

1 March 2013 onwards

Service Level Agreement for Spark! Services

between

Hounslow Education Business Charity

and

Partner school

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Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London
EC4M 6YH**

Ref: 208970/0002

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This Agreement coming into effect from 1 March 2013 onwards is made for the delivery of Work Related Learning, Work Based Learning and other employability services between:

Parties

- (1) **Hounslow Education Business Charity** (Company registered in England number: 7409565, charity number: 1138697, Training provider number: 10033962), trading as Spark!, whose registered office is at 108-9 High Street, Brentford, TW8 8AT ("**Spark!**").
- (2) **Partner school** (the "**School**").

Recitals

Spark! has been providing services to local schools since 1980. Recognised as an "excellent" provider by the Institute for Education Business Excellence, Spark! works with education and business to prepare people for working life and enhance their employability through practical, accredited and inspiring work-related experiences. This revised SLA sets out the terms on which Spark! will continue to deliver services for the School.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Business Links Service: the services detailed in clause 2 and Schedule 4.

Charges: the charges for the Services as set out in Schedule 6.

Commencement Date: 1 March 2013.

Employability Hub Services: the services described in clause 2.6 and Schedule 1.

Employer: a business identified by Spark! as a suitable place for a Student to undertake work experience as part of the Services provided by Spark! under this Agreement.

Extra Supported Work Placement Service: the additional service described in the School Co-ordinators Work Experience & Internships Toolkit embedded in Schedule 2.

Extended Work Placement/ Internship Service: the additional service described in the School Co-ordinators Work Experience & Internships Toolkit embedded in Schedule 2.

Financial Year: 1 April to 31 March

Financial Year End Date: 31 March

Industry Insight Days Service: the service which the School may opt to be provided by Spark! as part of the Work Experience & Internship Service.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain

names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Learn About Work: The website (previously called WebView) developed by VeryAn and managed locally by Spark! that enables students to access pre-placement guidance and select Spark! found work placement options.

Parent: a parent or carer of a Student.

Placement: a placement providing Work Based Learning arranged by Spark! with an Employer for an eligible Student.

Placement Support Services: the additional services which may be provided by Spark! under this Agreement to complement or supplement the Standard Work Placement Service, including:

- the Supported Work Placement Service
- the Extra Supported Work Placement Service
- the Specialised Work Placement/ Internship Service; and
- the Extended Work Placement/ Internship Service.

School Day: Monday to Friday, inclusive, excluding bank and public holidays in England and Wales and holiday periods as defined by London Borough of Hounslow and published on the London Borough of Hounslow website.

School's Work Placement and Business Links Leads: the individual(s) appointed by the School in relation to the relevant Services in accordance with clause 4.1.

Services Menu: the menu of services set out in Schedules 1, 2 and 4 and in the Schools Services Guide available at <http://www.sparklondon.org> from which the School can select the Services it wishes to procure from Spark!

Services: any and all services provided by Spark! to the School under this Agreement, including (as applicable) the Work Experience & Internship Service, the Employability Hub Services and the Business Links Service.

Service Manager: Head of, and day-to-day operational manager of, the named service.

Specialised Work Placement Service: the additional service described in Schedule 2.

Standard Work Placement Service: the Standard Work Placement Service to be provided by Spark! under this Agreement as set out in Schedule 2.

Student: a student at the School.

Spark's Manager: Spark's manager for the Services appointed under clause 3.1.3.

Supported Work Placement Service: the additional service described in the School Co-ordinators Work Experience & Internships Toolkit embedded in Schedule 2.

Term: the period from the Commencement Date until termination of this Agreement in accordance with clause 12.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

WEX Factor: the employability skills workshops which the School may opt to be provided by Spark! as part of the Work Experience & Internship Service.

Work Based Learning: typically defined as learning while a person is on a work experience placement, internship or employed. The learning is usually based on the needs of the individual's personal development, and can sometimes lead to nationally recognised qualifications.

Work Experience & Internship Service: the work experience-related services described in Schedules 2 which may be delivered by Spark! to the School under this Agreement. As part of the education of the Students, they typically involve the administration and arrangement of the Students on work placements with host employers for the purposes of the Students' learning, and comprise (as applicable):

- The WEX Factor – Employability Skills Workshops;
- Industry Insight Days; and
- Work Placements and Work Placement Additional Services.

Work Ready/Work Readiness: as defined in the School Co-ordinators Work Experience & Internships Toolkit embedded in Schedule 2.

Work Related Learning: delivered through the Business Links Service and the Wex Factor programme, and typically defined as "Planned activity designed to use the context of work to develop knowledge, skills and understanding useful in work, including learning through the experience of work, learning about work and working practices and learning skills for work".

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

1.4 A reference to **writing** or **written** includes faxes but not e-mail, unless otherwise indicated.

1.5 Where the words **include(s)**, **including** or **in particular** are used in this Agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2. Provision of Services

2.1 The Spark! undertakes to provide the Services upon the terms and conditions of this Agreement. In particular set out in, Schedule 3 'Work experience & Internships

Service compliance with the DCSF work experience quality standard', Schedule 7 'Data protection, transmission and storage' and Schedule 8 'Safeguarding and Health & Safety' respectively. Unless otherwise agreed in writing between the parties, the relevant Services shall be as set out below and in the Schedules to this Agreement.

2.2 Business Links Service – core subscription

The School may opt into the Business Links Service to receive the core level of service. This is made up of:-

- (a) 7 credits of individual School entitlement – activities may be selected from the Services Menu or developed to meet the bespoke needs of the School.
- (b) development with School staff of an annual Business Links programme at the start of the year and review and evaluation at year-end.
- (c) curriculum activities and projects which the Business Links Service develops during the course of the year, some of which may be supported by external funding sources.

Ways of working between the school and our business partners on Business Links activities are set out in Schedule 4.

2.3 Business Links Service – Additional services

The School may wish to access more than 7 credits worth of support from the Business Links Team. In this case the School can agree additional support throughout the year with the Service Manager. This additional support can be selected from the Service Menu or developed with Spark! to meet the bespoke needs of the School.

2.4 Work Experience & Internships Service – core subscription

The School may opt into the Work Experience & Internships Service to receive the core level of service. This is made up of:-

- (a) individual School entitlement up to the value of the annual subscription – services may be selected from the Services Menu or developed with Spark! to meet the bespoke needs of the School.
- (b) development with School staff of an annual Work Experience & Internships programme at the start of the year and review and evaluation at year-end.

2.5 Work Experience & Internships Service – Additional services

The School may wish to access more than value of the core annual subscription from the Work Experience & Internships Service. In this case, the School can agree additional support throughout the year with Spark's Service Manager. This additional support can be selected from the Service Menu or developed with Spark! to meet the bespoke needs of the School.

2.6 Employability Hub Services

The School may from time to time request Spark! to supply any of the Employability Hub Services.

3. Spark's obligations

3.1 Spark! shall:

- 3.1.1 use its reasonable commercial endeavours to ensure that its employees are suitable to carry out and perform the Services with reasonable skill and care and that they are suitably trained and competent to provide the Services to the School;
- 3.1.2 use its reasonable commercial endeavours to align service delivery to the school's relevant development plan objectives; and
- 3.1.3 appoint Spark's Manager who shall have authority contractually to bind Spark! on all matters relating to the Services.

3.2 Spark! shall discharge the further obligations set out in Schedule 2, 3, 7 and 8.

4. School's obligations

4.1 The School shall:

- 4.1.1 co-operate with Spark! in all matters relating to the Services and appoint the School's Work Placement and Business Links Leads in relation to each of the Services, who shall have the authority contractually to bind the School on matters relating to the Services; and
- 4.1.2 provide, in a timely manner, such information as Spark! may reasonably require to provide the Services, and ensure that it is accurate in all material respects.

