

COLLABORATION AND FUNDING AGREEMENT

THIS AGREEMENT is made theday of 2014
BETWEEN

- (1) PEARSON EDUCATION LIMITED, (registered number 872828), Edinburgh Gate, Harlow, Essex CM20 2JE ("**Pearson**"); and
- (2) CAMBRIDGE PRIMARY REVIEW TRUST (registered number 8322650), whose registered office is at Derwent College M/103, University of York, York, YO10 5DD ("**the Trust**")

WHEREAS

- (A) Pearson is part of a world-leading education group, with expertise in school publishing.
- (B) The Trust is a not-for-profit company limited by guarantee whose main purpose is to continue the mission and work of the Cambridge Primary Review ("**CPR**"), a ground-breaking and internationally acclaimed enquiry into the condition and future of primary education based at the University of Cambridge between 1 October 2006 and 7 December 2012 and funded until 30 September 2012 by Esmée Fairbairn Foundation.
- (C) The parties have already been collaborating, and wish to continue to collaborate on a number of research, product development and service activities with the purpose of bringing large-scale, commercially successful educational products and services to the UK (and potentially Global) primary education market that are based on the evidence and principles of the Trust (for further detail refer to Schedule 3 part 1) and which the parties believe will have the best possible chance of being shown to have an observable and where appropriate measurable impact on learning outcomes for children and in addition Pearson wishes to support the activities of the Trust on the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:-

1. DEFINITIONS

In this Agreement:-

"Background IP"	Has the meaning set out in Clause 7.1;
"Collaboration"	The activities to be carried out during the Term as described in Schedule 3;
"Collaboration Content"	means all materials commissioned, developed and/or produced by or on behalf of the Collaboration after commencement of the Term and incorporated into the Products, and such other content as may be assigned to Pearson as described in clause 7.4;
"Collaboration Steering Group"	has the meaning set out in clause 3.2;

“CPR”	The project as referred to in recital B above;
“CPR Content”	means all materials created by the CPR during its existence. For the avoidance of doubt the CPR Content does not form part of any Trust Content;
“Funding”	Means the funding to be provided by Pearson as detailed in Schedule 4;
“Intellectual Property Rights”	means (i) patents, trademarks, domain names and registered designs (and any application for these), and (ii) design rights, copyright, moral rights, database rights; trade and business names; and any other similar proprietary rights of whatever nature in any country;
“Pearson Content”	means all materials commissioned, developed and/or produced by or on behalf of Pearson and included in the Products;
“Pearson Deliverables and Services”	are detailed in Schedule 1;
“Products”	means the products and courses to be designed, developed and produced under this Agreement as more particularly described in Part 2 of Schedule 3, and may include face-to-face or online delivery, the provision of online services, mobile applications, CD-ROMs or any other technology, books or other educational products or services together with all associated materials and promotional materials;
“Term”	means the period of three years from 1 April 2013 to 31 March 2016;
“Trust Activities”	Means all the activities of the Trust other than the Collaboration including those listed in Schedule 5;
“Trust Content”	means all materials developed and produced by or on behalf of the Trust. For the avoidance of doubt Trust Content may form part of the Collaboration Content;
“Trust Deliverables and Services”	are detailed in Schedule 2.

2. COLLABORATION

2.1 Each party undertakes:

- 2.1.1 To use all due skill and care in carrying out its activities under this Agreement;
- 2.1.2 To deliver its Deliverables and Services in accordance with Schedules 1 and 2 respectively;
- 2.1.3 To co-operate and consult with the other in all matters relating to this Agreement;

- 2.1.4 To provide in a timely manner such information as may reasonably be requested to assist with the development of the Products or furtherance of other activities contemplated by this Agreement.
- 2.2 Pearson undertakes to provide the Funding.
- 2.3 Neither party is responsible for its failure to meet any delivery dates under this Agreement where this is due to the other's acts or omissions.
- 2.4 Each party is responsible for its own costs associated with delivering its Deliverables and Services unless otherwise expressly indicated.
- 2.5 Each party will act in good faith towards the other under this Agreement, and will ensure that all dealings with the other are conducted courteously with regard for the varying roles played by each party's respective employees and representatives, and will not act or make any derogatory or damaging statements about the other.

