

Dated _____ 2013

**(1) The Secretary of State for the Home Department acting
through the Immigration and Nationality Directorate**

and

(2) Learndirect Limited

**CONTRACT FOR THE SUPPLY OF SERVICES RELATING TO THE
ADMINISTRATION OF TESTS FOR NATURALISATION AS A
BRITISH CITIZEN**

This Agreement is entered into on

2013

BETWEEN

(1) The Secretary of State for the Home Department acting through the Immigration and Nationality Directorate of Seacole, 2 Marsham Street, London SW1P 4DF (“the Authority”);

And

(2) Learndirect Limited (Company number 03980770) whose registered office is at Dearing House, 1 Young Street, Sheffield, S1 4UP (“the Contractor”)

WHEREAS:

- i) The Authority requires applicants for naturalisation as a British citizen to demonstrate knowledge of life in the United Kingdom by taking a test referred to in this Contract as a “Life in the UK Test”.
- ii) The Contractor, which is a provider of learning opportunities and believes in promoting lifelong learning and e-government amongst the population of the United Kingdom, has devised an on-line and on-screen “Life in the UK Test” that can be carried out by prospective applicants for citizenship.
- iii) The Authority wishes the Contractor to make these tests available at approved test centres throughout the UK as described in more detail in this Contract and to provide a number of associated services.

The Parties agree as follows:

1. DEFINITIONS

“Additional Services” means the additional services relating to online Candidate registration, test booking and payment application as set out in Additional Services Specification.

“Additional Services Specification” means the description of the Additional Services to be provided by the Contractor contained in Schedule 1B to this Contract.

“Authority Personal Data” means Personal Data processed by the Contractor as part of providing the Services and/or the Additional Services including without limitation, the Personal Data processed by the Contractor in the context of facilitating the Clearance Checks.

“Candidate” means an individual who, in accordance with the Authority’s requirements, is obliged to take a “Life in the UK Test”.

“Clearance Checks” means any police, immigration and/or other security checks in relation to the Test Centre staff that the Contractor agrees to facilitate on behalf of the Authority.

“Data Controller” has the meaning set out in the Data Protection Act 1998.

“Data Processor”	has the meaning set out in the Data Protection Act 1998.
“Life in the UK Test”	means a test designed to assess a Candidate’s knowledge of life in the United Kingdom devised by the Contractor in accordance with the Authority’s requirements and as described further in Schedule 1.
“Key Personnel”	means any person named in the Specification or the Additional Services Specification as key personnel (including Test Operations Manager) or any person who the Authority notifies the Contractor is to be regarded as key personnel during the course of the Services.
“Services”	means the services as described in the Specification.
“Parties”	means the Authority and the Contractor.
“Personal Data”	has the meaning set out in the Data Protection Act 1998.
“Specification”	means the description of the Services to be provided by the Contractor contained in Schedule 1 to this Contract.
“Terms and Condition”	means these terms and conditions for the supply of Services.
“Test Candidate Administration Fee”	Means the portion of the Test Fee to be returned to the Authority by the Contractor in accordance with Condition 8.4.1.
“Test Centre”	means a centre approved by the Contractor at which the Contractor may complete a “Life in the UK Test”.

2. GENERAL

- 2.1 These Terms and Conditions together with the Specification and the Additional Services Specification and the documents referred to therein constitute the contract between the Parties for the Services (“the Contract”).
- 2.2 In the event of any conflict between a clause in these Terms and Conditions and a term of the Specification or the Additional Services Specification, the term of the Specification or the Additional Services Specification shall prevail respectively.
- 2.3 The Contract constitutes the entire agreement between the Parties relating to the Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. However, nothing in the Contract shall limit or exclude any liability for fraud.
- 2.4.1 Nothing in this Contract shall have the effect of making the Contractor an agent, servant or employee of the Authority.

3. THE SERVICES

- 3.1 The Contractor shall provide (and shall be responsible for ensuring that any Test Centre provides) the Services and the Additional Services as set out in the Specification and the Additional Services Specification respectively.
- 3.2 The Contractor shall perform the Services and the Additional Services;
- 3.2.1 with reasonable care and diligence;

- 3.2.2 in accordance with industry best practice and using the best available techniques and standards;
 - 3.2.3 using staff who have appropriate skill, qualifications and experience;
 - 3.2.4 using the appropriate number of staff; and
 - 3.2.5 to the reasonable satisfaction of the Authority
- 3.3 The Contractor shall provide all plant, equipment and material necessary for the performance of the Services except as otherwise agreed with the Authority. All plant, equipment and materials shall be at the Contractor's risk.
- 3.4 The Contractor shall not place or cause to be placed any orders with third parties or otherwise incur liabilities to third parties in the name of the Authority without the prior written consent of the Authority.
- 3.6 The Contractor shall deliver the Additional Services in accordance with the Additional Services Specification.

4. COMMENCEMENT AND DURATION

- 4.1 The Contract shall be deemed to commence on 1st May 2013 and shall continue until 31st March 2016 unless it is extended or terminated in accordance with these conditions.
- 4.2 The Authority shall not appoint any other Contractor to provide the Services or the Additional Services during the period of this Contract.

5. REJECTION OF SERVICES OR ADDITIONAL SERVICES

- 5.1 The Authority may at any time serve a notice on the Contractor notifying it that part or all of the Services or Additional Services do not comply with the Specification or the Additional Services Specification respectively and/or these Terms and Conditions in any material way and/or that the Contractor is in material breach of the Contract.
- 5.2 Following receipt of a notice of rejection of the Services or Additional Services, the Contractor shall have thirty (30) working days) or such other period as the Parties may agree in writing) during which the Contractor shall correct the faults which cause the notice of rejection to be issued.
- 5.3 If the Contractor fails to correct the faults which cause the notice of rejection to be issued to the reasonable satisfaction of the Authority within thirty (30) working days, the Authority shall be entitled to terminate this Contract or any part of the Services or Additional Services.

6. CONTRACTOR PERSONNEL

- 6.1 The Contractor shall make Key Personnel available for the purposes of the Services and the Additional Services and shall not make any changes in the Key Personnel without the prior written approval of the Authority.
- 6.2 As and when requested by the Authority, the Contractor shall provide the Authority with a list of the names and addresses of any person being used in the Services or Additional Services specifying, in each case, the capacities in which they are involved

and giving such other particulars and evidence of identity and other supporting evidence as the Authority may reasonably require.

6.3 The Contractor shall comply with any notice reasonably given by the Authority stating that a person named in the notice is not to be involved any further in the provision of the Services or Additional Services. The Contractor shall replace any such person with someone or equivalent skills and qualifications. Provided always that the Authority agrees that it shall not serve any such notice on the Contractor by virtue of an individual's refusal to undergo Clearance Checks and the Authority shall not require the Contractor to procure for the Authority the identity of Test Centre staff who refuse to undergo such Clearance Checks.

6.4 The Contractor shall not unlawfully discriminate within the meaning of the provisions of any act of Parliament relating to the discrimination in employment. The Contractor shall take all reasonable steps to secure the observance of these provisions by Test Centres.

7. SECURITY AND USE OF AUTHORITY'S PREMISES

7.1 The Contractor shall comply (and shall ensure that Test Centres comply) with the requirements set out in the Specification and the Additional Services Specification in relation to the security of its delivery of the Services and the Additional Services.

7.2 POLICE AND IMMIGRATION CLEARANCE CHECKS

7.2.1 The Contractor will require the Test Centre to ensure that:

- i) In the case of individuals applying to Test Centres to become a Test Supervisor or Test Centre Manager (whether such individuals are existing or prospective members of the Test Centre's staff) ("Applicants"), no such individual becomes a Test Supervisor or a Test Centre Manager or carries out any of the functions, duties or responsibilities of a Test Supervisor or a Test Centre Manager unless he or she has first received clearance from the Authority on the basis of such clearance as may be used by the Authority (or by the Contractor on behalf of the Authority) from time to time ("Clearance") (the fact of or failure to achieve such clearance to be notified to the Contractor by the Authority either in writing or by email as soon as is reasonably practicable). The Authority may, on a case by case basis and at the request of the Contractor, agree to waive the requirement for an individual to have received Clearance prior to that individual carrying out any of the functions, duties or responsibilities of a Test Supervisor or a Test Centre Manager provided that the relevant completed clearance application forms have been received by the Authority in respect of that individual; and
- ii) All current Test Supervisors and Test Centre Manager shall have undergone Clearance.

