under the following headings for works / supplies which the PSBP will not cover.

- Any off-site highway works and service upgrades
- Additional furniture and equipment, where existing is inadequate or in poor condition
- Essential ICT equipment.

The final split between these categories will be subject to further approval.

2.11. The project for Alfreton Grange is 100% new build. The school has been informed that if it chooses to retain any buildings, its new build project will be reduced by the same amount. However, the Authority has the option of retaining buildings on the site, although it will have to meet any costs associated with creating a non-school use. One building on site is a teaching block of around 450m² that was built in 1995 and is in good condition. A very similar building on the site of The Bolsover School was converted to a support centre as part of the Building Schools for the Future developments and has made a very good facility. The Authority has for some time been looking for a new location for Breadsall Support Centre. It is proposed that a feasibility study be carried out to determine the practicalities of retaining this building for use as a support centre. Further approvals would be required to agree a budget for conversion.

2.12. The Published Admissions Number for Alfreton Grange is 186, and the net capacity is 1036. The current number on roll is 677 and relatively stable. The EFA has agreed to rebuild the school with a capacity of 850, representing 700 11-16 places and 150 16+ places. This gives the school sufficient capacity to grow through rising birth rate or increased popularity. The schools Published Admission Number will need to change to correspond with the new capacity. The EFA requires the consultation on this change to be carried out before the project goes ahead. Cabinet is therefore asked to approve this consultation exercise.

3. Financial Considerations

The revenue costs of this scheme will be met by the school. There may be some capital costs as not all the costs of the scheme will be met by the DfE. It is proposed that the remaining funds from an existing allocation of £1.35m be used to meet capital costs that arise as set out in paragraph 2.10 above.

4. Legal Considerations

The Memorandum of Understanding (MoU) is one of a suite of documents that encapsulate the consultation and school engagement required to deliver the Priority School Building Programme successfully.

The MOU highlights the roles and responsibilities of the different parties who, working together, will achieve the programme and outcomes set out in the MOU. The document introduces the legal framework under which the school is to be procured and the context for the schools legal responsibilities.

The County Council will be required to enter into a “development agreement” as the owner of the land, giving permission to access the site to carry out the works and the school will be required to enter into a Governing Body Agreement under which it agrees to the scheme and to make a payment to cover the cost of maintenance services that will be procured by the EFA.

The school has joined with other schools in the PSBP programme to seek joint legal advice on the basis that this is the most cost effective way of procuring that advice. The Council’s Legal Services department has been providing support and advice to the school in its selection of an external legal provider.

5. Property Considerations

Alfreton Grange is a high priority for replacement as it is in poor condition. Its replacement was imminent under BSF when that programme was cancelled.

6. Other Considerations

In preparing this report the relevance of the following factors has been considered: - prevention of crime & disorder, equality of opportunity; environmental, health; human resources; legal & human rights; and transport considerations.

7. Key Decision Yes

8. Is it required that the call-in period be waived in respect of the decisions being proposed within the report? No

9. Background Papers

10. Officer Recommendation

- 10.1.** That the Authority enters into the Memorandum of Understanding with the Education Funding Agency to provide a new school at Alfreton Grange
- 10.2.** That existing funds be reallocated to this project as set out in paragraph 2.10.
- 10.3.** That the feasibility of the Authority retaining one of the existing buildings at Alfreton Grange be investigated and a further report be submitted to Cabinet.
- 10.4.** That consultation take place on reducing the Published Admission Number of Alfreton Grange from 186 to 140 be carried out.

Ian Thomas, Strategic Director for Children & Younger Adults

**Priority School Building Programme
Template Document
Memorandum of Understanding:
Community Schools
Document Status: Draft for release to
schools
March 2013**

Document Properties	
Document Author	Susan Booth
Document Owner	Daniel Rudley
Organisation	Education Funding Agency
Title	PSBP Template Document: Memorandum of Understanding: Community Schools
Document Type	Memorandum of Understanding
Review Date	22 March 2013
Abstract	
This document is the Memorandum of Understanding. One must be completed for each School in order for an OBC to be submitted for a Project. This is the template for a Community School. Different templates are available for other types of schools.	

EXPLANATORY NOTE

This document is one of a suite of documents that encapsulate the consultation and school engagement required to deliver the Priority School Building Programme (PSBP) successfully.

This document highlights the roles and responsibilities of the different parties who, working together, will achieve the programme and outcomes set out in the appendices.

This document introduces the legal framework under which the school is procured and the context for the School's legal responsibilities.

The school will be one of a number of schools that will be procured as part of the same contract. This group of schools is referred to in this MoU as a batch. This leads to a collective requirement on the part of all concerned to understand and meet their responsibilities for the programme benefit of all the schools.

This MoU is to be used between the legal entity governing a community or maintained school and the Secretary of State (SoS). It is used where, as part of the PSBP, the SoS is to enter into a contract, known as the Project Agreement, to build and maintain a batch of schools, including the School. The legal entity governing the School is referred to in this MoU as the School Entity.

The SoS will sign the Project Agreement but its terms will be negotiated on behalf of SoS by the Education Funding Agency (EFA), which is the agency chosen by the Department for Education (DfE) to implement the PSBP. The EFA, while not the signatory to this MoU, will act on the SoS's behalf and is the body that will procure the project on behalf of the School and the other schools in that Project.

This MoU sets out a range for the contribution that the School Entity (generally the Governing Body) will make towards the services payment under the Project Agreement. This will come from the School's delegated budget. The exact figure for the contribution will be subject to the successful bidder's offer and negotiation and agreed once a preferred bidder has been selected.

