

legally privileged and confidential

## Memorandum of Understanding with schools for the Training Provision of the National Tutoring Programme

Education Development Trust ("**Training Provider**" "**we**", "**us**" or "**our**") has been appointed by the Department for Education ("**DfE**") as the supplier of the training provision of the National Tutoring Programme ("**NTP**"). This Memorandum of Understanding ("**MoU**") governs the basis on which your school ("**School**", "**you**" or "**your**") may participate in the training provision of the NTP. Your participation in the training provision of the NTP shall be considered as your acceptance of this MoU.

This MoU should be reviewed by the School Leader of the School in consultation with those member(s) of staff you deem relevant at the School. Once reviewed by all relevant staff, the School Leader will agree to the MoU on behalf of the school that will be participating for the academic year 2023-24, rather than for themselves as current School Leader. If the School Leader changes within this period, they will need to contact Education Development Trust's Customer Service team ([tutortraining@educationdevelopmenttrust.com](mailto:tutortraining@educationdevelopmenttrust.com)) to change their details and reauthorise themselves as the school's primary contact.

### How this MoU is structured

- Part A of this MoU are the terms that apply to the entirety of your participation in the training provision of the NTP.
- Part B of this MoU are the definitions that apply to the entirety of this MoU.

## PART A: Phase 3 of the NTP

### Introduction

The following introduction is taken from the document: [National Tutoring Programme: guidance for schools 2023/24](#).

The NTP is making subsidised tutoring available to boost progress and support pupils to catch up on education lost as a result of coronavirus (COVID-19). Since 2020, the NTP has provided pupils with one-to-one or small group tuition to support academic catch-up. It has targeted the most disadvantaged and vulnerable children in society. This has been crucial in the aftermath of the pandemic, which impacted the learning of socioeconomically disadvantaged children most acutely. Tuition delivered through the NTP can support catch up in a range of academic subjects and help meet the Parent Pledge, the government's promise to ensure evidenced-based support for any child who is behind in English or maths and needs support to reach their potential. As disadvantaged pupils have been disproportionately impacted by the pandemic, schools should strongly consider targeting their tutoring offer to pupils who are eligible for pupil premium.

The NTP provides schools with funding to spend on targeted academic support, delivered by trained and experienced tutors and mentors. DfE recognise that each school has pupils with varying needs so have developed a tutoring proposition that provides a high degree of flexibility and choice. For AY23/24, there will continue to be 3 types of subsidised tuition that schools can offer

- **School-Led Tutoring:** offering flexibility for schools to use their own staff to provide tutoring, which may involve personnel they currently employ, or staff newly engaged for this purpose (which could include retired teachers, supply teachers, support staff or others).
- *Tuition Partners: external tutoring organisations, quality assured by DfE - not covered by this MoU*
- *Academic Mentors: employed to work as full-time, in-house staff members to provide intensive support to pupils who need it — not covered by this MoU*

## **School-Led Tutoring**

The School-Led Tutoring route offers flexibility for schools to identify their own tutors. These may be people recruited from their own staff, such as classroom teachers or teaching assistants. Alternatively, retired, supply or returning teachers can be brought in to provide tutoring. School leaders are well placed to decide who will be an appropriate tutor with the skills and experience to deliver high-quality tuition to meet the needs of their pupils.

## **Overarching Terms**

### **School Obligations**

1.1. The School shall:

1.1.1. support the Training Provider in its administration of the training provision of the NTP, including provision of all information the Training Provider may reasonably require;

1.1.2. proactively provide the Training Provider with any feedback it receives regarding the training provision of the NTP;

1.1.3. support the Training Provider in seeking feedback on the training provision of the NTP from the School and other individuals connected to the School;

1.1.4. comply with the terms of this MoU, the Handbook and the Platform's terms of use;

1.1.5. allocate a school lead or leads whose responsibility will be to act as a point of contact with us in relation to the training provision of the NTP and, as appropriate to the School's participation in the NTP, for Tutors, pupils & their parents/carers;

1.1.6. select pupils for Tutoring, enrol their tutors on the appropriate training pathway for their experience, subject and phase, make them available for Tutoring and ensure, to the best of the School's ability, their attendance of such Tutoring;

1.1.7. identify the subject(s) pupils will need Tutoring for. Consideration should be given to the aims of the NTP and consider those who are eligible for pupil premium, or those that may have been impacted by disruption to their education;

1.1.8. provide the appropriate environment (including IT equipment and space) within the School to enable the effective and timely delivery of Tutoring;

1.1.9. use the Platform for the purposes of:

- (a) providing management information as required by us from time to time; and
- (b) any such other purposes as are notified in writing to you by us from time to time.