Provided that the Contractor shall require the Test Centre to advise its existing members of staff that they are entitled to withhold or withdraw consent to undergoing Clearance and that no penalty shall be imposed upon them by the Test Centre or the Authority by virtue of such refusal, except that Applicants shall not be entitled to become Test Supervisors or Test Centre Managers. The Contractor shall require that

each Test Centre ensures that no such penalty is imposed and that each Test Centre shall comply with all of its obligations under the Data Protection Act 1998 that relate to existing and prospective members of its staff. In particular, the Contractor shall require that each Test Centre informs individuals about what information is processed as part of undergoing Clearance and how that information will be used. The Contractor shall inform the Authority of the number of individuals currently employed as Test Centre Managers or Test Supervisors that have refused to undergo clearance.

8. PAYMENT

8.1 The Contractor shall be entitled to charge Candidates a fee ("the Test Fee") for taking a Life in the UK Test in accordance with the provisions of this Condition 8.

8.2 The Authority shall be solely responsible for determining the Test Fee, but shall do so after consultation with the Contractor and the Contractor may make a recommendation as to the Test Fee that it believes to be appropriate.

8.3 The Test Fee shall be £41.67 plus VAT and may be amended by the Authority during the course of the Contract in accordance with Condition 8.2.

8.4 From 27 April 2008 to 30 September 2009 (inclusive), under a contract between the parties governing the period between 1 October 2005 and 30 April 2013, the Contractor retained £0.46 from a licence fee collected from the Test Centres for the use of the Contractor's software for each Life in the UK Test taken (excluding re-sits) to create a development fund ("the Development Fund"). The Contractor is holding the Development Fund on behalf of the Authority to be used at the Authority's discretion. The Contractor will ensure that the Development Fund maintains a balance of [REDACTED] by 'topping up' from the Test Candidate Administration Fee due to the Authority, unless otherwise agreed.

8.4.1 [REDACTED]

8.4.2 The Contractor will submit monthly statements to the Authority detailing the volume of Life in the UK Tests taken during the previous month and the sum of the test Candidate Administration Fees payable.

8.4.3 The Authority will submit an invoice to the Contractor for the sum of the Test Candidate Administration Fees plus VAT if applicable, as stated in each relevant monthly statement on a quarterly basis. The Contractor will pay all valid invoices within 30 days from receipt.

8.5 Clause not used.

8.6 The Contractor shall implement any legislative requirement to account for goods and services in Euros instead of or as well as Sterling at no cost to the Authority. The Authority shall provide all reasonable assistance to facilitate any such requirement.

8.9 Pursuant to the HM Revenue and Customs ("HMRC") ruling in which it was determined that the Life in the UK Test should be standard rated for VAT purposes

from 11 July 2006, the Contractor will charge VAT at the standard rate upon the Test Fee.

9. RECOVERY OF SUMS DUE

9.1 If any sum is recoverable from or payable by the Contractor under the Contract, that sum may be deducted from any sum then due or which at a later date becomes due to the Contractor under the Contract or under any other agreement with the Authority.

9.2 If any sum is recoverable from or payable by the Authority under the Contract, that sum may be deducted from any sum then due or which at a later date becomes due to the Authority pursuant to Condition 8.4(a).

10. AUDIT

10.1 The Contractor shall keep and maintain until five years after the Contract has been completed, records to the satisfaction of the Authority of all expenditures that are reimbursable by the Authority. These records shall include records of the hours worked and costs incurred by the Contractor or any employees of the Contractor in connection with the Services and the Additional Services. The Contractor shall, on request, afford the Authority or any person reasonably specified by the Authority such access to those records as may be required by the Authority.

11. INTELLECTUAL PROPERTY

11.1 The intellectual property rights in the content and "look and feel" of the Life in the UK Test are and shall remain the property of the Authority. The "look and feel" of the Life in the UK Test means the page layout, the style, the format, the structure and the sequence of the test.

11.2 The Authority hereby grants the Contractor a royalty free licence (with the ability to provide sub-licences to Test Centres) to use the intellectual property rights described in Condition 11.1 for the purpose of providing the Services and the Additional Services.

11.3 Any intellectual property rights in the content and "look and feel" of the Life in the UK Test that arise after the date of this Contract shall be assigned to or vest in the Authority.

11.4 Save where the Services or Additional Services use documentation and materials (including hardware and software) supplied by the Authority, the Contractor warrants that none of the documentation and materials used or created as part of the Services or the Additional Services shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.

11.5.1 Subject to Conditions 14.3 and 14.4, the Contractor shall indemnify the Authority against all actions, demands, charges, expenses and costs (including legal costs on a solicitor/Authority basis) which the Authority may incur as a result of or in connection with any breach of clause 11.4.

11.5.2 All intellectual property rights created in the delivery of the Additional Services are and shall remain the property of the Contractor. For the avoidance of doubt, this

does not alter the intellectual property rights identified in Condition 11.1-11.3 which refer to the content and “look and feel” of the Life in the UK Test, which are and shall remain the property of the Authority.

12. HEALTH AND SAFETY

- 12.1 The Contractor shall be responsible for complying with all legislation relating to health and safety. The Contractor shall ensure that all Test Centres comply with health and safety legislation.
- 12.2 The Contractor shall indemnify the Authority in relation to any damage suffered by the Authority as a result of the Contractor or any Test Centre failing to comply with health and safety legislation.

13. DATA PROTECTION AND FREEDOM OF INFORMATION

- 13.1 The Authority acknowledges that the Contractor is acting as a Data Processor for the Authority Personal Data.
- 13.2 The Contractor will process the Authority Personal Data only in accordance with the Contract (as amended from time to time) and the Authority’s instructions and will have taken steps to ensure the reliability of its employees who are used to process the Authority Personal Data.
- 13.3 The Contractor warrants that it has appropriate technical and organisational measure in place to safeguard against any unauthorised access, loss, destruction, theft or disclosure of the Authority Personal Data.
- 13.4 The Authority acknowledges that it is acting as the Data Controller for the Authority Personal Data and warrants that it shall at all times comply with its obligations under the Data Protection Act 1998 in connection with the provision of the Life in the UK Test. The Authority further warrant that compliance by the Contractor with any instructions given by the Authority pursuant to Condition 13.2 including without limitation instruction in relation to the Processing of Authority Personal Data as part of any Clearance Checks, shall not cause the Authority and/or the Contractor (or its sub-contractors) to be in breach of any of the laws of the United Kingdom.
- 13.5 The Authority shall indemnify the Contractor against all claims, demands, actions, costs and expenses (including, but not limited to reasonable legal costs and disbursements) loss and damages arising from or incurred by reason of any breach by the Authority of the warranties contained in Condition 13.4

14. INDEMNITY AND INSURANCE

- 14.1 Subject to Condition 14.3 and 14.4, without prejudice to any rights or remedies of the Authority, the Contractor shall indemnify the Authority against all actions, demands, losses, expenses and costs (including legal costs on a solicitor/client basis) which the Authority may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Services or the Additional Services or any negligence or breach of this Contract by the Contractor.

14.2 The Contractor warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all indemnities under this Contract. At the request of the Authority, the Contractor shall produce the relevant policy of insurance together with evidence of payment of its latest premium.

14.3 The liability of the Contractor to the Authority for any losses, expenses and/or damages sustained by the Authority as a result of:

14.3.1 damage to property caused by the Contractor or

14.3.2 any breach of contract or negligence by the Contractor

shall be limited to one million pounds.

14.4 Nothing in Clause 14.3 shall be taken as limiting or restricting the Contractor's liability in relation to any fraudulent act (whether of the Contractor or a third person) or for personal injury or death caused by the Contractor's negligence.

15. CHANGE CONTROL

15.1 This Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both the Authority and the Contractor.

15.2 The price detailed in any variation (if applicable) shall be the fair and reasonable price taking into account the market price available to the Authority for similar service. The Contractor shall supply the Authority with all information necessary to allow the Authority to ascertain whether the price is fair and reasonable.

15.3 If any change is agreed to anything included in the Specification or the Additional Services Specification, the Authority reserves the right to issue a replacement Specification Additional Services Specification as appropriate. These terms and conditions shall apply to any replacement Specification or Additional Services Specification as if it were the original Specification or Additional Services Specification respectively.