4.2 The School shall discharge the further obligations set out in Schedule 2, 3, 5, 7 and 8.

5. Charges and payment

5.1 In consideration of the provision of the relevant Services by Spark, the School shall pay the Charges in the ways set out in Schedule 6 (as applicable), provided that the following provisions shall apply to all Services.

5.2 The Services will be charged with reference to the relevant Financial Year.

5.3 Except where termination of a Placement with an Employer or this Agreement is due solely to the fault of Spark, or as otherwise provided elsewhere in this Agreement, all Charges shall be non-refundable.

5.4 The School shall pay each invoice submitted to it by Spark, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by Spark.

5.5 Spark! will invoice the School for core service subscriptions at the start of the financial year (i.e. April/May) and invoice for additional services on a three or six month cycle, depending on the School's preferences as agreed with Spark!.

5.6 Charges for the Business Links and The Wex Factor Services are subject to the following cancellation charges: less than four weeks notice – 50% of the full cost; and less than two weeks notice – 100% of the full cost.

- 5.7 Charges for the Work Placements and Industry Insight Day Services are subject to the following cancellation charges: less than six months notice – 50% of the full cost; and less than three months notice – 100% of the full cost.
- 5.8 No Work Placement charge will be made to the School for:
- 5.8.1 Placement re-selections caused by a change in the Employer's circumstances before the student goes on placement.
 - 5.8.2 Circumstances where Spark! is unable to find a Placement matching the Student's requirements. The School acknowledges this may sometimes occur and shall not hold Spark! liable to the School in such an event.
- 5.9 A Work Placement charge is payable to Spark! by the School when:
- 5.9.1 An Employer refuses to host a Student on a Placement as a result of an unsuccessful interview with the Student prior to commencing the Placement or where the Student has not made reasonable efforts to arrange an interview.
 - 5.9.2 An Employer is unable to continue a Placement for reasons not due to the Student (e.g. illness, bereavement). In these circumstances Spark! will endeavour to find another Placement for the Student but the School acknowledges this may not be possible and Spark! shall not be held liable if it is unable to find an alternative.
 - 5.9.3 A Student is unwilling to accept a work placement having previously selected it on the Learn About Work website. If the school requests an alternative placement then they will be charged twice for the student. The exception to this is special circumstances where safeguarding or unexpected health and safety issues are identified.
 - 5.9.4 A Student does not return an 'own found' placement form by agreed deadlines, placement quality checks cannot be completed on time and Spark! cannot authorise the placement. In these circumstances Spark! will endeavour to complete the check or find another Placement for the Student but the School acknowledges this may not be possible and Spark! shall not be held liable if this is not possible.
 - 5.9.5 A Student does not attend a placement.
- 5.10 If the School operates a purchase order system, the School must supply suitable purchase order references to Spark! to allow all validly issued invoices to be processed promptly. Spark! will typically give 30 days for an invoice to be settled, which will be clearly stated on the invoice.
- 5.11 Without prejudice to any other right or remedy that it may have, if the School fails to pay Spark! on the due date, Spark! may:
- 5.11.1 charge interest on such sum from the due date for payment at the annual rate of 2% above the base rate from time to time of NatWest Bank plc, accruing on a daily basis and being compounded quarterly until payment is made; and
 - 5.11.2 suspend all Services until payment has been made in full.

- 5.12 All sums payable to Spark! under this Agreement shall become due immediately on its termination, despite any other provision. This clause 5.12 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 5.13 The parties agree that Spark! may review and increase its Charges, provided that such Charges cannot be increased more than once in any Financial Year. Spark! will give the School notice in writing (by post or email to the head teacher) of any increases in Charges for the subsequent Financial Year by the end of October in the previous Financial Year.
- 5.14 All Charges are exclusive of VAT (if applicable).

6. Intellectual property rights

- 6.1 As between the School and Spark!, all Intellectual Property Rights and all other rights in the Services or the products of the Services shall be owned by Spark!. Spark! hereby licenses all such rights in any products of the Services (if any) to the School free of charge and on a non-exclusive basis to such extent as is necessary to enable the School to make reasonable use of the same.

7. Confidentiality

- 7.1 The parties shall ensure that all Confidential Information is only used for the purposes of this Agreement and shall not be disclosed to any third party except with the prior written agreement of the other party.
- 7.2 In this clause, "Confidential Information" means any information obtained under this Agreement or relating to this Agreement, including all information of a confidential nature and information of any kind relating to a party's business activities, practices, finances, strategic plans, ideas, designs, technical or commercial know-how, specifications, inventions, processes or initiatives and innovations, but not including information:
- 7.2.1 In the public domain (otherwise than by breach of this Agreement);
 - 7.2.2 In the lawful possession of the receiving party before the date of this Agreement (other than through liaison between the parties before and in anticipation of this Agreement);
 - 7.2.3 Obtained from a third party free to divulge it;
 - 7.2.4 Required to be disclosed by a court or other competent authority; or
 - 7.2.5 Properly disclosed on a confidential basis to employees, officers, representatives, advisers, agents or subcontractors of the respective parties, who need to know such information strictly for the purposes of carrying out the receiving party's obligations under this Agreement.
- 7.3 Each party shall ensure that its respective employees, officers, representatives, advisers, agents and subcontractors to whom it discloses any Confidential Information comply with this clause 7.

8. Data Protection and Safeguarding

Spark! shall ensure that all staff and other individuals engaged on its behalf in connection with delivery of the Services comply with the provisions of Schedules 7 and 8 in respect of data protection and safeguarding.

9. Programme evaluation and review

9.1 The parties shall cooperate to meet at least annually – ideally twice a year – to review the arrangements under this Agreement with a view to discussing and resolving any issues which may have arisen during the relevant period and improving the future delivery of the Services.

9.2 The School will communicate to Spark! the details of any Placement where, from the evidence gathered from the Student, the quality of the experience is insufficient so that Spark! can liaise with the relevant Employer as necessary.

10. Dispute resolution and complaints

10.1 If a dispute, disagreement or complaint (a “Dispute”) arises in connection with this Agreement, the parties shall attempt to settle it by negotiation in accordance with the procedure set out below.

10.2 Any Dispute arising shall first be addressed to School’s Work Placement and Business Links Lead(s) and Spark!’s Manager who shall liaise in good faith to seek prompt resolution of the Dispute.

10.3 If the Dispute has not been resolved within 10 working days, the matter shall be referred to be resolved by direct liaison between the senior officers representing both parties.

10.4 If the Dispute has not been resolved by such senior officers within a further 10 working days, at the option of either party the matter may be referred, within a further 5 working days, to mediation in accordance with the Model Mediation Procedure for the time being of the Centre for Effective Dispute Resolution (“CEDR”).

10.5 If the Dispute is referred to CEDR, the parties shall engage with the Model Mediation Procedure in good faith and neither party may start legal proceedings until such procedure is complete.

10.6 This clause shall not apply after a notice of termination has been served in accordance with clause 12.2.

11. Limitation of liability

11.1 This clause 11 sets out the entire financial liability of Spark! (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the School in respect of:

11.1.1 any breach of this Agreement however arising;

11.1.2 any use made by the School of the Services and any products of the Services;
and

- 11.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 11.3 Nothing in this Agreement limits or excludes the liability of Spark! for death or personal injury resulting from negligence or for any damage or liability incurred by the School as a result of fraud or fraudulent misrepresentation by Spark!.
- 11.4 Subject to clause 11.3, Spark! shall not under any circumstances whatever be liable for:
 - 11.4.1 any loss or damage suffered as a result of any Student's behaviour, failure to contact the Employer or attend his or her Placement, or any of his or her acts or omissions (whether during a Placement arranged under this Agreement or otherwise);
 - 11.4.2 any loss of profits, loss of business or loss or corruption of data or information (including of any personal data relating to the Students); or
 - 11.4.3 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 11.5 Subject to clause 11.3, Spark's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the Charges paid for the relevant Service out of which the liability arose for the Financial Year in which the liability was incurred.