This MoU is to be entered into prior to Outline Business Case (OBC) submission by EFA. This authorises the EFA/SoS to manage the School's progression through the procurement of the Project.

Appendix 1 to this MoU sets out the parties' roles, and the EFA's role, in the progressing of the Project as it relates to the School in the period prior to financial close (i.e. the point at which the Project Agreement is signed) of the Project; Appendix 2 sets out the intended roles and responsibilities of the School Entity and the SoS in the construction and operation of the School via the Project Agreement.

The School Entity will need to provide information, consents, approvals and authorisations to the EFA on behalf of SoS at all relevant stages to enable the Project to be advanced by EFA/SoS. The School will form part of a group of schools progressed under the same Project and it is crucial to the success and value-for-money procurement of the PSBP that all schools in a Project progress according to a defined timetable, set in Appendix 4 and managed by EFA on behalf of SoS, to financial close.

Land issues

As the SoS will need to be able to grant access rights to the School site to the Contractor for the full period of the Project Agreement, the landowner (generally speaking the Local Authority) will need to grant access rights to the SoS. The landowner is expected to sign this MoU.

The Project Agreement will assume that certain property information is provided to the Contractor. The landowner will be required to provide replies to enquiries and title information relating to the School site. This will include official copies and plans or epitomes of title for unregistered land, along with copies of all relevant deeds and title documents. Property searches relating to the site will be instructed by EFA. A list of the required title information will be supplied; this information will need to be warranted by the landowner to the SoS in the Landowner Agreement between the landowner and the SoS, which will be entered into around the same time as the Governing Body enters into the Governing Body Agreement.

Other information will be covered by surveys, which may be carried out in advance by the Governing Body or EFA or later by bidders or the Contractor. A list of required survey information will be provided.

EFA needs to know if there are any arrangements in place under which the School shares occupation of the School site. These arrangements may need to be terminated prior to commencement of the construction phase.

Hard FM Services

The Contractor will deliver hard facilities management services (maintenance and lifecycle replacement of certain building elements) under the Project Agreement.

Soft FM Services

Soft facilities management services (catering, cleaning, pest control, health, safety and fire management, grounds maintenance, waste management and security) will not be provided to schools under the Project Agreement. Each School in PSBP will make their own arrangements for the provision of soft services but will have to work with EFA to ensure that the School's soft services are provided to a standard that enables the Contractor properly to deliver hard facilities management services under the Project Agreement.

The School Entity will be responsible for security of the school (once operational) and so will control third party and other school or community out-of-hours use. The School Entity will be responsible for managing and bearing the consequences of vandalism and damage to the School at all times.

It is not expected that employees will transfer to the Contractor (or its sub-contractors) under TUPE. This is because provision of soft facilities management services will not transfer to the Contractor. It will be necessary for schools and employers (here likely to be the Local Authority) to consider the roles and responsibilities of employees such as caretakers, whose roles may need realignment to reflect the new pattern of service provision at each School.

Information and Communication Technologies (ICT) issues

Provision or funding for ICT is not (other than ICT infrastructure) part of PSBP. However it is anticipated that Schools will have their own ICT, which the Contractor will move into the new school building. In addition the Contractor will provide engineer support to help the School

install and configure the transferred ICT. A standard period of time of four weeks following the completion of works has been allowed for (alongside other activities carried out by the Contractor) decant and installation of ICT.

Where ICT is being procured as new by the School, the School and EFA need to ensure that the time period for installation of the ICT aligns with the allowed time period under the Project Agreement.

Loose Furniture and Equipment (F&E)

The intention is that Schools will make available for transfer as much suitable legacy loose F&E into the new buildings as possible. Any deficiency in the quantity of loose F&E must be made up by the School.

Schools will be responsible for (i) packing up items such as books for decant and (ii) replacing and maintaining loose F&E through the term of the Project Agreement.

Confidentiality of MoU

This MoU is confidential and will end at the point in time at which the Governing Body Agreement is entered into.

This **MEMORANDUM OF UNDERSTANDING** is made on [date]

BETWEEN:

- (1) **The Secretary of State for Education acting through the Education Funding Agency** whose principal place of business is 55-33 Butts Road, Earlsdon Park, Earlsdon, Coventry CV1 3BH (the **SoS**);
- (2) **[School Entity]** of ♦ **(Address of School Entity)** (the **School Entity**);
- (3) **[Name of Landowner]** of ♦ **(Address)** (the **Landowner**¹); and
- (4) **[Name of Employer]** of ♦ **(Address)** (the **Employer**)².

BACKGROUND

- A. On 19 July 2011 the Secretary of State for Education (**SoS**) announced the PSBP and invited schools to apply for inclusion in the PSBP. The PSBP is a privately-financed programme to provide school facilities.
- B. The School Entity has by an announcement made on 24 May 2012 been selected for inclusion in the PSBP. The parties need to work together to submit an OBC and move forward into the procurement phase of the Project.
- C. The Landowner owns the land on which the School is situated or is to be built.
- D. The Employer employs staff who work at the School providing facilities management services. This Memorandum of Understanding sets out the parties' understanding of the expected treatment of those staff.³
- E. This Memorandum of Understanding aims to establish the parties' respective obligations and commitments to each other, both during the procurement phase and during the term of the Project Agreement. It is not intended to be legally binding except as specifically set out below.