16. ASSIGNMENT AND SUB-CONTRACTING

16.1 The Contractor shall not assign or sub-contract any part of the Service without the written consent of the Authority. Subject to the provision of the Specification and the Additional Services Specification, the Authority acknowledges and agrees that the Contractor may sub-contract part of the Services or Additional Services to Test Centres as described in the Specification or the Additional Services Specification. The Authority further acknowledges and agrees that the Contractor may sub-contract part of its obligations in relation to facilitating Clearance Checks to independent third party consultants approved by the Contractor.

16.2 No sub-contracting of the Contract shall in any way relieve the Contractor of its obligations under the Contract.

17. RIGHT OF THIRD PARTIES

17.1 This Contract shall not create any rights which are enforceable by anyone other than the Parties.

18. TERMINATION

18.1 The Contractor shall notify the Authority in writing immediately if the Company passes a resolution for winding-up or the court makes an administration order or a winding-up order or the Contractor makes a composition or arrangement with its creditors or an administrative receiver, receiver or a manager is appointed by a creditor or by the court or possession is taken of any of its property under the terms of a floating charge

18.2 The Authority shall be entitled to terminate the Contract by notice to the Contractor with immediate effect if:

18.2.1 any of the events described in Condition 18.1 occur;

18.2.2 the Contractor has committed a material breach of this Contract and (if such breach is capable of remedy) has failed to remedy such breach within thirty (30) working days of being required by the Authority in writing to do so under Condition 5;

18.2.3 the Contractor has committed a material breach of this Contract that is incapable of remedy.

18.3 The Authority shall be entitled to terminate this Contract (and shall have no further liability for any costs in relation to the Services or Additional Services or the termination of the Services or Additional Services) at any time by giving to the Contractor not less than ninety (90) days' written notice of its intention to terminate.

19. CONSEQUENCES OF TERMINATION

19.1 On the expiry or termination of this Contract (however caused) the Contractor shall provide the Authority (at an agreed reasonable charge to the Authority) with all reasonable assistance to enable the Authority to make provision for the Services and Additional Services to be continued by the Authority or another contractor. This assistance shall include (but shall not be limited to) assistance enabling the Contractor to use the Life in the UK Test with software other than the software supplied by the Contractor.

19.2 The Contractor shall be solely responsible for all costs including, but not limited to all and any redundancy costs that arise on the expiry or termination of this Contract.

20. NOTICES

20.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and must be delivered in person or sent by post. Communications must be sent to the address set out at the beginning of this Contract (which may be altered at any time by the altering party giving the other Party 15 days' notice of a changed address).

20.2 A notice or communication shall be deemed to have been received two (2) working days after posting in the case of first class delivery and four (4) working days after

posting in the case of second class delivery unless the receiving party proves otherwise.

21. DISPUTES AND MEDIATION

- 21.1 Before resorting to litigation, the parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract.
- 21.2 If the Parties are unable to resolve the dispute, either party may, at any time, refer the dispute to meditation by a neutral advisor or mediator (“the Mediator”).
- 21.3 If the Parties are unable to agree on a Mediator within 7 days of the request by one party to refer the dispute to mediation, they shall apply to the Centre for Dispute Resolution to appoint a Mediator.
- 21.4 The Parties shall seek to agree directions for how the mediation is conducted and failing agreement, they shall seek directions from the Mediator.
- 21.5 If the Parties reach agreement on the resolution of their dispute, the agreement shall be reduced to writing and shall be binding.

22. GOVERNING LAW

- 22.1 This Contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England.

This Agreement is entered into by;

Signed by an authorised signatory for and on behalf of the Secretary of State for the Home Department

Signature:

Name:

Position:

Signed for and on behalf of Learndirect Limited

Signature:

Name:

Position:

SCHEDULE 1

Specification for the Services

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1. Test System

1.1 Availability

- 1.1.1. The Contractor shall ensure that the online test system is available to Candidates, subject to booking, during the core hours of 9am to 6pm from Monday to Saturday (and to 7pm on a Wednesday), not including Bank Holidays.
- 1.1.2. The system shall be closed between 6pm on the last tasting day before Christmas Day (either 23 or 24 December) and reopen at 9am on the first testing day of January (either 2 or 3 January).
- 1.1.3. The Contractor shall ensure that the system is available for 98% of core hours.

1.2 Test System Incident Resolution

- 1.2.1 An incident is any event which is not part of the standard operation of the Services and which causes, or may cause, an interruption to, or a reduction in, the quality of service.
- 1.2.2 The Contractor shall prioritise incidents based on their urgency and impact as: critical, high, medium, low or planned.
- 1.2.3 The Contractor shall aim to resolve critical incidents (Priority 1) in less than 12 core testing hours. A critical incident is one that results in a total loss of service.
- 1.2.4 The Contractor shall aim to resolve medium incident (Priority 3) in less than 48 core testing hours. A high priority incident is one that causes partial loss or degraded service and is a service threatening incident.
- 1.2.5 The Contractor shall aim to resolve medium incidents (Priority 3) in less than 7 core testing days. A medium priority incident is one that involves minor defect or defects, which results in the loss of a non-critical function.
- 1.2.6 The Contractor shall aim to resolve low incidents (Priority 4) in the next scheduled release of the test system. A low priority incident is one that has no service impact and/or is cosmetic in nature.
- 1.2.7 Where Test Centre cannot access the Test System due to technological problems located in the Test Centre, the Contractor shall aim to resolve 80% of these within 6 testing days and 98% within 12 testing days.
- 1.2.8 Should the Test Centre be unable to deliver tests for whatever reason, the Contractor shall aim to contact all Candidates who have booked during the period the Test Centre is expected to be unable to deliver tests to avoid unnecessary journeys. Candidates will be offered alternative Test Centres, alternative Test Sessions or a full refund of their test fee.

1.3 Test System Disaster Recovery

- 1.3.1. The Contractor shall maintain a Disaster Recovery Site at a separate geographical location to the main site.
- 1.3.2 The Disaster Recovery Site will be capable of fully replacing the main site in the event of a disaster, including offering full testing service and data transmission to the Authority.
- 1.3.3 A potential disaster situation constitutes either:
 - a. The disablement of the Primary Datacentre, whereby the infrastructure of the building and or IT equipment has been partly or totally destroyed; or

- b. The deterioration of the Life in the UK service, performance and or availability to a potential disaster situation; or
 - c. The Life in the UK service becoming unavailable for 48 hours or more; or
 - d. The inability of Candidates to book and take a test using the Life in the UK Test service as a result of Test System unavailability exceeding 48 hours.
- 1.3.4 Upon the declaration of a potential disaster, the Contractor shall form a Disaster Recovery Management Team (DRMT) which will include the following constituents (and/or other appropriate members of the Contractor staff); a Disaster Recovery Manager, the Head of Service Management and the Test Operations Manager.
- 1.3.5 The DRMT shall commission an Operational Status Report (OSR) which will assess the situation and offer recommendations as to possible course of action.
- 1.3.6. A disaster will be declared by the DRMT and migration to the Disaster Recovery Site will occur under the following conditions:
- a. The impact of the situation has been evaluated as causing a 4-day outage of service.
 - b. Police, Fire Authorities or Structural Engineers advise that the datacentre building cannot be used, for at least 4 days.
 - c. Infrastructure services to the datacentre have failed and will not be returned with 4 days.
 - d. Major physical damage can be observed in one of more key components of the system (e.g. wiring or power supplies) and it is estimated to take more than 4 days to repair the damage and recover the system.
 - e. Any other factor that could result in the Life in the UK service being unavailable for 4 days or longer
- 1.3.7. In the event of a disaster affecting the live site and the Disaster Recovery Operational Plan being invoked, the Contractor will ensure that the Disaster Recovery Site is operational within 4 test days of declaration of disaster. This is referred to as the Recovery Time Objective (RTO).

1.4 Volumes and Capacity

- 1.4.1 The test system will have sufficient capacity to cope with the following volumes 3,750 tests per test day, 55,000 tests per calendar month and 375,000 tests per calendar year.
- 1.4.2 Should any of the capacity volumes be surpassed, the Authority shall issue a change note for the Contractor to implement a project to ensure that test system capacity is increased by an agreed amount. The Authority shall be solely responsible for the costs of any such work.