12. Termination

- 12.1 This agreement shall continue in force from the Commencement Date until and unless terminated under this clause.
- 12.2 Either party may terminate this Agreement by giving the other not less than four (4) months' written notice before the next Financial Year End Date, in which case the Agreement will end on such date.
- 12.3 Either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:
 - 12.3.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
 - 12.3.2 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 12.3.3 the other party becomes insolvent or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or
 - 12.3.4 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

- 12.4 Where Spark! withdraws a Student from a Placement with an Employer for health and safety reasons or due to the Placement being in Spark!'s opinion otherwise unsuitable for the Student, Spark! reserves the right to terminate the Services in respect of that Placement immediately on notice in writing to the School. In such circumstances, Spark! may in its sole discretion endeavour to locate an alternative Placement for the Student but the School acknowledges this may not be possible and Spark! shall not be held liable in any way if it is unable to do so.

13. Consequences of Termination

- 13.1 On termination of this Agreement for any reason:
- 13.1.1 the School shall immediately pay to Spark! all of Spark!'s outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Spark! may submit an invoice, which shall be payable immediately on receipt; and
- 13.1.2 clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 7 (Confidentiality), clause 11 (Limitation of liability), clause 10 (Dispute resolution) and clause 23 (Governing law and jurisdiction).

14. Force majeure

- 14.1 No party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by an event beyond its control.
- 14.2 A party experiencing an event beyond its control shall give the other parties full particulars of the circumstances and use all reasonable endeavours to resume performance as soon as possible.

15. Variation

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. Waiver

- 16.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 16.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

17. Severance

- 17.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

17.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. Entire agreement

18.1 This Agreement is the exclusive statement of the agreement between the parties in relation to the Services supersedes all previous communications, representations, arrangements and agreements between the parties in relation to those matters.

18.2 No party has relied on (and hereby waives all right to make a claim in respect of) any representation, arrangement, understanding or agreement not expressly set out in this Agreement.

19. No assignment or subcontracting

The School shall not transfer or assign, directly or indirectly, to any person or persons, the whole or any portion of this Agreement, or any benefit or interest herein, without prior written permission of Spark!.

20. No partnership or agency

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Rights of third parties

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

22. Notices

22.1 A notice given to a party under or in connection with this Agreement:

22.1.1 shall be signed by or on behalf of the party giving it;

22.1.2 shall be sent for the attention of the person, at the address or fax number or email address specified in this clause (or to such other address, fax number or email address or person as that party may notify to the other, in accordance with the provisions of this clause); and

22.1.3 shall be:

- (a) delivered personally; or
- (b) sent by commercial courier; or
- (c) sent by fax; or
- (d) sent by pre-paid first-class post or recorded delivery; or
- (e) sent by email.

22.2 The addresses for service of a notice are as follows:

22.2.1 Spark:

- (a) address: GSK House, Rm D2-48, 980 Great West Road, Brentford TW8 9GS
- (b) for the attention of: Andrew Dakers
- (c) email: andrew.dakers@sparklondon.org

22.2.2 School:

- (a) address: To be advised
- (b) for the attention of: To be advised
- (c) email: To be advised

22.3 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

22.3.1 if delivered personally, at the time of delivery; or

22.3.2 if delivered by commercial courier, at the time of signature of the courier's receipt; or

22.3.3 if sent by fax, at the time of transmission; or

22.3.4 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or

22.3.5 if sent by email, at the time of receipt.

22.4 For the purposes of this clause; if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

22.5 To prove delivery, it is sufficient to prove that:

22.5.1 if sent by fax, the notice was transmitted by fax to the fax number of the party; or

22.5.2 if sent by pre-paid first class post, the envelope containing the notice was properly addressed and posted; or

22.5.3 if sent by email, the email was properly addressed and sent.

23. Governing law and jurisdiction

This Agreement is governed by and shall be construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Employability Hub Service specification

The Spark/IEBE Employability Hub service is made up of:

IDEAS AND ACTION PLANNING

A simple and straight forward process to ensure that you have a clear plan for developing your students' employability skills throughout their time at your school – and that you are building the most effective business partnerships with the support of Spark.

Step 1: Half day workshop – Review your current programme and needs, look at examples of best practice and excellence elsewhere, generate new ideas and develop an action plan against the Business Ready™ framework. In 2012 we are partnering with Business in the Community, the UK's leading corporate responsibility charity and developer of the Business Class model for deepening business partnerships with schools. A BITC consultant will specifically lead on presenting examples of best practice at the workshop from across London and the UK.

Step 2: Consolidating and writing up Employability Strategy – Over the following two weeks Spark! will write up the workshop outputs drafting and Employability Strategy for your school, looking out over up to 3 years, and establishing performance metrics. The draft will then be sent to your school for further refinement.

Step 3: Review and finalise – Spark! will come back into your school to review and finalise the strategy and discuss any immediate actions arising. The strategy should put your school on an immediate pathway to securing a minimum pass at the Business Ready™ quality mark assessment.

MASTERCLASSES

IEBE Masterclasses are aimed at anybody wishing to develop their knowledge, skills and understanding in the professional practice of improving young people's employability. To support both individual accreditation and the organisational standards, we have worked with leading experts to develop 10 unique facilitated learning sessions typically lasting 2 hours, based around the five key characteristics of an effective professional practitioner. In West London we deliver the full programme on a cycle:

Informed about policy and legislation

M1: Government policy

M2: Curriculum developments

M3: Qualification developments

Relevant and able to apply labour market intelligence

M4: Labour market intelligence

Responsible in safeguarding young people

M5: Safeguarding young people

Reflective and able to evaluate their success and maximise their impact

M6: Maximising impact

M7: Review & evaluation

M8: Self-development

Connected through networking and relationships

M9: Communication & networking

M10: Developing relationships

BUSINESS READY QUALITY STANDARD

Business Ready™ is the quality standard against which to assess and recognise the quality of schools' involvement in young people's learning. It identifies the core attributes that schools need in order to offer effective support to young people, and help them prepare for a productive and fulfilling adult life.

IEBE PROFESSIONAL MEMBERSHIP

IEBE professional membership sets the standards for education business practitioners working in schools, colleges, businesses and specialist providers. Practitioners are assessed against a Body of Knowledge that represents the broad requirements of those who design, help to organise and/or participate in high quality education business activities, providing clear benefits for young people.

The accreditation process varies depending on the level (Associate, Member or Fellow), but generally consists of providing evidence that the individual is working to an agreed level of competence, using a 'case study' approach. There is no requirement for reaccreditation, although on-going accreditation is dependent on continuing membership of IEBE.

Schedule 2 Work Experience & Internship Service specification (The Wex Factor, Industry Insight Days and Standard Placement Service)

INTRODUCTION

Spark! recommend your School's Work Experience & Internship programme includes a mix of activities appropriate to your students' needs made up of:

- **The Wex Factor** – To ensure that students are Work Ready and have the necessary workshops and individual consultations to prepare for a successful placement or job application, including interview preparation and Health & Safety awareness. Employability competencies will also be introduced to the students through modules at level 1, 2 or 3. Refer to the Spark! Schools Services Guide 2012/13 for specifications.
- **Industry Insight Days** – An alternative to the placements model, particularly suited to KS4. Refer to the Spark! Schools Services Guide 2012/13 for specifications.
- **Placements** – whole year group and/or targeted groups at KS4 or KS5. Some schools will feel KS4 remains the right model for their students, whilst others are moving to a KS5 focus for student placements. Students can go out on Standard, Specialised, Supported or Extended Placements and Internships. A detailed process specification is set out below.