1. Interpretation

- 1.1. In this Memorandum of Understanding the following expressions have the following meaning:

Contracting Authority	the SoS
Contractor	the counterparty of the Contracting Authority under the Project Agreement
EFA	the Education Funding Agency (EFA) is

¹ This is likely to be the Local Authority. See the Explanatory Note on Land Issues.

² Where there are staff, employed by an entity other than the School Entity, providing FM services (hard or soft) at the School their employer must enter into this MoU. It is likely that the employer will be the Local Authority. See information in the Explanatory Note.

³ The employer will need to supply information and need to enter into arrangements in which SoS passes back risk, prior to financial close. That is why it is made party to the MoU.

	the body that on 1 April 2012 replaced Partnerships for Schools as the agency chosen by the Department for Education to implement the PSBP
FC	Financial Close
F&E	Furniture and equipment
IPDSB	Invitation (issued to bidders) to Participate in Dialogue and Submit Bids
MoU	this Memorandum of Understanding
OBC	the Outline Business Case for the Project
OJEU	Official Journal of the European Union, where the project will be advertised
PQQ	Pre-Qualification Questionnaire
PSBP	the Priority School Building Programme
Project	the batched schools project through which the works and services at the School, along with other schools, are to be procured
Project Agreement	the agreement through which the Contractor will deliver and provide works then hard facilities management services at the School, along with the other schools in the Project
School Entity	the company registered in England and Wales under registered number [•] and having its registered office at [•]
School	[insert name of School to be built/refurbished], which is (along with other schools in the Project) to be constructed, and at which facilities management services will be provided pursuant to a Project Agreement and which the School Entity will be responsible for running
SB	Selected Bidder
SoS	the Secretary of State for Education

2. Co-operation and process

- 2.1. As we move towards making an OBC submission it is appropriate to clarify our respective roles and responsibilities. This MoU is intended to confirm our obligations and our respective roles and responsibilities in delivering the benefits of the PSBP to this School.
- 2.2. It is in the interests of our organisations to deliver the PSBP in the most efficient and practical manner and the best way to achieve this is through working together effectively.
- 2.3. This MoU is being entered into following confirmation to the School Entity that the School Entity is to be included in the PSBP. It is being entered into prior to the OBC being submitted for the Project and prior to the OJEU notice for the Project being issued. It confirms and sets out the parties' commitment to the Project, both during the procurement phase and the term of the Project Agreement.

3. Introduction to the roles of the parties to this MoU

- 3.1. The SoS will be the Contracting Authority under the PSBP and will together with EFA be the primary driver in the successful and timely delivery of the programme.
- 3.2. The School Entity and SoS acknowledge, and SoS fully endorses, the School Entity's important role as a stakeholder in the PSBP. The School Entity agrees and commits to the actions and principles during all phases of procurement and delivery of the Project that are its responsibility as set out in this MoU, and commits to resourcing such responsibilities appropriately and sufficiently. The School Entity will be consulted by SoS on certain matters, as set out in this MoU, and will need to supply information to SoS, again as set out in this MoU. More detail on this is set out in paragraph 5. The School Entity understands that it will, prior to financial close, have to enter into a Governing Body Agreement with the Contracting Authority, dealing with all matters that will affect or relate to the operation of the Project. An indication of the respective responsibilities of the SoS as the Contracting Authority and the School Entity during the term of the Project Agreement is set out in Appendix 2.
- 3.3. The School Entity understands that other schools are part of the Project and that any delay on its part is likely to affect the progress of the Project as a whole. The School Entity agrees that the conclusion of these arrangements must take place in a timely manner so as to enable financial close of the Project in accordance with the planned timetable. A timetable (**Engagement Schedule**) setting out the process of engagement between the parties through the procurement process is attached as Appendix 3. The Engagement Schedule will inform the School Entity as to the necessary level of participation and resourcing during the procurement phase of the Project.
- 3.4. The Landowner is party to this MoU because it is the owner of the land on which the School is, or is to be, sited. The Landowner will need to supply information to SoS and the School Entity on matters relating to the site, such as title and land issues. The Landowner agrees to supply information requested by SoS and/or the School Entity within the timescales necessary to meet the procurement timetable for the Project. The School Entity agrees to assist SoS with this. The Landowner understands that other school entities form part of the Project and that any delay on its part could affect the progress of the Project as a whole. The Landowner acknowledges that it will have to enter into a Landowner Agreement, prior to financial close, with the SoS relating to title and land issues.
- 3.5. The Employer is party to this MoU because it employs staff who work at the School performing facilities management services. This MoU sets out how it is intended that these staff will be affected by the Project. The Employer will need to supply information to SoS and the School Entity on matters relating to employee and pension issues and will need to discuss the roles and responsibilities of these employees with the employees and SoS, as further described in paragraph 8. The School Entity agrees to assist the Employer and SoS with this. The Employer acknowledges that, if any TUPE transfer of staff (which is only likely where staff spend the bulk of their time on hard facilities management services) is envisaged, it will have to enter into back-to-back arrangements with SoS relating to TUPE transfer and employee liabilities.