1.5 Data Export

- 1.5.1 Data export shall be by means of government gateway in line with the procedures set out in the joint process document.
- 1.5.2 A file shall be transferred after each night of testing to the Authority's DIS box by 11pm.
- 1.5.3 The file shall contain the data specified in the table below for all test activity on that day between the hours of 9am and 6pm (7pm on Wednesday).

Field	Description	Validation/Format/Other
Supplier ID	The ID of the supplier of the Life in the UK Test System	This is currently '1001' and will be set in the Amend System Data. Numeric Value.
Supplier Name	The name of the Supplier of the Life in the UK Test System.	This is "learndirect" and will be set in the Amend System Data.
Test Centre ID	The ID of the Test Centre where the test has been taken.	
Test Centre name	The name of the Test Centre where the test has been taken.	
Test Moderator ID	The ID of the Test Moderator who authorised the Candidate to take the test.	nnn Max 4 digits, allocated by system
Test Moderator name	The name of the Test Moderator who authorised the Candidate to take the test.	
Test Date	The date on which the test was taken.	yyyy-mm-dd
Test Instance ID	The unique ID for the test.	
Authority Reference	The reference number provided to Candidates by the Authority. Entered when the Candidate is created.	This reference will be one alpha character followed by up to 12 alphanumeric characters.
Purpose for Test	This is the reason why the Candidate is taking the test.	C/S/O
Test Start Time	The time at which the test was started.	hhmm (24 hour)
Test Finish Time	The time at which the test was finished	hhmm (24 hour)
Raw Score	The score that the Candidate achieved for the test.	Marks achieved.
Overall Test Result	Whether the Candidate passed or failed. This will be either 'PASS' or 'FAIL'	PASS/FAIL
Currency		'GBP' Non editable system data.
Test Fee Paid		
Surname	Entered when Candidate created.	
Other Name	Entered when Candidate created.	
Date of Birth	Entered when Candidate created.	yyyy-mm-dd
Current Nationality	Selected when Candidate created.	
Country of birth	Selected when Candidate created.	
Town of Birth	Entered when Candidate	

	created	
Current Postcode	Entered when Candidate created	
Method ID Validation	Selected when Candidate created.	
ID Serial number	Entered when Candidate created.	A maximum of 30 characters and will allow full ASCII definition.

- 1.5.4 95% of files shall be received by the Authority's DIS box successfully.
- 1.5.5 The Contractor shall meet all reasonable requests by the Authority in terms of changes to the schedule of data transmission via the government gateway.
- 1.5.6 In the event that data transmission via the government gateway cannot be effected for five consecutive testing days, the data affected shall be transmitted by a password protected email sent by the Contractor to a data encryption address notified to the Contractor by the Authority. Transmission of data will continue in this way on a daily basis until the Authority notifies the Contractor that the government gateway service has been restored. Details of relevant passwords shall be communicated between the Contractor and the Authority separately, by telephone.

2 Candidate Registration and Test Booking System

2.1 Availability

The Contractor shall ensure that the online Candidate registration and test booking system is available to Candidates 24 hours a day, 7 days a week, subject to any downtime for necessary maintenance which, when required, shall be between 2am and 4am each morning. The Contractor shall ensure that support is provided for the online Candidate registration and test booking system between the hours of 7am and 11pm Monday to Sunday ("supported hours") including Bank Holidays.

2.2 Candidate Registration and Test Booking System Incident Resolution

The Contractor shall use best endeavours to resolve critical incidents in less than 12 Supported Hours.

2.3 Candidate Registration and Test Booking System Disaster Recovery

The Contractor will ensure that the same procedure for disaster recovery in relation to the Candidate registration and test booking system as set out in Clause 1.3 above is in place.

2.4 Volumes and Capacity

The Candidate registration and test booking system will have sufficient capacity to cope with the following volumes: 3,750 registrations and test bookings per calendar month and 375,000 registrations and test bookings per calendar year.

3 Life in the UK Test Content

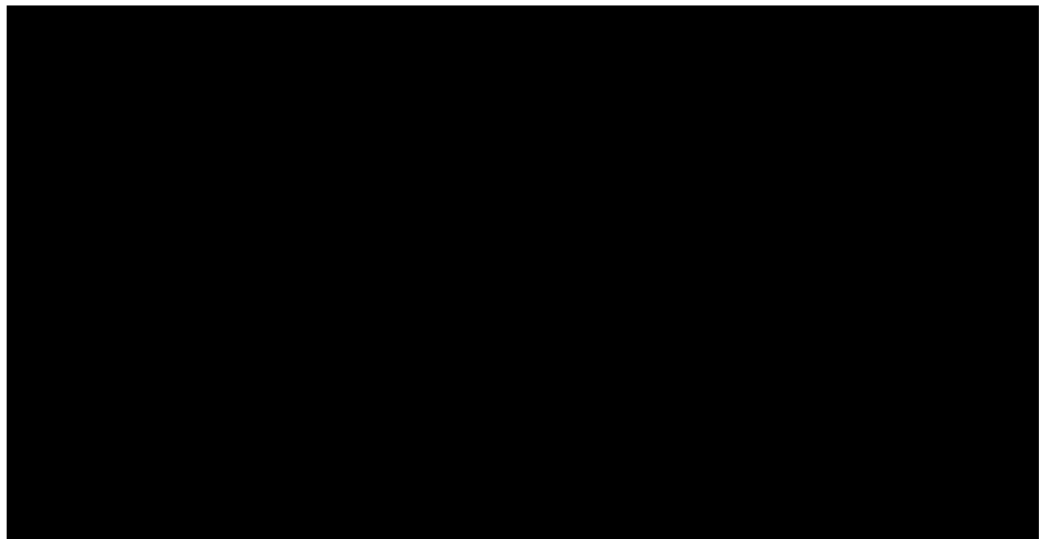
3.1 Test Question Bank

- 3.1.1 The Contractor shall maintain a bank of a minimum of 300 approved questions.
- 3.1.2 Each question in the question bank shall remain active for a maximum of 3 years or such longer term as shall be agreed by the Parties in writing.
- 3.1.3 No question shall be exposed for more than 6 consecutive months.

- 3.1.4. The question bank shall be refreshed every 3 years (or at such other frequency as shall be agreed by the Parties in writing) and this shall be governed by a change note issued by the Authority to fund and scope the project.

3.2 Test Bank

- 3.2.1 A test shall contain 24 multiple choice questions
- 3.2.2 Each test shall be designed as one of “England”, “Scotland”, “Wales” or “Northern Ireland” and, except as referred to in clause 2.2.4, the tests shall be taken exclusively at Test Centres in the corresponding countries.
- 3.2.3. The Test Bank shall contain the following minimum number of tests for each region: England 20, Scotland 10, Wales 10 and Northern Ireland 10.
- 3.2.4 All tests held within the Test Bank shall be in the English language. If taken in English, the test will be delivered on-line and on-screen. Test in the Welsh language or in Scots Gaelic will be delivered on paper. The Contractor shall provide a Welsh speaking invigilator or a Scots Gaelic invigilator (as the case may be) at the nominated Test Centre to invigilate the test with a Test Centre test supervisor. The Welsh or Scots Gaelic speaking invigilator will also be responsible for correcting the test in the presence of the Test Centre test supervisor. The Contractor will post the result by registered post as soon as practicable thereafter with the aim of informing the Authority within 2 working days. If the Welsh or Scots Gaelic speaking invigilator does not have Clearance (as defined in the Contract), the requirement for such clearance is hereby waived by the Authority in respect of tests delivered to Welsh and Scots Gaelic speakers only. The tests must be invigilated in the presence of a Test Supervisor who has clearance.
- 3.2.5 Tests taken overseas and delivered by the Ministry of Defence (“the MOD”) shall be delivered on-line and on-screen. The Contractor will deploy the testing solution for 4 military bases at zero cost to the MOD. Further bases to be accredited for testing will be charge at the set up and maintenance rates outlined below:



- 3.2.6 The MOD will provide a minimum of 3 and a maximum of 5 trained supervisors at each base, as well as a named Test Centre Manager.
- 3.2.7 The military bases will provide the Contractor with fixed IP addresses and confirm that these will not change more than once per year.

3.2.8 The Contractor will not be responsible for the quality of delivery nor security at these Test Centres and the Authority and the MOD confirm that they will agree how both quality and security will be maintained.