3. MANAGEMENT

Collaboration Steering Group

- 3.1 The parties will establish a steering group to direct, coordinate and manage the Collaboration during the Term
- 3.2 The Collaboration Steering Group will, comprise three (3) Pearson representatives and three (3) Trust representatives. One of the Pearson representatives will be appointed as Chair by Pearson. Each party shall immediately notify the other in writing if the identity of an appointed representative should change. Decisions will be made where possible by consensus, and where disagreement exists by majority vote. Where a vote is tied the Chair will have the casting vote. The Collaboration Steering Group will be deemed quorate as long as the Chair and four other members are present, including at least one from each party. Each party's representatives may appoint another as their alternate to act/vote on their behalf at meetings.
- 3.3 The Collaboration Steering Group shall hold a meeting at least three times a year during this Agreement for the purposes of determining strategy and monitoring progress under the Collaboration and making higher level decisions relating to the activities and performance of the parties under this Agreement. The meetings are expected to last around 3 hours. At least one month's notice of each meeting shall be given to the Trust's Directors and Administrator and to the relevant representatives of Pearson. The main actions of the Collaboration Steering Group shall be, in relation to Schedule 3, to prioritise which services to take forward, to identify appropriate resources to take them forward, to put together bids for funding and resources from Pearson where necessary to achieve the goals set out in Schedule 3.
- 3.4 The meetings shall be properly minuted and a set of action points agreed between the parties in writing, including the anticipated amount of time to be spent on a task. One of Pearson's appointed representatives shall be responsible for compiling and circulating the relevant minutes and agreed action points to the others not later than five working days after each meeting.
- 3.5 In addition, the Collaboration Steering Group will hold shorter skype meetings of around 30 minutes' duration on a fortnightly basis (excluding Christmas), numbering 24 per year. The aim will be to make decisions about which work needs to be done and who should do it. Minutes will only track actions and decisions. Quorum and voting rules still apply.
- 3.6 The Trust shall continue to ensure that Pearson is invited to nominate a non-voting observer to the Trust Board as under the previous agreement, who will be copied in on all Board papers, involved in all Board discussions and invited to all Board meetings.

4. CONTENT APPROVALS

- 4.1 Pearson agrees that prior to integrating the CPR Content or Trust Content into any Product to be published or developed through the Collaboration, the prior approval of the Trust, and, where necessary, third parties (such as the University of Cambridge and/or Routledge where relevant) will be sought, such approval in the case of the Trust, not to be unreasonably withheld or delayed.
- 4.2 Pearson shall retain rights of editorial control in relation to Pearson Content wherever used. The Trust shall retain rights of editorial control in relation to Trust Content wherever used.
- 4.3 The Collaboration Steering Group shall have editorial control over the Collaboration Content, always adhering to the principles and parameters set out in Schedule 3.

5. MARKETING & SALES

- 5.1 The parties agree that the Products will be actively marketed to schools and teachers for the duration of this Agreement. Pearson will be responsible for all sales and distribution for the Products.
- 5.2 The Products and any associated materials (including promotional materials) shall be agreed between the parties and co-branded as “Cambridge Primary Review Trust ” and “Pearson” and the trademarks, marks and logos of each party shall used in accordance with each party’s applicable branding guidelines in so far as reasonably practicable.
- 5.3 The parties agree that in the case of ‘short lifespan’ marketing materials such as pamphlets, flyers and banner adverts, the parties will agree between them an acceptable format and any further similar items which do not materially deviate from the approved format may be used without further need for approval. The parties further agree that more substantial items such as booklets and videos will require fuller review. For this category a CPRT director must be delegated the authority to make comments on CPRT’s behalf and Pearson is then enabled to use its judgement to complete the relevant work. The parties should only spend the time designated when the activity was planned but if either party wishes to spend extra time than that agreed they may do so but without any obligation on the other party to spend extra time in return.
- 5.4 Neither party will issue any press release or make any public announcement(s) relating to this Agreement and also relating to the Products / the Collaboration or the relationship established by this Agreement without the express prior written consent and agreement of the other party (not be unreasonably withheld or delayed). All publicity material shall clearly identify the Products / the Collaboration as being a joint Trust and Pearson production.
- 5.5 Pearson will be given headline sponsor status in relation to the Trust. This will involve the Pearson brand being discernable above any other funding organisations or sponsors and appearing more prominently in terms of positioning and size, and a suitable, pre-agreed credit (such as supported by Pearson) being included wherever appropriate. The Pearson logo and agreed credit will appear on all Trust advertising, materials and publications, event invitations and will be mentioned in all press releases. All uses of Pearson branding and logos and the content of appropriate credits will be subject to Pearson’s prior approval, not to be unreasonably withheld or delayed.