4. The Role of SoS and EFA

- 4.1. EFA will on behalf of SoS control and manage the procurement of the PSBP, including this Project. EFA is on behalf of SoS responsible for the delivery of the PSBP and its primary responsibility is to ensure that the investment represented by the PSBP achieves its purpose of dealing with condition need at a reasonable cost to the taxpayer and that schools benefiting from the PSBP are properly maintained over their lifetimes.
- 4.2. EFA, acting on behalf of SoS, has key roles:
- 4.2.1. Programme Manager: EFA has a central role as programme manager for the PSBP, allocating funding to projects and at an individual school entity level. EFA will prepare the OBC with the co-operation of the School Entity.
 - 4.2.2. Procurement: A prime rationale for the establishment of the PSBP is that efficiencies of scale can be achieved through centralised procurement. EFA will procure the Project and will be responsible for its delivery. EFA will lead on negotiations with bidders and will ensure that contract terms are, other than project-specific issues, standardised with other projects in the PSBP.
 - 4.2.3. Approvals: EFA will keep the School Entity generally advised of the progression of the Project and will seek all approvals or authorisations needed. EFA will liaise with HM Treasury and IUK.
 - 4.2.4. Design and Technical: EFA will manage design and technical contribution to the Project and will work closely at a local level with the School Entity, developing relationships pre-procurement and facilitating technical input and bidder discussions during procurement. While EFA will conduct meetings with bidders, attendance by the School Entity will be needed at selected meetings or parts of meetings during which areas where the School Entity's input is needed will be discussed. The School Entity's attendance at such meetings will be managed by EFA.
 - 4.2.5. Management of Projects: EFA will ensure that the project is carefully managed and that the complex schedule of required meetings, minutes, and information requests is co-ordinated by a central contact that is an integral part of the internal team and known to the bidders/schools. EFA will deal with (i) the co-ordination of meeting dates and venues, standard agendas and production of meeting minutes; (ii) the co-ordination and management of all procurement documentation; (iii) all Bidder Requests for Information (RFIs) during the procurement; and (iv) communication with the bidders.
- 4.3. The School Entity, the Landowner and the Employer acknowledge EFA's roles on behalf of SoS as described above and as reflected in the table set out in Appendix 1 and agree to work with EFA so as to achieve the close of the Project on time and in accordance with the aims of the centralised procurement referred to above.

5. The Role of the School Entity and its commitment to the Project

- 5.1. The School Entity understands that it will need to work with and co-operate with EFA so as to enable EFA to submit the OBC on time.
- 5.2. The School Entity will not be the Contracting Authority under the Project Agreement. It will however be a primary driver in the successful and timely delivery of the

School. The School Entity agrees to supply all necessary information and provide all necessary access for surveys, and to do both in a timely manner. While the School Entity is not the employer of staff or the owner of the land on which the School is or is to be sited, the School Entity is likely nevertheless to have a role to play in ensuring that EFA obtains the information and assistance that it needs and agrees to provide all reasonable help in this regard.

- 5.3. SoS/EFA and the School Entity acknowledge the School Entity's key role in achieving a successful procurement. The School Entity acknowledges the objectives, deliverables and actions at each stage of the procurement and delivery of the Project, and its roles in them, as set out in the tables attached at Appendix 1. The School Entity understands the level of engagement and resource required by the Engagement Schedule attached at Appendix 3 and agrees to resource this engagement appropriately. The School Entity understands that, EFA will manage bidder meetings and will invite the School Entity to attend selected meetings/presentations or parts of meetings as necessary.
- 5.4. The School Entity also understands that the procurement by the SoS of the works and services pursuant to the Project Agreement at the School will be batched with other schools so that there will be one Project Agreement for the batch of schools. The signing of this MoU is a statement of the School Entity's commitment to working with all parties (including the other schools) to achieve this programme and to meeting the resource implications.
- 5.5. The School Entity understands that it will, prior to financial close, have to enter into a Governing Body Agreement with SoS, as set out in paragraph 3.2. The School Entity understands and acknowledges that the Governing Body Agreement will be based on the principles set out in the table attached at Appendix 2. It acknowledges and agrees its level of engagement, responsibilities and decision making as defined in the appendices to this document. The school also understands and acknowledges that the responsibilities under the Project Agreement may alter slightly during the bid process as site and project-specific risks may come to light. EFA/SoS undertakes to ensure that these are fully explained and understood in the context of the programme timetable and the signing of the GBA.
- 5.6. The School Entity understands that, in applying for the PSBP, it accepted that if successful it would be part of a privately-financed project. The School Entity understands and acknowledges that the procurement of the works and services will be via private finance and as set out in this MoU. The School Entity accepts that it cannot opt for the new school to be procured through any other route.
- 5.7. The School Entity understands and confirms that it will during the operational phase of the Project be liable to make payments of between £11 and £15 per square metre per year, plus VAT, to SoS in respect of the provision of hard facilities management (FM) services. The exact figure within this range will be determined following appointment of the preferred bidder for the Project and will be reflected in the Governing Body Agreement. These figures are quoted at quarter 3 2012 prices and will be subject to inflation by RPIX. The relevant area figure is the gross area, which will unless otherwise agreed between SoS and the School Entity (and the School Entity should not unreasonably withhold its consent to an increase in contribution where the gross area is increased as part of the design) be based on the gross area in the Schedule of Accommodation attached. If during the term of the Project Agreement pupil numbers reduce significantly then the School Entity may raise this with the SoS and EFA so that we can discuss how best to manage the situation.

- 5.8. The School Entity will benefit from any performance and availability deductions that relate to the School that are used to penalise the Contractor under the Project's payment mechanism. The School Entity will receive these sums to reflect the fact that the Contractor's poor performance has affected the School and to reflect the fact that the School Entity is managing the provision of soft FM through its choice of provider, however a sum may be retained in respect of the EFA's contract management role.
- 5.9. The School Entity agrees the Schedule of Accommodation (attached at Appendix 5), which has been developed to suit the curriculum analysis for the School set out in Appendix 6. The School Entity acknowledges that the total net area identified in the Schedule of Accommodation ([] sq.m) is capable of delivering the curriculum and will remain the final net area of the final build of the School. The School Entity also acknowledges that the split of this area may well alter through design development, for instance to standardise elements of design through the procurement process, and be part of the design engagement with the School.