3.2.9 The Contractor will continue to make the test system available between 09.00 and 18.00 Monday to Saturday (and 19.00 on Wednesday) (UK time)) and both Candidate and Test Centre support will maintain current hours.

3.3. Question Management

3.3.1 Where the Authority reports out of date content to the Contractor, or request the withdrawal of specific questions, the Contractor will ensure withdrawal of affected questions and tests within 5 working days.

3.3.2. Question and test performance shall be monitored on a monthly basis by the Contractor. Any questions or tests that the Contractor deem to be underperforming shall be removed within 5 working days of the analysis being complete. Question performance shall be judged on the basis of facility and discrimination.

4. Life in the UK Test Centre Service

4.1 Geographical Coverage

4.1.1 The Contractor shall seek to offer the best geographical coverage possible to minimise journey times and distances for Candidates.

4.1.2 The Contractor shall maintain a minimum number of 60 Test Centres throughout England, Scotland, Wales and Northern Ireland.

4.1.3 The Contractor shall maintain a minimum number of Test Centres in the following regions to ensure that geographical coverage is maintained at acceptable levels:

Region	Minimum Number of Centres	Region	Minimum Number of Centres
East	5	Scotland	5
East Midlands	5	South East	7
London	14	South West	5
North East	2	Wales	3
Northern Ireland	2	West Midlands	3
North West	5	Yorkshire & Humber	4

4.2 Test Centre Environment and Test Accessibility.

4.2.1 The Contractor shall require that each Test Centre with regards to access, in England Scotland and Wales shall be compliant with the Equality Act 2010 and in Northern Ireland, each Test Centre shall be compliant with the Disability Discrimination Act 1995 and be able to receive and test all Candidates with mobility issues on site.

4.2.2 Special arrangements will be made to ensure wherever possible that Candidates with disabilities are able to take the test including, where necessary, the organisation of closed test sessions for individual Candidates who may, by the nature of their disability, need to give oral responses to test supervisors who will input their answers.

4.2.3 Each Test Centre shall provide a suitable waiting area for Candidates with a seat for each Candidate, accessible toilets and drinking water.

4.2.4 The testing room shall have a minimum number of 8 computers which can be used for testing simultaneously so that no Candidate can read the content of the screen of another Candidate. This may be achieved by suitable spacing between computers

(1.5m), screens or the positioning of the computers (screens are back to back for example).

4.3 Test Centre Staff

- 4.3.1 All Test Centres shall have a named Test Centre Manager responsible for ensuring a high quality of service delivery and to ensure that there is no malpractice by staff.
- 4.3.2 All Test Centre Managers shall receive annual training on testing service delivery, including: security, testing processes, test centre responsibilities and the sharing of best practice.
- 4.3.3 Test Supervisors shall be responsible for Candidate validation, invigilation of test sessions and issuing of results.
- 4.3.4 Test Supervisors shall receive unique test supervisor IDs and passwords to carry out their tasks.
- 4.3.5 Test Supervisors shall receive training prior to assuming their function and annual refresher training.
- 4.3.6 Except as expressly provided in the Contract, all Test Centre Managers and Test Supervisors shall have received Clearance by the Authority prior to receiving training and assuming their duties. The Authority shall not charge the Contractor for such Clearance.
- 4.3.7 The Contractor shall cooperate with the Authority to ensure that any reasonable changes to the Clearance procedures shall be implemented at Test Centres.

4.4 Candidate Registration

- 4.4.1 In order to take a Life in the UK test, Candidates will be required to register via the Candidate registration and test booking system in accordance with the Additional Service Specification. This facility will be hosted and managed by the Contractor and is accessed via the existing Life in the UK Test website (www.lifeintheuktest.gov.uk).
- 4.4.2 In accordance with the Additional Services Specification, Candidates will be required to enter their personal details, together with an email and secure password (created by the Candidate) and to confirm that these details are correct, before being able to book a test. The details required for registration are: family name, other names, date of birth, nationality, country of birth, place of birth, postcode, full address, contact telephone number, method of ID validation, ID serial number, ID expiry date, Authority reference number (non-mandatory), purpose of test.
- 4.4.3 Candidates will be able to choose from an improved list of photographic ID as follows:
 - a. A passport from country of origin (document may have expired):
 - b. A full or provisional UK photocard driving licence (must be valid i.e. not expired)
 - c. One of the following Home Office travel documents: a Convention Travel Document (CTD), a Certificate of Identity Document (CID), or a Stateless Person Document (SPD), all of which must be valid (i.e. not expired):
 - d. An Immigration Status Document, endorsed with a UK Residence Permit and bearing a photograph of the holder. This document may have expired; or
 - e. A European Union Identity Card (must be valid, i.e. not expired);
 - f. A Biometric Residence Permit (must be valid, i.e. not expired).

- 4.4.4. Candidates will register, book a test and make payment in accordance with the provisions as set out in the Additional Services Specification.
- 4.5 Clause not used.
- 4.6 Clause not used.
- 4.7 Clause not used.
- 4.8 Test Session
 - 4.8.1 There will be a minimum of two trained test supervisors present for each test session.
 - 4.8.2 The session will begin with the Test Supervisors explaining the test process and conditions to the Candidates.
 - 4.8.3 Candidates will be logged onto the system by the Test Supervisor and will be assigned their test by the Test Supervisor assigning the appropriate Candidate ID number.
 - 4.8.4 The test system will return an appropriate Confirm Candidate Details page and the Candidate will confirm that they have been assigned the correct test by checking that the page contains their personal information and will click on the confirm button.
 - 4.8.5 By clicking on the confirm button the Candidate will have access to a menu page and will have the opportunity to do a practice Test to familiarise themselves with the navigational aspects of the test. To this end, the Practice Test will resemble the Life in the UK Test in every aspect except the amount of time allowed and the number of questions. The Practice Test consists of 4 questions and may be attempted twice by the Candidate.
 - 4.8.6 When the Candidate is ready to attempt the Life in the UK Test a second authorisation is required by a Test Supervisor. The test system will not allow this authorisation to be carried out with the same Test Supervisor ID and password that was used to give the Candidate access to the menu page and practice test. This is to enforce the rule that two Test Supervisors must be present throughout a test session to invigilate.
 - 4.8.7 Should any Candidate break the test conditions the Test Supervisor will immediately terminate the Candidate's test and ask them to leave the Test Centre. A report of the incident will be made available to the Authority by the Contractor.
 - 4.8.8. The two Test Supervisors shall remain present until the last Candidate has finished their test. At this point both Test Supervisors will sign the Candidate Attendee list to state that the list is a true reflection of the Candidates who were present for that test sessions.
- 4.9 Issuing Results
 - 4.9.1 At the end of the test session, the Test Supervisor will access the test system and print off each Candidate's result.
 - 4.9.2 The Candidate will receive either a Pass Notification Letter if they have been successful or a Results Notice if they have been unsuccessful.
 - 4.9.3 Both letters will contain the Candidate's personal details as recorded on the test system and information about the date of the test, the Test Centre name and the unique identification numbers of the Test Supervisors who have invigilated the test session.
 - 4.9.4 Each completed test is assigned a unique identification number known as the Test Instance ID, which appears on the letter.

- 4.9.5 The Pass Notification Letter will have a space for Candidates to sign their name and this will be done before the Candidate leaves the Test Centre. The Test Supervisor will then sign and stamp the letter.
- 4.9.6 Should a Candidate refuse to sign the Pass Notification Letter, the Test Supervisor shall write on the letter, in the space provided for the Candidate's signature, the words, 'Refused to sign' and the Test Centre will notify the Contractor, via an incident report, of the Candidate's refusal to sign. Thereafter, the incident will be reported to the Authority by the Contractor. Should a Candidate be unable to sign with good reason e.g. the Candidate is illiterate or has a disability that prevents the Candidate from being able to sign, this shall be noted in the space provided by the Test Supervisor.
- 4.9.7 The Results Notice will contain feedback indicating the areas of the Handbook that the unsuccessful Candidates need to focus their studies on. These areas will relate to questions that the Candidate answered incorrectly during the test.