6. FUNDING AND COSTS

The Funding shall be provided by Pearson to the Trust as detailed in Schedule 4. Pearson recognises that the Trust may seek additional funding and collaboration with

other persons, organisations and companies, but that Pearson retains headline sponsor status for the Collaboration as per 5.4 above.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 **Background IP** Ownership of Intellectual Property Rights in all Content (other than CPR Content and Trust Content) (“Background IP”) existing prior to the Collaboration remains unchanged. Such Background IP is listed in Schedule 6, as may be amended by agreement from time to time. Prior to incorporation in the Products, Pearson must expressly agree to its inclusion and agree with the owner the appropriate licensing rights to be granted to the parties for use of such Background IP.
- 7.2 **CPR Content** Ownership of all existing Intellectual Property Rights in the CPR Content will remain unchanged.
- 7.3 **Trust Content** the Trust shall own all Intellectual Property Rights in the Trust Content.
- 7.4 **Collaboration Content** Pearson shall own all Intellectual Property Rights in the Collaboration Content and Products, with the exception of any CPR Content included in them and hereby grants to the Trust a perpetual, irrevocable non-exclusive, royalty-free worldwide licence to use, the Collaboration Content and Pearson Content for its own non-commercial purposes in all media, but not for any other commercial purpose. If the Trust wishes to use the Collaboration Content or the Pearson Content for any other purposes, it shall make a proposal to Pearson, including as to reasonable royalties to be paid, which shall be in Pearson’s absolute discretion to accept or otherwise.
- 7.5 The Trust assigns with full title guarantee, where relevant by way of present assignment of future rights, to Pearson absolutely all the Intellectual Property Rights in and to Trust Content incorporated into the Collaboration Content throughout the world for the entire period of such rights and all extensions, renewals and revivals of such rights provided always that the assignment shall be subject to any third party rights or payments due to third parties (which shall be identified by the Trust).
- 7.6 The Trust will procure the grant to Pearson for the Term of a non-exclusive, royalty free, worldwide licence of the Trust trade marks including the name ‘Cambridge Primary Review’, brands and logos solely in order for the Trust to carry out its obligations under the Collaboration subject to the terms of a separate trade mark licence the terms of which shall be agreed in good faith and which shall be in keeping with the terms of this agreement.
- 7.7.1 The Trust warrants:
- (a) that it has full power and authority to enter into this agreement and to grant the rights in the Trust Content and its part (if any) of the CPR Content hereunder; and
 - (b) that it has obtained all clearances necessary for the use of the rights granted under this agreement and confirms that there are no encumbrances or claims in respect of the rights so granted that will inhibit or prevent Pearson’s use thereof as provided for in this agreement, subject to those third party rights and obligations due to third parties identified by the Trust in advance. The Trust will provide all reasonable assistance to Pearson in obtaining permissions/clearance from those third parties for the use of their materials as contemplated in this agreement.
- 7.7.2 Pearson warrants:

- (a) that it has full power and authority to enter into this agreement and to grant the rights in the Pearson Content hereunder; and
 - (b) that it has obtained all clearances necessary for the use of the rights in the Pearson Content granted under this agreement and confirms that there are no encumbrances or claims in respect of the rights so granted that will inhibit or prevent the Trust's use thereof as provided for in this agreement.
- 7.8 **Ownership of Trust Trade Marks.** Pearson acknowledges that the Trust (or its licensors) retains all right title and interest in the Intellectual Property Rights in the Trust trade marks and Pearson shall not acquire any right or interest in the same other than as set out in this Agreement.
- 7.9 **Ownership of Pearson Content and Trade Marks** The Trust acknowledges that Pearson (or its licensors) own all Intellectual Property Rights in the Pearson Content and the Trust shall not acquire any right or interest in the same other than as set out in this Agreement.
- 7.10 The Products shall include the copyright notice of Pearson but will also acknowledge such contributions to Trust Content as the Trust may reasonably require and to CPR Content in accordance with all third party rights (such as for instance the University of Cambridge and Routledge).
- 7.11 **Further Assurance.** Each party undertakes (i) to promptly and fully notify the other of any actual threatened or suspected infringement of Intellectual Property Rights in the Collaboration Content, Products or the trade marks of either party which comes to its notice; (ii) in the case of the Trust, to do all acts and execute all documents necessary or desirable for and to enable Pearson to bring or pursue any action for infringement of Intellectual Property Rights in the Collaboration or Pearson Content or Products; and (iii) (at the other's expense) to do all acts and execute all documents necessary or desirable for and to enable the other to bring or pursue any action for infringement of Intellectual Property Rights in the other's trade marks or trade names used in relation to the Products or Collaboration Content.