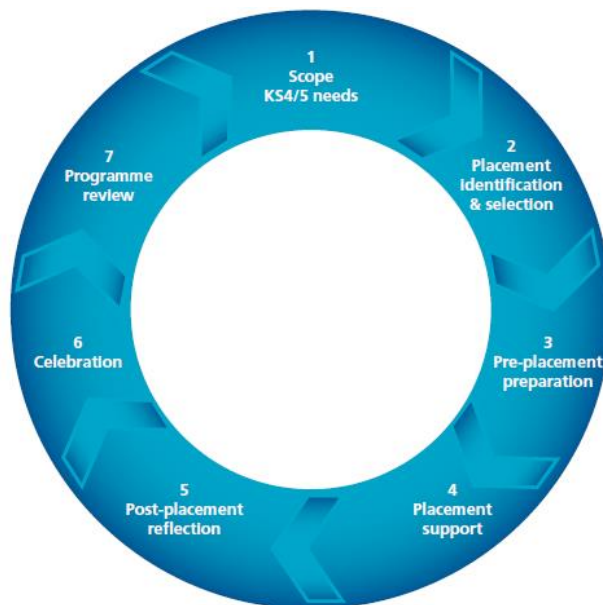
PLACEMENT SERVICES

Spark! shall provide Placement Services to the School as set out in:

- a) The School Co-ordinators Work Experience & Internships Toolkit; and
- b) The Work Experience & Internship Process Flowchart.

These are embedded at the end of this Schedule. To the extent that there is any discrepancy or conflict between the provisions described in the toolkit and set out in the Placement Process Flowchart, the provisions of the latter shall prevail. The process is summarised in the 'wheel' below.

Work Experience & Internship process wheel



School Co-ordinators Work Experience & Internships Toolkit



Spark001 - School
Co-ordinators Work E

The Work Experience & Internship Process Flowchart



Spark002 - Work
Experience & Interns

See also schedules 3, 7 and 8.

Schedule 3 Work experience & Internships Service compliance with the DCSF work experience quality standard (2008)

Element One – Policy		
	Criteria	Who is responsible
1A	<p>Work experience policy forms part of the school/ college development plan, and is regularly reviewed and updated.</p> <p>Spark! support approach: We can support schools in developing their work experience policy through our Employability Hub programme.</p>	School/college
1B	<p>The school/college has committed senior managers who understand their legal and moral duties in relation to work experience.</p> <p>Spark! support approach: We can provide senior managers with a briefing note and/or masterclass on their legal and moral duties.</p>	School/college
1C	<p>School/college governors are committed to work experience and understand their liabilities.</p> <p>Spark! support approach: We can provide school/ college governors with a briefing note and/or masterclass on their liabilities in relation to work experience.</p>	School/college
1D	<p>The school/college ensures that there are adequate resources for work experience in terms of staff time and budget allocation.</p> <p>Spark! support approach: We could conduct a bi-annual benchmarking exercise to compare the amount of staff time each school is allocating internally to their work experience programme(s).</p>	School/college
1E	<p>Service level agreements with any organisers external to the school are in place and reviewed regularly to take account of any curriculum, legal or guidance changes.</p>	School/college
1F	<p>Education Business Partnership Organisations have a policy for appraisal of members of staff which includes appropriate and specific training for teams and individuals.</p> <p>Spark! implementation approach:</p> <ul style="list-style-type: none"> • We follow HSE advice that competent staff should: <ul style="list-style-type: none"> ○ have a reasonable understanding of health and safety law relevant to the nature of the work placements they are assessing; ○ be able to identify basic health, safety and welfare defects; ○ be familiar with and fully understand Spark's policy, organisation and arrangements for health and safety on work experience; ○ be aware of their own limitations and know where to get advice or information about health and safety issues. • We are a member of the London Education Business Partnership (EBP) Group and founder member of the London West EBP Group. As such, our senior staff attend meetings that look at policy and implementation of safe and effective work experience visits for students and the strategies of working across 32 London boroughs. This is to ensure visits are carried out in a timely, competent and cost effective manner and duplication of employer meeting time is kept to a minimum. 	Education Business Partnership Organisation

	<ul style="list-style-type: none"> Staff (or sub-contractors) whose principal role is to undertake work experience placement visits are trained to a minimum of IOSH 4 day Managing Health and Safety course which is run by specialists in Work Experience visits. They are required to attend update their competency-based training as appropriate. In addition to the formal qualifications staff undertaking work placement visits are given on the job training by carrying out visits with the Service Manager or another member of staff who has had extensive visit experience before they are allowed to carry out visits on their own. Office staff carrying out work experience placement work are trained to IOSH Working Safely 2 Day course and also where possible hold the British Safety Council Level 1 Award in Health and Safety in the Workplace. Annually the Service Manager will accompany these staff on visit(s) to employer premises to observe the manner in which they carry out the inspections as part of their Appraisal process. Further training and feedback is provided if the need arises. Samples of work entered onto VeryAn Workplace by the team are sampled by the Service Manager for the efficacy of the work that is being done. Refresher training is carried out regularly by attendance at health and safety policy update meetings, as well as sessions in West and Central London which the relevant staff members of EBPs attend as appropriate. 	
1G	<p>Equal opportunities are promoted and gender stereotyping challenged.</p> <p>Spark! implementation approach: We have codified our support for equal opportunities in our staff handbook policy – and put this into practice through all the work based and work related learning initiatives that we run.</p>	School/ college/ Education Business Partnership Organisation
1H	<p>All parties fulfil legal requirements and recognised guidance for work experience.</p> <p>Spark! implementation approach: We work actively to integrate all legal requirements and guidance into our SLAs with schools and business processes.</p>	School/ college/ Education Business Partnership Organisation/ employers

Element Two – Roles and Responsibilities		
	<i>Criteria</i>	<i>Who is responsible</i>
2A	School/college staff have specific and clear responsibilities for work experience administration and organisation. A member of the teaching staff manages learning outcomes and curriculum support.	School/ college
2B	Service level agreements between EBPOs and schools/colleges stipulate clear lines of responsibility for all parties. Spark! implementation approach: Our SLA with schools/ colleges is designed to provide clarity regarding responsibilities. We welcome suggestions for improvements.	School/college/Education Business Partnership Organisation
2C	Parents and carers are involved in the choice of placement including giving their consent.	School/college/parents/carers
2D	Employers are given all relevant information about any special needs or medical conditions the learner may have and which might impact on the health, safety and welfare	School/ college/ parents/ carers/ Education Business Partnership Organisation

	of the learner in the placement, co-workers and the public. Spark! implementation approach: It is vitally important that this information is provided to Spark! by the parents/ carers and/or school so we can ensure help ensure that the employer is briefed and an appropriate placement identified.	
2E	Employers understand they are responsible for the health, safety and welfare of the learner during the placement and that the school/college retains a duty of care. Spark! implementation approach: We incorporate the responsibilities for the health, safety and welfare of the learner that employers are taking on in our Letter of Agreement with employers.	Employers/ school/ college/ <i>Education Business Partnership Organisation</i>
2F	Education Business Partnership Organisations are used to provide expert support to schools and employers in developing and maintaining an effective partnership between schools, colleges and employers. Spark! support approach: We provide this expert support on a day-to-day basis, as well as through our advisory board, masterclasses and stakeholder guides to the work experience process.	School/college