4.10 Complaint Handling

- 4.10.1 Candidate complaints in the form of email or letter shall be dealt with in the first instance by the Test Centre. The Contractor will require that a response, using the same means of communication in which the complaint is received, if possible, shall be sent by the Test Centre to the complainant within 5 working days of receipt of the complaint.
- 4.10.2 Should the Candidate be dissatisfied with the response then they may appeal to the Test Operations Manager at the Contractor and a response in the same format as the complaint is received shall be sent within 5 working days.
- 4.10.3 Where complaints involve Members of Parliament, policy and/or the handbook the Contractor shall pass on the complaints to the Authority to respond to. Such complaints shall be passed on to the Authority within five working days and a response sent to the Candidate explaining that the Authority will now deal with their complaint. The Contractor shall respond to the complainant that the matter has been passed on to the Authority.
- 4.10.4 If more than 2.5% of tests delivered result in a complaint being escalated to the Contractor, a formal review of the delivery of the Life in the UK Test service will be carried out by the Authority in conjunction with the Contractor.
- 4.10.5 Where a complaint made by a Candidate against the service offered by Test Centre is upheld by the Contractor, a letter of apology shall be issued to the Candidate. The Test Centre shall be placed upon an action plan to ensure that the problem does not arise again and the Contractor shall ensure that a spot check of the service is carried out within 4 weeks of the complaint being made.

4.11 Appeals by Candidates

- 4.11.1 The Contractor shall make available two forms of appeal: an Arithmetic Check and a Test Analysis.
- 4.11.2 An Arithmetic Check comprises a manual count of the correct answers obtained in the test by the Candidate. This will be requested on the Candidates behalf by the Test Centre via the Contractor help desk. Confirmation of the result will be returned to the Test Centre within 3 working days of the request being made.
- 4.11.3 A Test Analysis comprises a detailed analysis of which questions the Candidate got wrong, whether those questions were marked correctly, summed and fairly represented the handbook text on which they were based. The Test Centre will request this on behalf of the Candidate on the payment of a £50 fee (including VAT where applicable) by the Candidate. The Contractor will complete and send out the report within 15 working days of confirmation of payment. Should the Test Analysis

indicate that the Candidate received an unfair test then the fee for the Test Analysis and the original test fee will be returned to the Candidate and a free re-sit will be organised by the Contractor.

4.11.4 If more than 2.5% of tests delivered result in an appeal, a formal review of the delivery of the Life in the UK Test service will be carried out by the Authority in conjunction with the Contractor.

4.12 Re-sits

4.12.1 Where the Authority has good reason to suspect the validity of a test result, it may request the Contractor to conduct a re-sit for the Candidate or Candidates involved.

4.12.2 The cost of these re-sits shall be borne by the Contractor up to a maximum of 100 per financial year (April to March).

4.12.3 Any re-sits requested by the Authority over and above this number shall be paid for by the Authority.

4.12.4 The Contractor shall maintain a record of all re-sits carried out at the Authority's behest. The record shall include the Candidate's name, date of birth, the Authority's requester, Test Centre, original Test Centre and date of re-sit.

4.13 Help Desk

4.13.1 The Contractor shall maintain a help desk (Venue Support) which will be the initial point of contact for Test Centres with queries regarding test service delivery.

4.13.2 the service shall be available by telephone and email and will be staffed from Monday to Saturday from 8am until 7pm.

4.13.3 98% of Test Centre queries will be responded to within 3 working days.

4.14 Waiting times for Life in the UK Tests

4.14.1 98% of Candidates will be offered a test opportunity within 56 days of the date of their request.

4.14.2 80% of Candidates will be offered a test opportunity within 28 days of the date of their request.

5 Candidate Helpline Service

5.1 The Contractor shall provide a free helpline service for Candidates, comprising a live call handling service from 8am to 6pm on Mondays to Fridays (excluding Bank Holidays).

5.2 The Contractor shall adhere to the industry standard of capturing at least 85% of all total calls offered during opening hours. This is on the premise that details of any Government announcements or media activities bearing on the provision of the services are notified to the Contractor at least 10 working days ahead to help with resource planning.

5.3 The Contractor shall allocate a separate helpline number for the helpline. This number will remain in the ownership of the Contractor, but will be used for the Life in the UK Test helpline until notice is received to terminate the line. The number of the Life in the UK Test helpline will be 08000 154 245. Salutation will be "Hello, Life in the UK Test helpline".

5.4 The Contractor shall provide free and impartial telephone information on the Life in the UK Test and direct callers to the Life in the UK Test website and provide other information and advice as necessary.

6 Life in the UK Test Website

6.1 The website is owned and hosted by the Authority.

- 6.2 The Contractor will schedule two website text reviews and subsequent text updates per year. These shall be released live in the first week in April and October of each year. The Authority and the Contractor shall work together to ensure that all web pages are reviewed and all outdated information is removed.
- 6.3 The Authority is responsible for all content.
- 6.4 Where aspects of the test service change, the Contractor will ensure that the changes are reflected in the next scheduled review/update of the Life in the UK website and communicate them to the Authority.
- 6.5 Where the Authority request specific changes to the website, the Contractor will submit amended files to the Authority for approval within the following timescales.
- a. minor text changes across 1 to 2 pages within 5 working days;
 - b. significant text changes across more than 2 pages within 15 working days;
 - c. changes requiring design input or involving images, flash files, navigation or branding within 25 working days.
- 6.6 The above timescales do not include the Authority's approval/proof reading or resulting adjustments, or uploading of the website files at the Authority.
- 6.7 The Contractor shall bear the costs of the changes to the website up to a value of £12,000 per annum. Any costs above this level shall be borne by the Authority.

7. Management Information and Reporting

7.1 Operational Report

- 7.1.1 Provided to the Authority via email by the 12th calendar day of each month.
- 7.1.2 The operational report provides a rolling monthly update on the items below for the Authority's financial year April to March.
- a. Number of tests delivered nationally, by region and by purpose for taking the test.
 - b. Analysis to pass rates nationally, regionally and by test purposes.
 - c. Test system availability, plus a report on any incidents.
 - d. Numbers of complaints and appeals against targets and a list to the individual complaints received and action taken.
 - e. Number of the Authority's queries and response times against targets.
 - f. Escalations to MMIU: date, Candidate name, Test Centre and reason for escalating.
 - g. Performance against test waiting times
 - h. Helpline performance figures

7.2 Test Statistics Report

- 7.2.1 Reports to be provided by the Contractor to the Authority via email in excel format by the 12th calendar day of each month.
- 7.2.2. Report to include the following data; age range; analysis of pass rates, nationality pass rates, Test Centre pass rates, test supervisor pass rates, purpose of test pass rates.

7.3 Quality of Assessment Reports

7.3.1 The Contractor will, provide to the Authority, by the 12th calendar day of each month a Quality Assessment Report in respect of the service provided during the previous calendar month. The reports will be sent by email.

7.3.2 Detail the number of active questions and test during the period.

7.3.3. Item and test performance

7.3.4 The question and test removed and the reasons for this.

7.4 SACU Report

7.4.1 A copy of all test data shall be made available by the Contractor to the Authority at the Authority's request, upon reasonable notice.

7.5 Ad-hoc Reports

The Contractor will respond to the Authority's requests for ad-hoc reports within 6 working days. Where a report required is in response to a Parliamentary Question, the Contractor shall aim to provide a response within one working day.

8. **Communications**

8.1 The Contractor shall provide a same-day response to all queries originating from ministers or identified at the times as urgent by senior Authority personnel, provided they are received by 10.00am at the lituk@learnirect.co.uk email address.

8.2 All other queries from the Authority will be responded to within 2 working days.

8.3 The Contractor and its Test Centres shall forward all initial queries from press or media organisations to the Authority's Press Office.

8.4 The Contractor will not, and will endeavour to ensure that its Test Centres will not, engage in any interview, demonstration or commentary on the Life in the UK Test without prior approval from the Authority.

8.5 The Contractor shall not issue any press releases in relation to the Life in the UK test without prior approval of the Authority.

8.6 The Contractor shall require that Test Centres shall not issue any press releases in relation to the Life in the UK test without prior approval of the Authority.

9 **Representation at Conferences.**

The Contractor shall provide on request speakers, panel members, delegates and/or attend committees, meet with visiting dignitaries for up to 12 working days each year organised by or with the support of the Authority in relation to naturalisation, integration or the Life in the UK Test. Any requirement over and above this shall be billed to the Authority at the standard the Contractor tariff day rate which is in use at that time.