6. Roles and responsibilities for FM services and ICT in the Project; provision of loose F&E

- 6.1. The School Entity understands and confirms that it will during the operational phase of the Project be responsible for the provision or procurement of the provision of soft FM services (catering, cleaning, pest control, health, safety and fire management, grounds maintenance, waste management and security). It agrees that these will be provided in accordance with a list of minimum requirements provided by EFA including Legislation, good industry practice and so as to interface appropriately and in an agreed manner with the Contractor's hard FM (maintenance) sub-contractor. Further detail will be agreed following discussions with bidders during the procurement phase of the Project.
- 6.2. The School Entity understands that it will be expected to make available for transfer as much existing loose F&E from the old school into the new one and to make up any deficit, as compared to that set out in the space requirements notified to the School Entity by EFA, in loose F&E provision at its own cost.⁴ The School Entity agrees that it will be responsible for packing items such as books prior to decant. The School Entity understands that it will during the operational phase be responsible for the repair and replacement of loose F&E. The School will also make available for transfer the fixed equipment listed in Appendix 7 into the new school building⁵. EFA will discuss treatment of F&E legacy equipment with the School Entity during the procurement.
- 6.3. The School Entity understands that the Contractor will provide ICT infrastructure (passive, active and associated components). In addition the Contractor will move legacy ICT equipment from the old school into the new one during a time period between construction completion and services availability. The School Entity understands and acknowledges that while the Contractor will provide a transfer and installation service and some engineer time, neither the Contractor nor the SoS will be responsible for any integration risk, i.e. the risk that the legacy ICT equipment does not work in the new building. The Contractor will not have any role in maintaining either legacy ICT equipment or active ICT infrastructure that it has installed. It will be responsible for maintaining passive ICT infrastructure, such as cabling. Provision of new ICT equipment is not (other than ICT infrastructure) part of

⁴ New schools and major Basic Need increases to be discussed on an individual basis.

⁵ Fixed equipment that is to be moved, eg. lathes.

PSBP. EFA will discuss treatment of ICT legacy equipment with the School Entity during the procurement.

- 6.4. The School Entity understands that the intention is that no staff transfer under TUPE (or similar law) to the Contractor or its sub-contractors. The School Entity agrees to work with the Employer and EFA on behalf of SoS to assess the impact of the Project with the caretaker, whose role may need to be re-defined to exclude maintenance but include monitoring of the Contractor and its sub-contractors.

7. The Role of the Landowner

- 7.1. The Landowner understands and acknowledges its role in information supply relating to title and land information and the importance of that to achieving on-time procurement. The Landowner agrees to work with the School Entity and SoS/EFA in such a way so as to enable the procurement of the Project to run to time as advised to the Landowner by EFA on behalf of SoS.
- 7.2. The Landowner understands that it will have to enter into a Landowner Agreement (to be agreed with EFA on behalf of SoS during the procurement) to deal with project-specific and site-specific issues related to title and land issues. The Landowner agrees to negotiate the Landowner Agreement with EFA on behalf of SoS during the procurement in good faith and in such a way as to enable the procurement of the Project to run to timetable as advised to the Landowner by EFA on behalf of SoS.

8. The Role of the Employer

- 8.1. The Employer understands that the intention is that no staff transfer under TUPE or similar law to the Contractor or its sub-contractors. The Employer agrees to discuss the impact of the Project with its caretaker, whose role may need to be re-defined to exclude maintenance but include monitoring of the Contractor and its sub-contractors. The Employer will need to discuss the implications of the Project with any staff who perform hard facilities management services at the School as, unless their roles are re-defined, it is possible that they will transfer under TUPE to the Contractor or its sub-contractors.
- 8.2. The Employer understands and acknowledges its role set out in paragraph 8.1 and in information supply relating to staff, and any necessary employment and pensions information, and the importance of these to achieving on-time procurement. The Employer agrees to work with the School Entity and EFA in such a way as to enable the procurement of the Project to run to the timetable advised to the Employer by EFA on behalf of SoS.
- 8.3. The Employer understands that it may have to enter into back-to-back arrangements with the SoS (to be agreed with EFA during the procurement) to deal with project-specific issues related to employment and pensions. The Employer agrees to negotiate any necessary arrangements with EFA on behalf of SoS during the procurement in good faith and in such a way as to enable the procurement of the Project to run to timetable.

9. Confidentiality

This MoU is confidential to the parties and their advisers. This paragraph is legally binding.

10. Governing Law and Jurisdiction

This MoU shall be governed by and construed in all respects in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this MoU. This paragraph is legally binding.

11. Costs and Expenses

Each party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this MoU and other documents involved in the negotiation and agreement of the arrangements for the Project, such as the Landowner Agreement.

12. No Partnership or Agency

- 12.1. This paragraph is legally binding.
- 12.2. Nothing in this MoU shall be construed as creating a partnership.
- 12.3. No party shall be deemed to be an agent of any other party and no party shall hold itself out as having authority or power to bind any other party in any way.