Element Three – Planning		
	Criteria	Who is responsible
3A	Learners participate in the process of identifying the types of placement that will meet their learning needs, including any employability and enterprise skills needs, capabilities and ability to get to and from the placement. Spark! support approach: We will usually come into schools at the start of any work placement identification process. At this point we can, if required, provide support to help learners identify the types of placement that will meet their learning needs.	School/college (<i>Education Business Partnership Organisation if part of service level agreement</i>)
3B	The school/college and employer work together to prepare for the placement including discussing the learning objectives, including any employability and enterprise skills needs, of the placement in advance of it starting. Spark! implementation approach: We seek to identify learning objectives and any employability and enterprise skills needs in Role Descriptions for placements that learners can access when selecting a placement on the Learn About Work website.	School/college (<i>Education Business Partnership Organisation if part of service level agreement</i>)
3C	Learners receive information, advice, and guidance about suitability of placement choices. Spark! support approach: We would expect the school work experience co-ordinator to undertake a final check of suitability of work placements selected by learners/ Learn About Work.	School/college (<i>Education Business Partnership Organisation if part of service level agreement</i>)
3D	Learners are effectively briefed before the placement, including health and safety as part of work experience preparation. Spark! implementation approach: Depending on school requirements/SLA, we can either run this pre-placement session for the school or provide school staff with appropriate resources.	School/college/Education Business Partnership Organisation
3E	The EBPO operates checks in line with HASPS standards. Spark! implementation approach: <ul style="list-style-type: none"> All health and safety assessments of employers and their workplaces are arranged to meet the London 	Education Business Partnership Organisation

	<p>EBP Network Safe Learner standard (tbc).</p> <ul style="list-style-type: none"> The London EBP Network recommended Health and Safety Procurement Standards (HASPS) forms (tbc) are used to collect information on health and safety and also the job descriptions on offer. Copies of information gathered are then sent to the employer for their information after the information is entered onto the VeryAn Workplace database. If there is any doubt about the Health and Safety or risk assessments for the placement, advice is sought from Tony Johns the leading expert on work experience and the law or an expert member of the Spark! Advisory Board with appropriate vocational experience. 	
3F	<p>The employer holds employers' liability compulsory insurance and public liability insurance and has advised their insurers they are involved in work experience schemes.</p> <p>Spark! support approach: We seek confirmation from employers annually of their current policy numbers, insurer and that they have advised their insurers of involvement in work experience schemes.</p>	Employers/ <i>Education Business Partnership Organisation</i>
3G	<p>The placement job descriptions are comprehensive and include "hands on" meaningful tasks. A job description is issued to the learner, parent, employer and placement supervisor before the placement starts.</p> <p>Spark! implementation approach: The job descriptions are drafted by Spark with employers off the back of placement quality checks/ visits.</p>	Education Business Partnership Organisation/Employers/Learners/ Parents/carers
3H	<p>Progression is built in for post-16 learners taking account of earlier experience of work, including part time and voluntary work.</p>	School/college/learners
3I	<p>Special needs learners are carefully matched to placements by experienced staff and effectively supported during their placement.</p> <p>Spark! implementation approach: If requested we can work with schools on placement matching for special needs learners.</p>	School/college and Education Business Partnership Organisation if involved in the matching process
3J	<p>Parents are notified of the specific arrangements for their child's placement, including dates, work times, dress code, contact details, location and activities to be undertaken.</p> <p>Spark! implementation approach: We include all this information in the learner and parent/ carer pre-placement briefing pack. At the start of the process they receive a placement and data agreement which is returned to Spark! via the school.</p>	School/college/ <i>Education Business Partnership Organisation</i>
3K	<p>Emergency contact arrangements are in place between the appropriate parties, including out of school hours provision.</p> <p>Spark! implementation approach: Spark provides a 24hr helpline for employers as an alternative to contacting the school if required.</p>	Schools, Parents/carers, Employers/ <i>Education Business Partnership Organisation</i>
3L	<p>Schools/colleges and employers are aware of the requirements relating to the learner being appraised of:</p> <p>(a) the significant risks of the work; (b) the control measures to reduce the risks; and (c) where learners are below the minimum school leaving age the placement is required to also inform the parents/ carers – all before they start work.</p> <p>Spark! implementation approach: We include all this information in the learner and parent/</p>	Employers/parents – might be through an Education Business Partnership Organisation or school or college

	carer pre-placement briefing pack; as well as the employer pre-placement briefing.	
3M	Learners are provided with a means of completing a record of the tasks, achievements and challenges of their placement. Spark! support approach: We can provide schools with branded work experience diary templates and/or student accounts on StudentStudio (a work experience blogging site)	School/ college (<i>Education Business Partnership Organisation if part of service level agreement</i>)

Element Four – Delivery

	Criteria	Who is responsible
4A	Competent people support learners at all times during their placement.	Employers
4B	Learners are given clear instructions about what they are being asked to do during the placement. Competent people check they understand, bearing in mind the learners age, experience and maturity.	Supervisor/learners
4C	The employer or representative will conduct an induction on the first day of the placement including health and safety matters. This will include the location of the welfare facilities and evacuation procedures. Spark! support approach: In our Employer guide to Work Experience we include guidance on first day inductions.	Employers/ <i>Education Business Partnership Organisation</i>
4D	The employer supports the learner in recognising and developing the skills and qualities regarded as important in the workplace. There should be a structured programme with variety and a number of “hands on” meaningful tasks. Spark! support approach: We can provide access to sector specific guidance on tasks through the StudentStudio website for employers and learners.	Employers/ <i>Education Business Partnership Organisation</i>
4E	Learners, supported by employers, compile a record of tasks, achievements and challenges during their placement. Spark! support approach: We can provide access to the StudentStudio (blogging) website for employers and learners or a work experience diary template.	Learners/ Employers/ <i>Education Business Partnership Organisation</i>
4F	Learners behave in ways appropriate to the workplace and follow the instructions given to them by the employers.	Learners
4G	The school/college supports and monitors all types of placement through visits and/or telephone contact with both the workplace supervisor and the learner to discuss achievements, challenges, and to resolve issues.	School/college

Element Five – Review

	Criteria	Who is responsible
5A	Feedback from employers, parents and learners is gathered and concerns and/or issues raised are followed up and resolved. Spark! implementation approach: We send placement review forms to employers and learners (not parents), and then review emerging themes. Specific issues are followed up and resolved as required whenever possible.	School/college/ <i>Education Business Partnership Organisation</i>
5B	Employers contribute to end of the placement reviews in discussion with the learner to record achievements and areas for development.	Employers/learners/ <i>Education Business Partnership Organisation</i>

	Spark! support approach: In the next edition of our Employers guide to work experience we will encourage them to discuss their feedback with the learner before the end of their placement.	
5C	Learner debriefings take place to review the extent to which learning aims have been met, employability skills developed and to make links back to curriculum subjects.	School/college/learners
5D	Employers are given feedback about the outcome of the placement including the extent to which learning aims were met, employability skills developed and any other results.	Learners
5E	Evaluation outcomes from schools and colleges, learners and employers are used as part of review processes to inform the next cycle of business planning. Spark! implementation approach: <ul style="list-style-type: none"> • Spark! holds the IEBE's Award for Education Business Excellence. A clear commitment to continuous improvement is integral to holding the award. • We hold annual service review meetings with all partner schools. 	School/ college/ Education Business Partnership Organisation
5F	Positive work experience achievements are celebrated within the school, with employers, and with parents and carers. Spark! implementation approach: <ul style="list-style-type: none"> • We supply all schools with certificates for young people that successfully completed their placement. • If schools hold celebration events, we are happy to participate, or assist with event design and planning. 	Schools/college/learners/ Education Business Partnership Organisation/parents
5G	Good practice is identified during the process of review and shared with others. Spark! implementation approach: We can enable sharing of best practice through local 14-19 partnerships, our Advisory Board, London EBP networks and national bodies.	Schools/ Colleges/ Education Business Partnership Organisations