10. **Test Centre Performance Management**

10.1 The Contractor shall ensure that staff carry out at least one test session observation per year for Test Centres at which 125 or fewer tests on average have been delivered per month in the previous year (April to March). For Test Centres averaging in excess of 125 tests a month over the previous year, performance management staff shall carry out one test session observation in the period April to September, and one test session observation in the period October to March.

10.2 Centres will be rated Green, Amber and Red, according to their performance.

- 10.3 Red rated Test Centres shall be placed on action plans and given a period of 45 calendar days to implement them.
- 10.4 All Red rated Test Centres will be subject to a second observation within 45 days of the end of the action plan. If the Test Centre is again Red rated, then the Test Centre will be prevented from delivering the Life in the UK Test.
- 10.5 Green and Amber rated Test Centres shall receive feedback on performance and any areas for improvement and the Contractor shall take steps to ensure these are acted upon.
- 10.6 The Contractor shall ensure that the Test Centre network is delivering the test service to a consistently high enough level of quality to ensure that by the end of the second round of observations, the results will be within the following requirements: a minimum of 75% of Test Centres graded Green, a maximum of 20% of Test Centres graded Amber, a maximum of 5% of Test Centres graded Red.

11. **Security**

- 11.1 The Contractor shall employ a dedicated audit investigator to ensure that Test Centres are delivering the Life in the UK test within the guidelines laid out by the Contractor.
- 11.2 From 01 April 2008, the Contractor shall gain Clearance for any new members of staff who wish to work on the Life in the UK Test service delivery that involves the following: access to the test system, work on test system equipment, investigation into fraud activities.
- 11.3 The Contractor will endeavour to ensure that all current staff members who work on the Life in the UK Test service delivery that involved access to the test system data, or investigation into fraudulent activities linked to the test service, receive clearance from the Authority.
- 11.4 The Authority shall not charge the Contractor for clearance for its staff or for staff at the Test Centres.
- 11.5 The Contractor shall comply with any reasonable requests by the Authority with regard to changes to the established process of Clearance of staff.

Schedule 1B

Additional Services

1 Pre-Registration Checklist

- 1.1 Prior to registering, the Candidate will be presented with an initial "Checklist" screen including the following information:
 - 1.1.1 That there is a 7-day waiting time before the Candidate is able to take their test.
 - 1.1.2 That the Candidate will only be able to present identification from an approved list. Further information will include images of each type of identification and whether this needs to be in date.
 - 1.1.3 That the Candidate must have the ability to pay online for their test. Further information will be provided in relation to pre-paid credit cards.
 - 1.1.4 That the Candidate must have a valid email address (which has not been used already to register on this site). An external link to the UK Online service (My Guide) will be provided to assist Candidates to set up an email address if they don't already have one.
 - 1.1.5 That the Candidate will need to have read the official Life in the UK Test Handbook. Links will be provided to The Stationery Office website to allow candidates to purchase this if required.
 - 1.1.6 Information for Candidates with special considerations. This section will advise Candidates that they will not be able to fully complete their test booking online and provide guidance in relation to the process.
- 1.2 The above information will be presented as a bulleted list of headings and the Candidate will be able to see further information by clicking on 'click here' link.
- 1.3 Having read the information above, the Candidate will be presented with the option 'Register or Log In to Book Your Test'.

2. Capture Registration Details

- 2.1 The Candidate will be presented with two options – either 'Register' or 'Log In'. Guidance will be provided against each option along the following lines:
 - 2.1.1 Register – "If this is your first time to the site, please register first"
 - 2.1.2 Log in – "If you have already registered, please log in here". The Candidate will be asked to enter their email address and password.
- 2.2 On clicking 'Register', the Candidate will be presented with a sequence of registration screens. Each of these screens will be shown as Step * of * so that the Candidate is aware of their progress.

Log in Details

- 2.3 The Candidates will be asked to enter their email address twice to ensure that this has been entered correctly. These entries will be visible on screen, Where the two entries differ, the Candidate will be presented with an error message advising that the entries do not match, and asking the Candidate to check the details.

- 2.4 Once the email addresses match, the Candidate will be asked to enter their preferred password. Candidate will be advised that this password will need to be between 8 and 20 characters, include at least one capital letter, one lower case letter and one number. Passwords which do not meet the criterion will be rejected and an error message will be shown on screen. The Candidate will be asked to enter their password twice. The password will be obfuscated on the screen in both instances. As with the previous clause, where the entries do not match, the Candidates will be presented with an error message advising that the entries are not the same, and asking the Candidate to re-enter the password.
- 2.5 This screen will also have 'Captcha' text showing, which the Candidate will be required to enter. The Candidate will have the opportunity to show a different word if they are having difficulty in reading the one shown and also to hear the text by clicking on a speaker symbol. Should the Candidate choose to hear the text, this will be done in number format rather than text.
- 2.6 If the screen should remain inactive for more than 10 minutes, the 'Captcha' text will be refreshed.
- 2.7 Having entered the information above, the Candidate will click 'Next' to move to the next stage of registration. If the email address has been used previously to register, the Candidate will be presented with an error message along the lines of "We're sorry but it looks like you have already used [show email address] to register with us before. Please select 'Log In' or register with a different email".
- 2.8 If all details have been entered correctly, the next stage in the Candidate's registration process will begin.

Personal Details

- 2.9 Name (mandatory) – Candidates will be asked to enter their last name, first name and middle name(s).
- 2.10 Date of birth (mandatory) – candidate will be asked to enter their date of birth. This will be presented in 3 drop down boxes for date (numbers 1-31), month (in words) and year. Help text will be available advising Candidates that if they are under 16 or over 60 they are not legally required to take the test. Candidates will be required to enter their date of birth twice to ensure that this is entered correctly. If the two entries do not match, an error message will be presented and the Candidate will be required to correct the error.
- 2.11 Nationality (mandatory) – Candidates will be asked to select their Country of Nationality from a drop down list previously supplied by the Authority.
- 2.12 Country of birth (mandatory) – Candidates will be asked to enter their Country of Birth from a drop down list previously supplied by the Authority.
- 2.13 Town or City of Birth (mandatory) – Candidates will be asked to enter their place of birth. This is a free text field.

Identification (mandatory)

- 2.14 Candidates will be asked if they have a Biometric Residence Permit. If yes, the ID field will be automatically populated and Candidates will be asked to enter the ID number (twice) and the date of expiry. If no, Candidates will be asked to enter the form of ID (from a drop down list) with which they wish to register and enter the ID number (twice).
- 2.15 Identification Expiry Date (mandatory) – Candidates will be asked to enter the expiry date of their chosen form of Identification. Where it is mandatory for the Identification

chosen to be in date at the time of the Test, validation will take place. Where it is not mandatory for the Identification chosen to be in date at the time of the Test, validation will not take place.

- 2.16 Reason for Taking the Test (mandatory) - Candidates will select from "Citizenship, Settlement or Other". If "Other" is selected, Candidates will be asked to enter a reason for why they are taking the Test.
- 2.17 Home Office Reference No. (optional) – Candidates will be asked to enter their Home Office Reference Number if they have one.
- 2.18 MoD Personnel – Candidates will be asked whether they are a dependent or a serving member of the British Armed Forces. If yes, Candidates will be asked whether they wish to sit their test at a BFPO overseas location. If yes, just the MoD centres will be presented. If no, candidates will follow the standard route outlined below.
- 2.19 Having reached the end of this screen, Candidates will click on 'Next', If any of the information requested above has not been entered, error messages will appear above the appropriate section and Candidates will not be able to proceed until these sections have been completed.

Contact Details

- 2.20 Address - Candidates will be asked to enter their house/building number and their postcode. A 'Look Up' function will be available which, if Candidates click on it, will display a list of addresses for the Candidate to choose from. On choosing the correct option, the address fields below will be pre-populated. Only the house/building number and the postcode are mandatory fields.
- 2.21 Telephone number - Candidates will be asked to provide their best contact number. Guidance will be provided to explain that this is in case there is a problem with their test booking.
- 2.22 Having entered the above details, candidates will click 'Confirm Details'.