8. DATA PROTECTION

Each party warrants that it in carrying out its activities under this Agreement it will comply with all relevant data protection legislation including (but not limited to) maintaining all necessary registrations and obtaining required customer consents or waivers ("Data Protection Warranty").

9. EXCLUSIVITY

- 9.1 The Trust agrees that throughout the Term it will work exclusively with Pearson on commercial products and services for the education market worldwide, and not produce directly or indirectly, on its own or with any third party, such commercial products and services as could be in direct competition with those of the Collaboration or those of Pearson.
- 9.2 Pearson agrees that it will not seek to apply the Trust's commitment in clause 9.1 to products and services that the Trust may supply as part of its continuing activities as defined by Schedule 5 which because of their small scale or unique nature do not in any sense compete commercially with the activities of the Collaboration or Pearson.
- 9.3 After the Term, if Pearson wishes to use the Collaboration Content in a manner which is outside the scope of any approval given by the Trust and/or any relevant third party under clause 4.1 then Pearson must obtain such additional approvals in advance of any use, such approvals not to be unreasonably withheld.
- 9.4 After the Term, if the Trust wishes to use the Collaboration Content or Pearson Content in a manner which is outside the scope of any approval given by Pearson

under clause 4.1 then the Trust shall seek such additional approvals from Pearson in advance of any use, such approvals not to be unreasonably withheld.

10. INDEMNITY

10.1 **Indemnity obligation.** Each party ("Indemnifying Party") hereby agrees to indemnify the other ("Indemnified Party") against all liability arising from any claim (which includes any and all actions, costs, damages, expenses, liabilities and/or proceedings) brought or made against the Indemnified Party by a third party caused by breach by the Indemnifying Party of :-

10.1.1 The Data Protection Warranty set out in Clause 8; or

10.1.2 The warranties set out in Clause 7.7.1 (in the case of the Trust) and 7.7.2 (in the case of Pearson).

10.2 **Indemnified Party obligations.** The Indemnified Party shall:

10.2.1 promptly give notice in writing to the Indemnifying Party of any such claim;

10.2.2 make no admission without the prior written consent of the Indemnifying Party;

10.2.3 procure that the Indemnifying Party is allowed sole conduct and control (at the Indemnifying Party's expense) of the defence of any such claim and any related settlement negotiations.

11. CONFIDENTIAL INFORMATION

11.1 **Local definition.** In this Clause "**confidential information**" means information (a) of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans or affairs of the disclosing party; (b) relating to the methods or techniques used by the disclosing party in developing, providing operating or using the Product; (c) the terms of this Agreement; or (c) marked "Commercial in Confidence" or otherwise expressly designated as confidential.

11.2 **Confidentiality Obligation.** Each party (the "**recipient**") shall keep secret and not disclose to anyone (except on a need to know basis for internal use to its employees or individual consultants bound by express written secrecy obligations) without the prior written consent of the other (the "**disclosing party**") any confidential information received from or belonging to the disclosing party.

11.3 **Exceptions.** Clause 11.2 above shall not apply to any confidential information to the extent that disclosure is required to or by any court, tribunal or government authority with competent jurisdiction; it becomes generally and freely publicly available through no fault of the recipient or its servants or agents; or it can be shown to have been independently originated by the recipient or communicated to it in circumstances other than where a duty of confidence existed.

11.4 **Survival.** This Clause shall survive termination of this agreement for any reason.

12. DURATION AND TERMINATION

12.1 **Duration** This Agreement shall begin and remain in place for the duration of the Term subject as otherwise provided.

12.2 **Termination on Notice.** Either party may terminate this Agreement by giving 12 months written notice to the other party.