Element Six – Systems and Processes		
	Criteria	Who is responsible
6A	Schools, colleges and Education Business Partnership Organisations work together to forecast learner demand and to plan placements throughout the year in order to make best use of the placements available. Spark! implementation approach: At the start of the school's annual cycle the EBP service manager will discuss learner placement demand and plan the identification of placements in line with needs.	School/college/Education Business Partnership Organisation
6B	Employers are provided with timetables and schedules for school and college work experience programmes Spark! implementation approach: Each Autumn we send out a calendar to local employers seeking support for all partner schools work placement programmes. This mailshot is sometimes repeated mid-year if required.	School/college/Education Business Partnership Organisation
6C	Systems and procedures are in place to ensure effective communication between work experience co-ordinators and others involved in work experience within the school/college.	School/college
6D	Processes are in place to match learners to placements that meet their learning needs, capabilities and the practicalities of getting to and from the placement. Spark! implementation approach: This usually rests with the school/ college, but we can provide more hands on support in matching when required.	School/college and /or Education Business Partnership Organisation

6E	<p>There is a robust system to manage the approval of placements in terms of health, safety and learner welfare.</p> <p><u>Spark! implementation approach:</u> We approve placements for schools in terms of health, safety and learner welfare. Where we cannot approve a placement, this is communicated in writing to the school and employer.</p>	School/college and or Education Business Partnership Organisation
6F	<p>Systems are in place to check and record that all learners have received a briefing, including health and safety, prior to placements commencing.</p>	School/college
6G	<p>Safeguarding systems and procedures are in place and where appropriate Criminal Record Bureau and ISA (Independent Safeguarding Authority) checks are undertaken in line with national guidance.</p> <p><u>Spark! implementation approach:</u> We have safeguarding policy and systems in place. New staff are inducted into our approach, which is aligned to the local authority. For short work experience placements CRB/ISA checks are not typically required.</p>	School/college/Education Business Partnership Organisation
6H	<p>Systems and procedures are in place to investigate any accidents or incidents in accordance with health, safety and welfare assessment for work experience placements.</p> <p><u>Spark! implementation approach:</u> Through our Employer pre-placement assessments, we will ensure the Employer is aware of this responsibility.</p>	School/college/Education Business Partnership Organisation/ Employer
6I	<p>Processes are in place to ensure that employers understand the risk assessment requirements and where the learner is under the minimum school leaving age these are communicated to the parents.</p> <p><u>Spark! implementation approach:</u> We communicate risk assessment requirements through the Letter of Agreement with employers, correspondence and/or quality assurance visits.</p>	Employers (supported by EBPOs, schools and colleges)
6J	<p>Systems and procedures are in place to handle, record and process feedback and complaints from employers and others involved.</p> <p><u>Spark! implementation approach:</u> We have a clear system for handling stakeholder feedback and complaints which is set out in our staff handbook.</p>	School/college/Education Business Partnership Organisation
6K	<p>Systems and procedures are in place to assess that the quality of any Education Business Partnership Organisation used to support work experience is to the satisfaction of the school/ college.</p>	School/college
6L	<p>Systems and processes are effective in providing learners with a supply of work experience placements that meet their needs.</p> <p><u>Spark! implementation approach:</u> Systems and processes are reasonably effective but in a climate where more young people than ever are seeking unpaid work experience and internships it is more important than ever that we keep improving our approach.</p>	School/college and/or Education Business Partnership Organisation
6M	<p>Marketing and promotional materials are effective and well utilised.</p> <p><u>Spark! implementation approach:</u> Through the web, mailshots and direct contact we are constantly marketing the programme to existing and new employers.</p>	School/college/Education Business Partnership Organisation

Italics – EBPO responsibilities not recognised in 2008 quality standard

Schedule 4 Business Links Service specification

The Business Links Service includes:

- **Enterprise and Industry Challenges** – explore and solve a specific enterprise or sector-based problem.
- **Subject Link Days** – making the connection to the world of work.
- **Entrepreneurship and Innovation Jams** – develop the skills and attributes of future industry leaders and innovators.
- **Higher Education Fair, Careers Fair and Taster Days** – events that can engage your whole school, or several schools in the world beyond the school gate.
- **Mock Interview Day** – a team business volunteers provide mock interviews for a cohort of students with minimal disruption to the timetable.
- **Army Engineering Challenge** – one of our longest running partnerships.
- **Eton Summer School** – a special partnership to inspire and develop your high flying students so they get into the UK's top universities.
- **Sky Hounslow schools programme** – a range of opportunities exclusively offered to local schools through Spark.

Refer to the Spark! Schools Services Guide 2012/13 for more detailed specifications.

New opportunities are introduced to partner schools as they emerge – sometimes these will be available for all schools, but sometimes only for a few. In these instances the Spark! team will prioritise schools by geographical proximity to the location, as well as the schools' strategic priorities. The scope and costs of these opportunities will be agreed in writing by the Business Links team with the school Business Links lead before the school takes up the new opportunity.

Bespoke Employer Engagement and Professional Development – our team can apply decades of experience and mobilise regional and national experts to develop unique solutions for your school and students responding to your work-related learning priorities. The scope and costs of these bespoke employer engagement and professional development activities will be agreed in writing by the Business Links team with the school Business Links lead before Spark! proceeds with work on the project. If the project scope changes, and additional charges may be incurred, these must be agreed in advance by the school before Spark! proceeds with work on the project.

Schedule 5 Working Together Guide: A Guide For Schools Working With Business Volunteers To Support Work-Related Learning

Schools should follow this guidance when working with the Business Links Service to deliver Work Related Learning activities.

Making a booking with Spark! Business Links

- Requests should be submitted to Spark! a minimum of 6-8 weeks in advance of the proposed delivery date – ideally services should be commissioned through an Annual Planning meeting and follow-up discussion.
- Ensure that you are clear on the Booking Form about your expectations and the purpose of the talk / activity.
- Provide provisional dates and times.
- Explain the benefits you are seeking for your students.
- Remember business volunteers are available to support you in the classroom generally NOT to teach the lesson. Business volunteers can relate curriculum subjects to the world of work and to their own career development.

Roles and Responsibilities

- Spark! Business Links team will:
 - use the Booking Form information to engage suitable volunteers. Please be specific if you require a particular business represented.
 - make alternative suggestions, if we cannot engage the specific employer requested.
 - send a 'confirmation' email to the employer, once a match has been found. This will include an overview of the activity and directions to your school.
- School will:
 - provide relevant information to Spark! about the activity we are co-developing and delivering.
 - ensure parking is available for visitors and refreshments are provided for the duration of their stay.

Preparing for your visitor

- Allocate a student / teacher to greet the visitor.
- Establish the business volunteer's role and ensure they are comfortable with it.
- Agree the purpose and the outcome of the activity with the business volunteer.
- Ensure the visitor is aware of students' needs. E.g. any specific learning needs
- Organise any equipment that is required E.g. powerpoint projector

On the day

- Ensure the school office is aware when a visiting employer is coming into the school and meet the employer at reception.
- Ensure suitable refreshments are available and lunch arrangements communicated to canteen.
- Introduce the employer to the students and reinforce the importance of showing respect to visitors.
- Thank visitors for their time and input, and discuss how the session went afterwards if necessary.

Feedback

- Spark! will evaluate the business volunteer experience and feedback to the school.

- The teacher involved is required to complete an evaluation form provided by Spark! and this should be returned within 5 days of the activity.
- Spark! is happy to forward on any thank you letters / emails to the business after the visit.

Please note that NOT all business volunteers will be CRB checked. Therefore, it is vital that the visitor is accompanied by a member of staff at all times during the visit, including being escorted on arrival and off the premises at the end of the session.

For further advice please phone Spark's Business Links team on 020 8047 3350.

Schedule 6 Service Charges

1. SPARK! PARTNERSHIP AWARDS

All Spark! subscriber schools get the opportunity to enter the annual Spark! Partnership Awards at no charge. More information, including application forms, is available on our website www.sparklondon.org and will be circulated to schools in September of each year.