Authorised to sign for and on behalf of the Secretary of State for Education **Signed on behalf of the School Entity by:**

Signature

Name in CAPITALS

Chair of Governors / Chief Executive

**Position in
Organisation**

Address in full

[INSERT SIGNING PROVISIONS FOR LANDOWNER AND EMPLOYER]

APPENDIX 1: OBJECTIVES AND DELIVERABLES

This appendix identifies objectives during the procurement of PSBP that will require dialogue and information from the School Entities and other local parties. It shows the deliverables to achieve these objectives, and hence the dialogue that will be needed.

There are five tables, dealing with the following stages of procurement:

1. Pre-OJEU, i.e. the stage before the project is advertised in the Official Journal of the European Union. The advertisement commences the formal procurement process;
2. OJEU to Invitation to Participate in Dialogue and Submit Bids (IPDSB). During this stage the bidders will be responding to the OJEU notice and the number of bidders will be reduced to three through the PQQ (pre-qualification questionnaire) process;
3. Invitation to Participate in Dialogue and Submit Bids (IPDSB) to appointment of selected bidder (SB), i.e. the competitive dialogue phase, which starts with the three bidders being issued with the IPDSB. At the end of this phase the selected bidder is appointed;
4. SB to financial close (FC); and
5. Construction and operation.

Table 1: PRE-OJEU			
Objective	Deliverables	Dialogue with schools	Further action
To establish constraints on the site and delivery	School knowledge of site ownership	Who owns the site?	Response to title enquiries
	School knowledge of site constraints	What are the features of your site? These will tend to fall into external constraints (such as planning, legal or geographical/archaeological issues) and internal constraints (such as asbestos, contaminated land)	Informs survey requirements.
	School knowledge of site constraints	What site constraints are there, such as footpaths, restrictive covenants, other users (informal and formal)? Will there be any change of use?	Further dialogue with parties that may have access arrangements.
	School knowledge of site constraints	Do you know of any historic or current planning issues regarding the site?	Follow up by EFA with planning authority.
	School knowledge of site constraints	Do you know of any other users of the site who may have rights of access/occupation?	Identify any other site users and assess the terms on which they access/occupy the site.
	School knowledge of site constraints	Are you aware of any likely barriers to getting planning permission for a new school?	Follow up by EFA with planning authority.
	Construction deliverability	Do you have any School Policies regarding contractors working at the school either during building work or providing FM services?	If there are any, these may be used to populate a Schedule within the Output Specification.

Table 1: PRE-OJEU			
Objective	Deliverables	Dialogue with schools	Further action
	School knowledge of site constraints	Do you know of any access restrictions to this site for construction purposes or during operating hours?	
	School knowledge of site constraints and opportunities	If the school's size or buildings' location will change do you anticipate any traffic issues?	Possible traffic survey needed, further discussions with planning authority.
	Information about the likely level of legacy ICT to be transferred, and what new equipment will be needed	While there is funding for passive and active ICT infrastructure (so cables in walls plus, eg. wi-fi), there is no funding via this programme for new ICT equipment that is not classed as infrastructure. What ICT do you have now, and what will you need in the new school? Are you intending to procure new ICT and if so through what arrangements?	Likely to require schedules and surveys.
	Information about the likely level of legacy ICT to be transferred, and what new ICT will be needed	How will you procure and pay for any new ICT?	Will need to get the integration with PSPB to work.
	Information about the likely level of legacy furniture and equipment to be transferred, and what new equipment will be needed	Note that there is no funding via this programme for new furniture and equipment (except in the case of expanding schools). What furniture and equipment do you have now, and what will you need in the new school?	Likely to require schedules and surveys.
	Mutual understanding of approach to construction phasing	If it is proposed that the School moves into its new buildings in stages, the School should set out any key dates (i.e. exams) and other operational issues which need to be considered in planning for this.	Information issued to Bidders to consider in proposing their phasing plans.

Table 1: PRE-OJEU			
Objective	Deliverables	Dialogue with schools	Further action
Can the school deliver the curriculum in the accommodation proposed in the preferred option?	Agreed Schedule of Accommodation, Curriculum Analysis and school-specific brief	An over-the-table dialogue between EFA and the School will be needed to develop each document and achieve agreement for OBC, subject to further development during dialogue.	MOU attached to OBC will confirm that these documents have been prepared.
	Understanding of how the school intends to operate	What are the current and envisaged adjacencies? What is the length of the School Day?	Adjacencies and traffic flow /usage of the buildings inform design development
Ensure that we and the school have a sufficient understanding of the FM arrangements to ensure there is proper integration with the PF deal	Details of the current facilities management (FM) arrangements	What is the current FM scope (eg security, cleaning, pest control, catering, portering, grounds maintenance)? What if any FM contracts or arrangements are there?	Need to be clear about interfaces with the Contractor. These interface issues will be developed and discussed more at the next stage.
	Establish who the FM interfaces will be with	Who employs the current FM staff? (LA, Contractor or school). What does the School intend to do in future?	Information for the Data Room on FM service provision.
	Ensure that the school is properly budgeting for FM costs	How much are you paying for these FM services?	Ongoing discussions through the life of the project.

Table 1: PRE-OJEU			
Objective	Deliverables	Dialogue with schools	Further action
	Local provision of Hard FM services (eg. maintenance) will be replaced by the PF deal	Do you know the contracted 3rd party arrangements Can we have details of all of the maintenance agreements (hard and soft), including break clauses and contract periods?	Further investigation may be needed with the contracted party.
To ensure we have a full understanding of utilities provision	Establish starting point and ensure we have a full understanding	What are the current utilities usage and their costs? What agreements are there currently? Where do services enter the site?	