12.3 **Termination for breach, insolvency.** Either Pearson or the Trust (the "**Terminating Party**") shall be entitled by written notice to the other to terminate this Agreement forthwith upon written notice on the happening of any of the following events:-

- 12.3.1 if the other commits any material breach of its obligations under this Agreement which shall not have been remedied within 30 days of the Terminating Party having given notice to the other party in writing specifying the breach and requiring its remedy within such 30 day period;
- 12.3.2 if the other becomes unable to pay its debts as they fall due, enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction where the emerging company assumes the obligations of the party entering into liquidation), compounds with its creditors or has an administrator, administrative receiver, receiver or other encumbrancer appointed of all or any part of its assets or undertaking or takes or suffers any similar action in consequence of debt.
- 12.4 **Consequences of Termination.** Subject to the remainder of this Clause, upon the Termination Date the licences granted under this Agreement shall not expire. From the Termination Date Pearson may continue to make available, publish and distribute the Products including any revised editions on the terms of this Agreement for as long as commercially viable subject to the payment provided for in Schedule 4 and the provisions of clause 9.3. The Trust may continue to use the Pearson Content and the Collaboration Content in the same manner as set out in clause 7.3.
- 12.5 **Accrued rights and Survival.** The termination of this Agreement howsoever arising or caused shall except as otherwise provided be without prejudice to any rights of either party which have accrued up to the date of termination and shall not operate to affect any provisions that either in accordance with their terms are expressed to operate or have effect after or impliedly survive such termination, including this Clause.
- 13. FORCE MAJEURE**
- 13.1 **Suspension of performance.** If either party is rendered unable because of force majeure to carry out all or part of its obligations under this Agreement and if it shall promptly have given written notice of the occurrence of the cause relied on to the other, then performance of the obligations of the notifying party so far as they are affected by such force majeure shall be suspended during the continuance of the same so long as the notifying party shall use its best endeavours to remove or avoid such force majeure as promptly as practicable.
- 13.2 **Local definition.** In this clause "force majeure" means any cause not within the reasonable control of the party claiming suspension all of which by the exercise of diligence such party is unable to prevent, but shall exclude any legal inability to grant any licences granted or purported to be granted pursuant to this agreement.
- 13.3 **Continuing force majeure.** If any force majeure event is relied on for longer than three months by either party as excusing or delaying performance by it of any material obligation hereunder, the other shall be entitled to terminate this Agreement in whole or in part forthwith on written notice.
- 14. GENERAL**
- 14.1 **Assignment and sub-contracting** Except as expressly otherwise provided this Agreement is personal to the parties and neither of them shall assign, transfer or charge or in any way make over this Agreement or any of its rights hereunder without the prior written consent of the other (not to be unreasonably withheld or delayed).
- 14.2 **Entire Agreement.** This Agreement supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to its subject matter. Each party acknowledges and agrees that it has not relied on any representations (unless fraudulent) made by the other. Unless otherwise expressly agreed in writing it

applies in place of and prevails over any terms or conditions contained in or referred to in correspondence or elsewhere or implied by course of dealing.

- 14.3 **Variation.** Any variation to this Agreement shall only be effective if in writing under the hand of an officer or other representative of each of the parties hereto duly authorised in that behalf.
- 14.4 **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction it shall be deemed to have been deleted without affecting the remaining provisions.
- 14.5 **No Partnership, etc.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties or be deemed to constitute either party acting as agent of the other and neither party shall have any authority or power to bind or contract in the name of or create a liability for or against the other. No term of this Agreement shall be enforceable by a person not a party to it.
- 14.6 **Waiver.** No failure by either party to exercise any right or remedy available to it nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any further exercise of it.
- 14.7 **Notices.** Any notice to be given by either party shall be in writing and delivered personally or sent by pre-paid recorded delivery, registered post or fax to the addressee at its address set out below (until notified otherwise) and shall be deemed to be received if delivered personally at the time of receipt, if sent by post 72 hours after being posted (having been correctly addressed) or if sent by fax 24 hours after despatch to the correct fax number. Communications sent by email will not be accepted as notice for the purpose of this clause

The Trust

Address: Cambridge Primary Review Trust, Derwent College M/103, University of York, York, YO10 5DD

Tel: 01904 323468

Fax:

Attention: Chair, Cambridge Primary Review Trust

Pearson

Address: The Legal Department, Pearson International, Edinburgh Gate, Harlow, Essex CM20 2JE

Tel: 01279 623623

Fax: 01279 623409

Attention: Catie Sheret

With a copy to: Sam Derby, Pearson Education Limited, Halley Court, Jordan Hill, Oxford OX2 8EJ

- 14.8 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of the parties hereto or the hands of their duly authorised representatives the day and year first before written.