Confirm Details

- 2.23 The details previously entered by the Candidate will now be shown – Candidates will be asked to check these details carefully and will be made aware that failure to do so may result in their test being refused should any of the details be incorrect. If a Candidate wishes to change any of their details, they will be able to click on 'Change Details'.
- 2.24 If a Candidate is happy with these details they will click 'Next'.
- 2.25 Candidates will be able to change any of the details entered within this registration site until 7 days before their Test. Alternatively, Candidates will click 'Next' and a further pop up screen will require Candidates to confirm their details are correct.

3. Terms and Conditions of Booking

- 3.1 Having clicked on 'Confirm Details' above, the Candidate will be presented with the Terms and Conditions of Booking their Test. Candidate will be asked to choose either 'I Agree' or 'Defer'.
- 3.2 Should a Candidate click on 'Defer', the details entered during their registration will be saved and they will be logged out of the registration system. At this stage, they will be returned to the home page of www.lifeintheuktest.gov.uk. When the Candidate logs back into the registration system, they will be taken directly to the Terms and Conditions page and will not be able to proceed until they have agreed to these.

4. Email Validation

- 4.1 If the Candidate clicks on 'I Agree', they will be sent an email to the address specified during their registration. A message will appear on screen asking the Candidate to click on the link in the email in order to continue with their registration.
- 4.2 Once the Candidate has clicked on the link to their email, they will be brought back to the registration and booking system and asked to re-enter their password. Having done so, they will be presented with the Choose a Test Centre screen.

5 Choose a Test Centre

- 5.1 This screen will present the Candidate's 5 nearest Test Centres based on the postcode entered during the registration process. Against each of these centres, the distance will be shown between the Candidate's postcode and the Test Centre postcode and the Test Centres will be listed with the shortest distance at the top of the list.
- 5.2 Candidates will be able to click for 'more information' about the centre. This will show more information about the Test Centre, including a location map.
- 5.3 Once the Candidate selects their preferred test centre, they will then click 'Show Test Times'. The timetable this centre will then be displayed. The timetable will automatically show the week 7 days in advance of the current date for that Test Centre. Candidates will be able to navigate in two ways – either by clicking on 'next week' or 'previous week' or by entering a date in the drop down box.
- 5.4 Where the Candidate chooses to navigate using 'next week' or 'previous week' an error message will be displayed where this would mean less than 7 days between the current date and the date of the test.
- 5.5 Test Slots will show and display the number of spaces available (which will automatically decrease as tests are booked).
- 5.6 Candidates choosing to confirm their booking will be taken through to the Payment section.

6 Special Considerations

- 6.1 The ability to request special considerations is included underneath each test timetable. This is presented as follows:

“Do you have a special request? You can make a special request if you have a visual or hearing impairment, are dyslexic or would like to take the test in Welsh or Scottish Gaelic.”
- 6.2 Candidates selecting “Make a Special Request” at this stage will be asked to provide further details by submitting an online form. This form will ask the Candidate to:
 - 6.2.1 Choose from a list of special requests
 - 6.2.2 Choose a test centre from the list of 5 nearest test centres (based on the Candidate's postcode entered during the registration process)
 - 6.2.3 Enter two preferred dates for taking the Test – the system will enforce the 7 day rule.
 - 6.2.4 Provide further details in a free text format.

6.3 Candidates will be advised that their application will be submitted to the Life in the UK Test Operations Team and that they will receive a response by email within four working days to confirm their booking.

6.4 Candidates will be asked to 'Submit' their form and having done so, will be presented with a 'Thank You' message along the following lines "We will review your requirements and be back in touch with you within 4 working days from the date of your enquiry. If you have any queries, please contact lituk@learnirect.com or call the Life in the UK Test Helpline on 0800 1054245."

6.1 The Candidate will then be logged out of the system and their details saved.

6.1 The Test Operations Team, on receipt of the email, will contact the Candidate's preferred Test Centre and arrange the Candidate's test in line with the preferred dated. The Test Operations Team via a Back Office Area will enter the test booking – this will need to be approved by either the Life in the UK Service Manager or Test Operations Manager. Having been so approved, an email will be generated to the Candidate asking them to click on a link.

6.1 This link will take the Candidate to a log in screen – having re-entered their password, the Candidate will be presented with the test time, date and location created above. They will then follow the standard process outline above.

7 Capture and Process Card Details

7.1 The Contractor will use Barclaycard as the preferred payment provider.

7.2 The Payment system will allow third parties to pay for the Candidate's test but full address details as well as security numbers will need to be entered.

7.3 The payment system will allow debit, credit and pre-paid credit cards to be used in order to pay for the Candidate's test.

7.4 Whilst the Candidate will be able to book multiple tests for themselves, each of these will need to be paid for in separate transactions.

8. Confirmation e-mail

8.1 Once the payment has been processed for the Candidate's test, the Candidate will be sent a confirmation email to the email address specified in the registration. This email will:

8.1.1 Confirm the details relating to the test booking and remind the Candidate of the ability to change the booking up until 7 days prior to the date of the test.

8.1.2 Confirm the type of Identification which the Candidate selected to bring with them.

8.1.3 Attach a further copy of the Terms and Conditions which the Candidate agreed to during the registration process.

9 Amend Test Booking

9.1 Having booked their test, Candidates will be able to make changes without incurring costs up to 7 days before their test, by logging back into the registration and booking system. After this point, Candidates will forfeit their test fee if they make any changes or cancel their test.

9.2 Where a Candidate's test fee has been forfeited, the Authority will receive the Test Candidate's Administration Fee as though the test had taken place.

10 Viewing Test Session Numbers

10.1 Having logged into a secure area, the Test Supervisor will be able to view the number of slots which have been filled in forthcoming test sessions for their Test Centre. They will not, however, be able to see Candidate names against these sessions except on the day of the test itself.

11 View Candidate Attendee List ('CAL')

11.1 Having logged into a secure area, the Test Supervisor will be able to view the pre-populated CAL for the test sessions at their Test Centre on that particular day. The CAL will be in a pdf-format and Test Supervisors should not make changes to this document. The CAL will show the Candidate's unique Candidate Number alongside the Candidate's name and type of ID.

12 Candidate Validation

12.1 On arrival at the Test Centre on the day of their Test, Candidates will have their Identification validated by a Test Supervisor.

12.2 Having logged into the test system using a unique Username and Password and chosen the option to 'Validate Candidate', the Test Supervisor will be presented with a list of Candidate Numbers specific to that Test Session. The Test Supervisor will select the correct Candidate Number and will then be presented with a screen asking for the following details:

12.2.1 Type of identification.

12.2.2 Candidate's date of birth - to be confirmed verbally by the Candidate.

12.3 If the above detail matches the information which was entered during the registration process by the Candidate, the Test Supervisor will be presented with a screen showing the following Candidate details:

12.3.1 Candidate's name – surname/family name and other name(s).

12.3.2 Candidate's date of birth.

12.3.3 Candidate's nationality.

12.3.4 Candidate's place of birth.

12.3.5 Identification type and identification document number.

12.3.6 Identification expiry date.

12.4 Using the Identification provided by the Candidate, the Test Supervisor will confirm that the above details are correct. Where no errors are identified, the Test Supervisor will undertake a Visual Identification check on the Candidate. Where there are doubts as to whether the Candidate is the person in the photograph or doubts as to the validity of the Identification presented, the Test Supervisor will obtain a second opinion from another Test Supervisor. Where both are in agreement that either the Candidate is not the same person as in the photograph and/or that the Identification is fake, the Candidate will be refused their test and an incident report submitted to the Test Operations Team.

12.5 On a successful Visual Identification check, the Candidate's test will be confirmed within the Validate Candidate section.

12.6 The Test Supervisor will then show the Candidate the different formats for the test – normal font, large font, high visibility and high contrast and the appropriate test style will be selected for the Candidate.

12.7 The Test Supervisor will then ask the Candidate to sign the CAL.

13 Take the Test

13.1 The process for the authorisation of the Candidate's Test during the test session and the invigilation of that test session will remain as set out in Schedule 1.

14 Issuing Results

14.1 The process for issuing results to the Candidate following completion of their test remain as set out in Schedule 1.

15 Back Office Functions

15.1 The Life in the UK Test Operations Team will have access to a secure administration area which will provide the following capability:

15.1.1 To book a test, circumventing the 7-day rule, at the sole request of the Authority or in the instance where the Candidate's test was rejected in error, or cancelled at the fault of the Contractor or the Test Centre staff.

15.1.2 To cancel a test, either at the request of the Authority or in extraordinary circumstances.