2. EMPLOYABILITY HUB SERVICE

Ideas and action planning – If commissioned, we will invoice schools £1250 for Spark! and BITC workshop facilitation and consultancy. This can either be charged against your Business Links core subscription or invoiced separately.

Masterclasses - If commissioned, Spark! will invoice schools £100 for each teacher/staff member participating on receipt of a booking in writing. 50% is refundable if a cancellation is received in writing a week in advance of the workshop.

Business Ready™ quality mark - If commissioned, registration for Business Ready™ should be placed through Spark, but will be invoiced £500 by the Institute for Education Business Excellence (IEBE). The length of validity of the accreditation is to be confirmed by the IEBE.

Professional membership - Registration for IEBE membership can be placed through Spark, but will be invoiced by the IEBE.

3. VERYAN WORKPLACE AND LEARN ABOUT WORK

All Spark! subscriber schools are charged annually £263 as a contribution towards the costs of the VeryAn Workplace and Learn About Work software systems that underpin our Business Links and Work Experience & Internships services. A discount is secured through Spark's joint procurement arrangement.

4. WORK EXPERIENCE & INTERNSHIPS SERVICE

4.1 Annual core service subscription

The Work Experience & Internship Service specification is outlined in the Spark! Schools Services Guide and schedules 2 and 3 (summary below). Fees per learner are broken down below. The detail of activity is agreed annually between Spark's Service Manager (Patricia King 020 8758 1081) and the nominated school link person.

The annual core service subscription fee is based on one of three models that your school can select:

Model 1	Industry Insight Day	£33 per learner X the number of Y10 learners taken from the January count
Model 2	KS4 full cohort 'standard placement' (1-2 weeks)	£60 per learner X the number of Y10 learners taken from the January count
Model 3	KS5 specialised placements	£99 per learner X a minimum of 60 learners

Additional service fees (outlined below) are charged for services above and beyond the core subscription.

4.2 The Wex Factor – Employability Skills Workshops

If commissioned, these are based on the City & Guilds Employability and Personal Development or ASDAN Certificate of Personal Effectiveness qualifications. Workshops typically last a whole day and prices are based on groups of 20-30 students.

Level 2 modules	£ per learner (non-accredited)	£ per learner (accredited)
Module 1: Skills, qualities and attitudes for work	25	50
Module 2: Career planning and making applications (includes speed networking experience)	25	50
Module 3: Performing effectively at interviews (includes mock interview experience)	25	50
Module 4: Understanding health & safety, your rights and responsibilities	25	50

The full level 2 qualification also requires an accredited work placement to be completed by the learner.

A Level 1 programme can also be costed and delivered on request.

Level 3	Spark! administers qualification	School administers qualification	Module 2 – Prep for work	Module 3 – Career planning	Accredited KS5 work placement	Fee
Full service	✓		✓	✓	✓	£225/learner
Intermediate service	✓		✓		✓	£175/learner
Basic service		✓			✓	£85/learner

The ASDAN qualification fee of £40/learner is not included in the Basic service fees above.

CoPE Module 2 is 'Preparation for Work or Business Enterprise' and ASDAN CoPE Module 3 is 'Career Planning'.

Our Level 3 WEX Factor delivery model assumes that many of the 150 learner hours required will be achieved through community projects and KS5 Business Links activities.

4.3 Industry Insight Days

Where this is not your selected core subscription option, additional fees are charged as follows:

Smaller groups or whole year group*

£33 per learner

* The whole year group (typically 130-260 learners) will usually be split in half and have their Industry Insight Day experience on different days.

4.4 Work Placements

Spark! offer a range of standard and bespoke placements for schools seeking to send whole year groups or targeted groups at KS4 or KS5 to host employers – as well as for learners with specific support needs. Where requirements go beyond your selected core subscription option, additional fees are charged as follows:

			STANDARD	SPECIALISED	SUPPORTED	EXTRA SUPPORTED
			<i>Work Ready</i>	<i>Vocational Curriculum-related</i>	<i>Two or more risk factors</i>	<i>Three or more risk factors</i>
SHORT PLACEMENT	<i>First 1-2 weeks</i>	On-going Employer Recruitment and Retention	✓	✓	✓	✓
		Health & Safety Check and Administration	✓	✓	✓	✓
		Student Interview and Assessment			✓	✓
		Match using Spark! Learn About Work and Brief Employer	✓	✓	✓	✓
		Supported Employer Interview			✓	✓
		£ per learner	£60*	£99	£185	£235
EXTENDED & FURTHER EXTENDED PLACEMENT/ INTERNSHIP	<i>Continuing part-time, 1-2 days per week, ordinarily for 6 weeks periods</i>	Half-termly phone call by Spark! staff		✓		
		Weekly phone call by Spark! staff (email log sent to school)			✓	✓
		On-going mentoring, preparation and support of student			✓	✓
		Half-termly visit by Spark! staff			✓	
		Fortnightly visit by Spark! staff				✓
		Half-termly visit by School staff		✓		
		Additional £ per learner	N/A**	£99	£110	£160

* Standard Placements – Charges remain the same whether placements are Spark! or student found as Health and Safety/ quality checks are required in both circumstances. Typically there is an additional £25 per learner charge if Spark! staff need to visit the student for qualification accreditation purposes.

** All Extended Placements are either Specialised or Supported, i.e. not Standard. These can be increased to 3-4 days per week without charge in exceptional circumstances on agreement of all parties.

All out of local area placements (requiring visits to be commissioned from another EBP) will incur an additional £20/learner charge. There will not be an additional charge to the School if the other EBP is only charging for a database check.

Special schools and Pupil Referral Units should discuss their specific requirements with Spark! staff but typically should take 'Extra Supported' service charges as a guide.

4.4.1 Work Placement Additional Services

To supplement the standard work placement (KS4/ KS5) programme, a number of additional services have been developed in recent years in response to School needs and the need to raise the quality of work experience. These are detailed in the Additional Services menu below, which is mapped against the Work Experience & Internships wheel.

Other support required by the School, but not listed in this menu can be agreed with Spark's Work Experience & Internships Service Manager.

	Service	Fee
Scope programme needs	Work Experience co-ordinator training Co-ordinator H&S awareness sessions	£100 £100
Set placement preferences	Learn About Work and Student Studio training Printing of student/ parent letters	£100 £2.50/learner
Pre-placement preparation	Assembly Parents information evening Out of area placement quality checks See 'The Wex Factor' options above	£125 £175 £20/learner £50/learner (accredited) £25/learner (non-accredited)
Placement support	Studio Studio (online placement support and activities for student and employer) Wex Factor placement diary	£5/learner £3/learner
Post-placement reflection	See 'The Wex Factor' options above	£50/learner (accredited) £25/learner (non-accredited)
Celebration	Award Certificates for student attendance with a completed Employer report In-school celebration event - Daytime or Evening	£1/learner £250-550 depending on requirements
Programme report	Brief or detailed programme analysis	£125 / £250

5. BUSINESS LINKS SERVICE

5.1 Annual core service subscription

The Business Links Service is based on the menu in the Schools Services Guide 2012/13 (summary below). The annual core service subscription fee is £3312.60 plus £1.05 a pupil across the whole of the secondary school and provides your school with 7 credits.

This means-based model is based on the January pupil count provided to Spark! by London Borough of Hounslow. We charge by the financial year (1 April-31 March) and credits cannot be carried over from one year to the next, except occasionally on a discretionary basis.