### Confidentiality and Data Protection

1.2 Each Party undertakes that it shall not at any time during this MoU, and for a period of two (2) years after termination of this MoU, disclose to any person any confidential information concerning the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by paragraph 1.3. The School shall not make any announcements or other public disclosures concerning this MoU or any of the matters contained in it.

1.3 Each Party may disclose the other Party's confidential information:

1.3.1. to its employees, officers, sub-contractors, representatives, or advisors who need to know such information for the purposes of carrying out the Party's obligations under this MoU. Each Party shall procure that its employees, officers, sub-contractors, representatives, or advisors to whom it discloses the other Party's confidential information comply with paragraph 1.2; and

1.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

1.4. No Party shall use the other Party's confidential information for any purpose other than to perform its obligations under this MoU.

1.5. Upon termination of this MoU for any reason each Party shall, if requested to do so by the other Party, return or destroy any confidential information belonging to the other Party.

1.6. Both Parties shall comply with all relevant data protection requirements and legislation as applicable to the Parties.

1.7. The data provided will be shared, amongst others, with the National Foundation for Educational Research as the Programme "**Evaluator**". The Evaluator will access the following types of personal data from the Platform:

1.7.1 names and contact details of key school staff at each school;

1.7.2. programme monitoring information, including details of schools (school name, URN, address and phase of education).

### **Force Majeure**

Neither party shall have any liability to the other for delay or loss occasioned by war, strike, lockout, industrial dispute, fire, illness, or any other circumstance which is outside of their reasonable control.

### **Termination**

1.8. This MoU may be terminated with immediate effect by either party if the other is in material breach of this MoU which is incapable of remedy.

1.9. This MoU may be terminated for convenience by the Training Provider giving not less than 30 days prior written notice to the School, or with immediate effect should the DfE end the NTP.

1.10. This MoU shall automatically terminate should the Training Provider cease to be appointed by the DfE as Training Provider of the NTP in which case the School shall consent to the novation of this MoU to any third party nominated by the DfE. The School shall, at its own cost and expense, do all such things necessary to effect such novation.

### **Variations**

Should the terms of the NTP, including the funding arrangements set out above, be amended by the DfE, or the DfE notifies the Training Provider of additional obligations which they require Schools to comply with, the Programme Administrator may vary this MoU to include those amendments. Such variation shall be effective on written notice to the School.

### **Governing Law and Jurisdiction**

This MoU is governed by the laws of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

## Part B: Definitions

The following definitions shall apply to this MoU:

<b>"Handbook"</b>	means the handbook relevant to tutoring the School has selected, which sets out the day-to-day processes and requirements for accessing and using the Platform which is
<b>"Party" or "Parties"</b>	means the Training Provider and/or the School as the context requires;
<b>"Platform"</b>	means the online tuition hub platform which shall arrange and record all training activity in relation to NTP;
<b>"Proposed Tutor(s)"</b>	means the individuals nominated by the School to become SLT Tutors who must first successfully complete the SLT Training;
<b>"SLT Training"</b>	means the online training attended by the Proposed Tutor(s) and delivered by Education Development Trust
<b>"SLT Tutor"</b>	means those staff (or those Proposed Tutors who successfully complete the SLT Training) who will deliver Tutoring at the School, funded by the School-Led Tutoring grant;
<b>"Tutoring"</b>	means a 30 minute or 1 hour session of academic tutoring delivered by a Tutor, as applicable or 1 hour session of academic tutoring delivered by a SLT Tutor;
<b>"Tutors"</b>	means the individual tutors appointed to provide Tutoring

### **The School's Obligations**

1.2.1. ensure that Proposed Tutors are released and/or allowed the appropriate time to attend the National Tutoring Programme Training and complete their examination;

1.2.2. inform us immediately in the event that Proposed Tutors no longer continues with the NTP Training;

1.2.3. ensure that Proposed Tutors who no longer continue with the NTP training complete a short exit survey which outlines details of why they will not be completing training;

1.2.4. ensure that SLT Tutors deliver at least the recommended 12-15 hours of Tutoring to each pupil tutored;

### **The Training Provider's obligations**

1.3. Where the School-Led Tutoring grant is used by Schools on existing staff such as teachers and teaching assistants and such staff are Proposed Tutors, the Training Provider shall:

1.3.1. provide the School with access to the Platform to allow the School to refer Proposed Tutors;  
and

1.3.2. arrange for referred Proposed Tutors to attend and complete the National Tutoring Programme Training, provided that the School has complied with paragraph 1.1.