For The Cambridge Primary Review Trust

Signed: _____

Name & Title: _____

Date: _____

For Pearson Education Limited

Signed: _____

Name & Title: _____

Date: _____

SCHEDULE 1

Pearson Deliverables and Services

A Pearson Deliverables and Services relating to the Collaboration

- 52 days per year from a Pearson representative to direct the Collaboration
- 3 days per year from each of 3 Pearson representatives to attend and chair the Collaboration Steering Group
- £158,000 overhead cost (approximately) for a marketing executive and for field sales team representation and management
- £70,000 advertising and promotion budget
- Online web application to deliver any online components of the Products to schools, teachers and children
- Hosting and deployment services to support the above
- Other website support to enable the Trust to pursue both its Collaboration Activities and its broader mission in support of these
- First and second line customer support by telephone and email
- Warehousing and national and international delivery services to deliver any physical components of the Products to schools

B Additional Pearson Deliverables and Services

- 3 days per year from a Pearson representative to attend meetings of the Board of the Trust.
- 6 days per year from Pearson representatives to provide assistance to the Trust for Trust activities

SCHEDULE 2

The Trust Deliverables and Services

A Indirect Deliverables and Services

The independently-pursued core activities of the Trust listed in Schedule 5, these being an essential prerequisite to the success of the Collaboration and the quality and marketability of its Activities and Products.

- 50 days per year from the Trust's Directorate as a whole (currently four Directors, but numbers may change), funded under the terms of this agreement by Pearson but subject to separate agreements with each Director.
- The days per annum per Director for indirect deliverables to be applied flexibly, subject to the requirement that the Directorate as a whole commits a minimum of 50 days per annum to this aspect of the Collaboration.
- Other days per year from each Trust Director on a basis which the Trust itself will determine through its own individual agreements.

B Direct Deliverables

The time and services provided by the Trust to the Collaboration in the direct creation of the Activities and Products listed in Schedule 3, Parts 2 and 3, and subject to the decisions of the Collaboration Steering Group, viz:

- 50 days per year from the Trust's Directorate as a whole as above.

- The days per annum per Director for direct deliverables to be applied flexibly, subject to the requirement that the Directorate as a whole commits a minimum of 50 days per annum to this aspect of the Collaboration.
- Additional days as needed and negotiated, and subject to separate agreements.

SCHEDULE 3

Collaboration Plan

Part 1: Principles of the Collaboration

The Collaboration will apply the aims, principles and evidence of CPR and the Trust to the task of promoting high quality primary education as set out below.

Entitlement *Our services aim to help schools to offer all children a primary education that is visionary, principled, broad, balanced, relevant and rich, and is taught to a high standard in all its aspects.*

Equity *Our services aim to help schools provide for all children, regardless of their circumstances, equality of educational access and equity in educational provision and outcome.*

Excellence *Our services will be designed to help schools to achieve excellence in learning and teaching and in professional development and leadership.*

Expertise *Our services will aim to strengthen professional expertise and institutional capacity in support of the above; and will be supported and designed by experts in the fields of childhood, pedagogy, curriculum, assessment, leadership and professional development.*

Empowerment *Our services will be designed to help schools to enable children to take control of their learning and lives in accordance with the UN Convention on the Rights of the Child, and to enable teachers to exercise the responsible and informed autonomy that is the mark of a mature profession. We will therefore offer guidance rather than prescription and will respect schools' professional discretion and understanding of their own contexts and communities, supporting them in making their own decisions.*

Evidence *Our services will be built on the aims, ideas, evidence and proposals of the Cambridge Primary Review and the work of those others who share the commitment of CPR and the Trust to evidence, vision and quality in primary education and Pearson's commitment to demonstrating the impact on learning provision and outcomes of its products and services.*

Part 2 Collaboration Activities

The Collaboration will seek to provide the following educational products and services to primary schools within the Term (The Products):

1. A curated website or web application containing a summary of CPR principles, vision, evidence, findings, proposals and resources, also published initially and later in revised form in another form or other forms to be agreed
 - a. *A video documentary relating to CPR curriculum principles and evidence and the six imperatives for curriculum development to accompany the Curriculum 2014 events (the already existing video)*