Table 2: OJEU to IPDSB (OJEU, PQQ, IPDSB)			
Objective	Deliverables	Dialogue with schools to achieve	Further action
OJEU reflects the details of each School	None required from Schools		
PQQ reflects the details of each school	None required from schools		
IPDSB reflects the details of each School	Finalised: <ul style="list-style-type: none"> - Site-specific technical brief - Schedule of accommodation - Adjacencies - School management issues - School policies where appropriate/relevant 	Further discussion to confirm that what was agreed at OBC is still correct.	Changes made, but only by exception/in exceptional circumstances.
	Data room including: <ul style="list-style-type: none"> - Site information - Surveys - Legacy ICT and F&E - Dialogue strategy - Current FM arrangements 	Any outstanding information for the Data Room submitted by schools.	
	Project Agreement	The EFA may need to confirm specific matters regarding site-specific issues and property information.	EFA will create the include this information, where appropriate, within the Project Agreement.

Table 3: IPDSB to SB (i.e. the Competitive Dialogue phase)			
Objective	Deliverables	Dialogue with schools to achieve	Further action
Develop scheme for First School(s)	EFA and School dialogue needed to deal with bidders' issues and queries	As set out in the engagement schedule of design and technical meetings.	School to feed comments on bidder proposals/queries to the EFA for consideration.
Finalise approach to legacy ICT, including decant	What will be transferred, when and by whom? What will be purchased, when and by whom, and who will install it?	Dialogue and agreement with schools on decant, phasing, procurement, timing, installation and any storage requirements.	These will need to be reflected or provided in the contractors' proposals and in the brief for bidders.
Finalise approach to legacy F&E, including decant	What will be transferred, when and by whom? What will be purchased, when and by whom, and who will install it?	Dialogue and agreement with schools on decant, phasing, procurement, packing, timing and any storage requirements.	These will need to be reflected or provided in the contractors' proposals from each bidder and in the brief for bidders.
Ensure that Subsequent, i.e. follow-on, Schools are briefed on the approach	School and EFA dialogue on the proposals	As set out in the engagement schedule of design and technical meetings.	
Ensure that Schools are briefed and remain committed	School and EFA dialogue on the proposals	Dialogue with Governors to confirm: <ul style="list-style-type: none"> Decision on the identity of the Selected Bidder; Details of the scheme proposed by the Selected Bidder; 	Signed Governing Body Agreement.

Table 3: IPDSB to SB (i.e. the Competitive Dialogue phase)			
Objective	Deliverables	Dialogue with schools to achieve	Further action
		<ul style="list-style-type: none">• Timing of any directly procured items, eg. F&E, ICT;• Details of Governing Body Agreement.	

Table 4: SB to FC			
Objective	Deliverables	Dialogue with schools to achieve	Further action
Subsequent Schools' schemes developed	School and EFA dialogue on the proposals	As set out in the engagement schedule of design and technical meetings.	
Achieve commitment to GBA for all Schools	Signed GBA from all schools.	Each School in a project will need to sign one of these to allow the project as a whole to reach FC.	

Table 5: Construction and operation			
Objective	Deliverables	Dialogue with schools to achieve	Further action
School remains satisfied with scheme	Contractor's Proposals are delivered	EFA will manage this and appoint the independent certifier jointly with the Contractor. However the School will have some role in contract management and this will be set out in the Governing Body Agreement.	Ongoing monitoring
	Items of Reviewable Design Data (RDD) are resolved to the satisfaction of the School	School will have a role in commenting on certain RDD: signage, light zoning, lock suites and colours for paint and flooring.	
	F&E decant carried out prior to service commencement	Contractor to carry out F&E decant.	
	ICT decant carried out prior to service commencement	Contractor to carry out ICT decant	
	Operations are properly delivered and monitored	EFA will manage this. However the School will have some role in contract management, particularly reporting, and this will be set out in the Governing Body Agreement.	Ongoing monitoring

APPENDIX 2: INTENDED CONTRACTUAL ROLES AND RESPONSIBILITIES (COMMUNITY SCHOOL)

This appendix sets out the principles to be applied to the drafting of the Governing Body Agreement. It sets out the intended roles of the SoS as the Contracting Authority and the School Entity (**SE**) in the operation of the provisions of the Project Agreement (**PA**) as they relate to the School. Note that schools will not have control/input in decisions relating to other schools in a Project.

It is based on the School being a maintained school, so the staff providing FM services are employed by, and the land owned by, the Local Authority, rather than the School Entity.

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE’s views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
PROPERTY MATTERS													
Warrant that supplied title information is correct													✓
Enter into agts with utility co’s if needed or obtain necessary consents (if only landowner can obtain)												✓ (landowner will need to assist)	✓
Allow access before and during the term, whether landowner or not											✓(if access blocked by SE)	✓	
CONSTRUCTION AND F&E MATTERS													

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
Output Specs and Contractor's Proposals, Completion Requirements				✓(input into School specifics)	✓								
Provide exam & term dates										✓			
Site Rules					✓								
Comply with Site Rules												✓	
Issue Stop Notices	✓ where DfE/ EFA issues SN)	✓						✓ (so SE can issue SN)			✓ (if SE issues SN wrongly)		
Judicial review – suspend works	✓	✓											
Review procedure – design development: decisions on light zoning, signage, lock suites and			✓	✓									