Business Links Activity	Business Links credits
<i>Enterprise and Industry Challenges</i>	
BP Scientist Challenge	0.5 credits
Carillion Construction Challenge – can be delivered as joint activity between schools or for whole year group	Variable: 0.5-3 credits
Hounslow FutureChef	0.5 credits
Thorpe Park Rollercoaster Challenge	3 credits
Thames Water Reservoir to Tap – can be delivered as joint activity between schools or for whole year group	Variable: 0.5-3 credits
<i>Subject Link Days</i>	
Finance Conference	1 credits
Lawyers in school – can be delivered as half day or whole day activity with targeted or larger groups	Variable: 1-3 credits
Maths Day at Kempton Park	0.5 credits
Spark! Science Day	Variable: 2-3 credits
<i>Entrepreneurship and Innovation Jams</i>	
Typically two half days of delivery, at start and end of a process that may be spread over a week or several months	3 credits
<i>Higher Education Fair, Careers Fair and Taster Days</i>	
Fairs	Typically 3 credits
Sixth Form Induction Days	Variable: 1-3 credits
Taster Days	Variable credits
<i>Mock Interview Days</i>	
Depends on student numbers	Typically 3 credits
<i>Army Engineering Challenge</i>	
Based on brokerage time	Typically 1 credit
<i>Eton Summer School</i>	
Charged on basis of number of school students – an additional charge from Eton may if school numbers are high	1 credit per learner
<i>Sky Hounslow Schools Programme</i>	
Activity charge based on development and brokerage time	Typically 1 credit
<i>Bespoke employer engagement and Professional Development</i>	
Extensive range of options – for ideas see Schools Services Guide	Variable credits

5.2 Additional services

Additional Business Links services above the core subscription are charged at £525 for 1 credit and £263 for 0.5 credits.

The detailed programme of activity is agreed between Spark's Service Manager (Ruby Mir 020 8047 3350) and the nominated school link person.

Schedule 7 Data Protection, Transmission and Storage

1. DATA PROTECTION

Spark! shall comply with its obligations under the Data Protection Act 1998 ("DPA") in relation to any personal data it may process in connection with delivering the Services, including in particular any data relating to any Students of the School. Spark! shall further ensure that its IT support, software and other providers who it engages to assist in the provision of the Services comply with the DPA and do not put the School or Spark! in breach of their respective obligations under the DPA.

The School shall ensure that each Student and their Parent/ Guardian signs a Work Placement and Data Agreement under which the Student and Parent/Carer consent to Spark! and also any of its IT support, software and other providers using and processing any personal data which the School may provide to Spark! for the purposes of Spark! providing the Services and fulfilling its obligations under this Agreement. The School and Spark! shall agree the form and content of the Work Placement and Data Agreement.

The School shall keep any information supplied to the School by Spark! in whatever form (including all information provided from an Employer regarding the performance of a Student on his/her Placement):

- confidential (such information being deemed as Confidential Information for the purposes of clause 7 of this Agreement); and
- secure to at least the same standard as for all information the School holds relating to its Students, and only use and process such information for the purposes of this Agreement and in accordance with the Data Protection Act 1998.

2. DATA TRANSFER

Spark! and the School will cooperate to ensure that:

- any personal Student data files from the School Information Management System (SIM) are encrypted and password protected using the latest version of "WinZip"
- data will be transmitted (uploaded and downloaded) using the highest level of security to a dedicated school storage folder on "DropBox".

3. DATA STORAGE

Spark! will ensure that:

- its IT support provider is contractually required to maintain and regularly update the firewall protecting its network and data server
- remote access to its network by staff is via secure and encrypted virtual private network
- its specialist work placements software provider(s) is/are contractually required to ensure they maintain a high level of security on any web-based services.

Schedule 8 Safeguarding and Health & Safety

SAFEGUARDING

Business Links Service

Spark! will:

- Ensure all Business Links Service staff and sub-contractors are CRB checked at the appropriate level.

Schools will:

- Ensure that volunteers from businesses that support Business Links services are supervised/monitored by a member of School staff whether their involvement in delivery take place on school premises or off site.

Work Placement Services

Spark! will:

- Ensure that all staff and sub-contractors involved in the delivery of the Services are CRB checked at the appropriate level.
- Maintain records on businesses and individuals that present a safeguarding risk to young people going on placements – and advise schools if a placement is inappropriate due to past or new intelligence.
- Notify the school as well as the Local Authority safeguarding lead as soon as an incident is reported. This will handled confidentially following Spark! and local authority policies.

Schools will note that:

- Students remain under the Schools' legal care whilst on Placement.
- All students should be checked on at least once during their Placement by a suitably qualified member of staff.
- The EBP should be notified as well as the Local Authority safeguarding lead as soon as an incident is reported. This should handled confidentially following school and local authority policies.

HEALTH AND SAFETY

Business Links Service

Spark! will:

- Undertake checks for non-School venues for delivery of Business Links Work Related Learning activities inline with the Educational Visits (EV) guidance published on the DfE website (December 2011).
- Make the assessment and any appropriate briefing available to School staff.

The School will:

- undertake all appropriate Health and safety checks for premises under their management hosting Business Links activities.
- Make the assessment and any appropriate briefing available to school staff.

Work Placement Services

Spark! will:

- Check placements found for learners (and 'own found' placements) in line with Health & Safety Procurement Standards (HASPS), working to the London EBP Network guidelines (tbc). As well as undertaking a Risk Assessment in line with the HSE Aide Memoire (<http://www.hse.gov.uk/youngpeople/workexperience/aidememoire1.htm>), Spark!

- will take copies of employer public liability and employers' liability insurance – checking that cover is sufficient.
- Check existing placement opportunities on Spark's database annually, biannually or every four years (depending on their risk profile), updating the Risk Assessment. Secure new copies of employer public liability and employers' liability insurance certificates annually – checking that cover is sufficient.
 - Provide Students and Parents/Carers (usually via the School) with a copy of a Risk Assessment prior to the Placement that shows the significant hazards and risks associated with their Placement and the prohibited activities, prohibited locations and personal protective equipment required to minimise these risks. This will assist Employers to follow the Management of Health and Safety at Work Regulations which incorporate the Health and Safety (Young Persons) Regulations 1997. It should be used in conjunction with the associated job description in preparation for and during the Placement.
 - Follow Educational Visits (EV) guidance published on the DfE website (December 2011) for Industry Insight Days.

The School shall note and reinforce with Students that:

- On the first day of their Placement, Students will be given an induction that will include health and safety.
- At no time will the Student be left alone on the premises.
- Students are legally required to take proper care of themselves and others.
- It is an offence to misuse or interfere with anything provided in the interests of health and safety.
- Students must not enter area designated as off limits or use or interfere with equipment also considered as off limits.
- Students will not be supervised at lunch time and may leave the premises.
- Travel arrangements to and from the Placement are the responsibility of the Student.

Significant Hazards and Control Measures relating to any of the following will be set out in the Placement Risk Assessment:

- Mechanical
- Electrical / VDU
- Chemical
- Atmosphere / Dust
- Working environment
- Smoking / Noise
- Lifting/ Handling
- Medical trauma
- Animals
- Off limits areas
- Child protection
- Off site work / travel / visits
- One-to-one working

Spark! shall notify all Employers that Students are not permitted to undertake any of the following activities on their Placement:

- Collecting money or selling door to door
- Petrol Forecourts
- Selling Lottery Tickets, Alcohol or cigarettes
- In a cinema, bingo hall, night club or pub
- delivering or selling alcohol unless in sealed containers

- In amusement arcades or fairgrounds
- Modelling or in a commercial theatrical performance
- Collecting and sorting rubbish
- To work more than 3 metres off ground level e.g. with Scaffolders/Roofers
- In other over 18 environments e.g. Tattoo parlours/ Piercing studios etc.
- Delivering fuel/oils
- Nail /Tanning Salons

All new Employers will be visited by trained Spark! staff or sub-contractors to ensure placement suitability. Schools will be advised as soon as reasonably practicable if Spark! becomes aware that a Placement proves unsuitable due to nature of the work, location or supervision issues.