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
colours for paint and flooring													
Inform re delays in works					✓				✓				
Not impede Works												✓	
ICT: (i) provide information re: ICT (ii) comply with ICT interface protocol										✓ (i)		✓ (ii)	
Nominate School Representative												✓	
Attend Site meetings												✓ (may attend)	
Setting of planned completion dates			✓										
Sanction changes to Programme			✓										
Compensation claims made by Contractor – pass on information					✓								
Agreeing claims	✓(where		✓(where								✓		

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
for costs	re not caused by SE)		caused by SE)								(where caused by SE)		
Agreeing time extensions			✓										
Discovery of antiquities					✓								
Decisions re: antiquities			✓										
Works appear to be defective									✓				
Comply with H&S												✓	
Issues relating to Completion sign-off	✓	✓											
Late completion: (i) information of and (ii) liquidated damages paid by Contractor					✓ (i)	✓ (ii)							
Perform Decant obligations												✓(SE will have some obligatio	

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
												ns)	
Change to Decant obligations				✓									
Lifecycle of loose F&E												✓	
Keep Fire Folder												✓	
SERVICES AND FM MATTERS													
Provide Soft FM in accordance with minimum requirements												✓	
Interface obligations between Soft & Hard FM												✓(SE to procure Soft FM Provider complies)	
Agree Access Protocol or Permit to Work (PtW) regime				✓									
Comply with Access Protocol/PtW												✓	

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
regime													
Provision of as-built dwgs and other information					✓								
Contractor suffers failures in Hard FM service						✓(Deductions)			✓				
Scheduling of Programmed Maintenance			✓										
Contractor's lifecycle spend and programme			✓										
Emergency has occurred as defined in PA									✓				
Take action after Emergency								✓					
Provide catering												✓ (NB Contract or will lifecycle catering equipment)	

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
Employee info (NB no TUPE transfer is expected)										✓		✓ (SE may have to assist with info)	✓ (and Employer will supply info)
Results of CRB checks					✓								
Refusal to admit person to School											✓ (where SE did not act reasonably)		
Quality audits					✓								
TERMINATION, HANDBACK AND SURVEYS ON EXPIRY													
Voluntary termination of PA	✓	✓											
Discussion re: potential removal of School from PA (closure of School)			✓										
Removal of School from PA following	✓	✓											

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
consultation													
Contractor in default or persistent breach									✓				
Termination by Ctr for SoS breach; compensation payment to Ctr					✓						✓ (where SE causes)		
Termination by SoS for Ctr default/persistent breach			✓						✓				
Termination for corrupt gifts/fraud by Ctr	✓	✓							✓				
Force Majeure event occurs					✓				✓				
Termination after Force Majeure	✓	✓											
Carry out Handback Survey	✓	✓											
Agree any changes to Handback			✓										

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
Requirements													
CHANGES IN LAW, RELIEF EVENTS, STEP IN, INDEMNITIES AND INSURANCE													
Relief Event occurs									✓				
Agree relief other than as next below	✓	✓											
Agree changes to programme as result of Relief Event			✓										
Agree consequences of Change in Law	✓	✓ (if affects School)											
Step in where there is H&S risk or an Emergency								✓			✓ (if step in was not justified)		
Keep information confidential												✓	
Co-operate re: Freedom of Information Act												✓	
Indemnities from						✓ (where							

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
Contractor for death/PI and for third party claims						relevant)							
Notify claims					✓				✓				
Vandalism liability									✓		✓		
Insurance (taken out by Ctr) info	✓				✓								
Reinstatement after insured event			✓										
Issues re: Uninsurability	✓												
DISPUTES AND OTHER													
Disputes under PA			✓								✓ (if SE has caused the dispute)		
Ctr wants to replace a sub-contractor	✓	✓											
Ctr's share ownership changes	✓												

Issue or principle	Decision to be made by EFA/SoS – what input or control does the School Entity (or SE) have?				EFA/ SoS passes on info received from Contractor	EFA/SoS passes on the benefit of damages from Contract or or £ deductions made	SE can take decision or action – what role does EFA/SoS play in that?		SE to provide information or reports to EFA/SoS		SE takes liability for loss to SoS	SE (or landowner if indicated below) has actions to carry out	Land-owner or Employer (as context requires) has liability for loss to SoS
	No consultation with SE	Notifies SE of decision	EFA/SoS to consult with SE and consider SE's views	EFA/ SoS needs input from SE			SE can require SoS /EFA to take action	SE takes action without reference to SoS/EFA, but notifies after	For info only	To comply with an obligation on SoS /EFA			
Financing – terms, changes, refinancing	✓												
Audit access to Ctr's records					✓								
Proposed change in School status												✓(School must inform)	
Liaison Committee under the PA (NB will be a separate liaison panel under the GBA)												✓ (SE to attend if requested)	
Small Value Changes (less than £5k)								✓					
Medium Value Changes			✓										
High Value Changes			✓										

APPENDIX 3: ENGAGEMENT SCHEDULE

[Batch specific engagement schedule to be inserted here]

APPENDIX 4: PROJECT TIMETABLE

[Version to be developed for each school showing agreed timetable and inserted for signing.]

APPENDIX 5: SCHEDULE OF ACCOMMODATION

[Version to be developed for each school showing agreed SoA and inserted for signing.]

[APPENDIX 6: CURRICULUM]

[Version to be developed for each school showing curriculum on which SoA is based and inserted for signing.]

[APPENDIX 7: FIXED EQUIPMENT TO BE MOVED INTO NEW BUILDINGS]

[This Appendix is to list fixed equipment that is to be moved, eg. lathes.]