- b. *A booklet relating to CPR curriculum principles and evidence and the six imperatives for curriculum development to accompany the Curriculum 2014 events (the already existing booklet)*
- c. *An online community with both public and private content (for the latter of which there may be a charge) developed with Wordpress, Neo Connect or another off-the-shelf technology or a Pearson-owned technology containing the above and other pieces of content either created as part of the collaboration or created by either party and agreed to be included (for example, the 40pp CPR report summary), information about CPRT-Pearson products and services, and links to CPRT principles, vision, evidence, findings, proposals and resources.*
- d. *A booklet relating to CPR assessment principles and evidence and a set of imperatives for assessment framework development.*
- e. *A video documentary relating to CPR principles and evidence around assessment and the assessment imperatives.*

2. A curriculum package consisting of a curriculum framework with associated products and CPD services relating both to the curriculum as a whole and its various domains, areas or subjects

- a. *A programme of conferences aimed at primary school teachers and leadership teams to promote the development of evidence-based curricula in primary schools during the implementation period of the English National Curriculum 2014 (the Curriculum 2014 programme of events, with ongoing improvements during 2014 and 2015, possibly to include assessment)*
- b. *A portfolio of in-school consultancy services providing evidence-based professional development in the following areas: Developing an outstanding curriculum 1 (the curriculum audit); Talk for teaching, talk for learning; Assessment without levels; Pupil voice (for launch May 2014 and delivery from September 2014)*
- c. *A consultancy or school improvement offering consisting of an ongoing service bought annually by a school which procures the consultancy of a CPRT-Pearson associate and the development of a bespoke programme of PD based on the portfolio of events and products mentioned in 1 and 2 above.*
- d. *A curriculum framework articulating how schools, whether or not they use the English NC as a starting point, might deliver the 'bottom line' of an entitlement curriculum in terms of outcomes for children, building on the six imperatives and the CPR curriculum recommendations as articulated in the 40pp book, case studies of CPRT school alliance schools.*

3. A programme of consultant recruitment and training to ensure the successful mediation of the first two tasks above.

- a. *An agreed process for the recruitment, training and quality assurance of associate trainers (see accompanying paper, Recruitment and QA proposal for CPRT associates)*
- b. *An agreed schedule for the recruitment, training and induction and QA sections of the above.*
- c. *Participation in the recruitment, training and induction and QA sections of the above.*

SCHEDULE 4

Funding

All sums and payments under this Agreement are given exclusive of VAT which shall be paid in addition by Pearson.

Pearson will support the Trust directly, starting from the commencement date of the Agreement at the base level of £100,000 annually plus the agreed annual staffing inflationary element of 2.29%, subject to the need for due flexibility in the annual apportioning of funding in response to the phasing of the Trust's development each such payment to be made annually in advance on the commencement of the Term and on the first two anniversaries.

In addition, business cases may be presented to the Pearson Board seeking additional funding related to the Products, in return for agreed additional Deliverables. Such business cases may involve 3rd parties as agreed by the Steering Group and if agreed as part of the business case by Pearson. Where Pearson provides additional funding for the creation of the Products, Pearson will be the final decision-maker on the use of that additional funding, except where CPRT wishes to make corrections relating to incorrect reference to its aims, evidence and principles.

Pearson shall pay or procure the payment to the Trust of 3% of the net receipts from sales of the Products (excluding shipping costs, returns and value added or similar sales taxes) by or authorised by Pearson during and after the Term in accordance with the provisions of this agreement provided that the companies shall agree in good faith the definition of gross receipts as applicable to all relevant media of exploitation before any such exploitation takes place. Pearson shall advance the Trust £20,000 of this royalty payment each year in advance beginning on the commencement date and thereafter at each Anniversary.

Should directors of the Trust acting as individuals or other individuals as agreed by the Steering Group contribute to the Products they may receive additional fees and / or royalty payments as agreed separately.

Should the Trust be requested by the Steering Group to contribute additional content or deliverables to produce the Products, then a business case may be presented to the Pearson board proposing an additional fee or royalty payment to the Trust from Pearson.

Records. Both the Trust and Pearson shall keep copies of all material documentation, including in relation to its expenditure, relating to its activities under the Collaboration ("Records"). Such Records shall be maintained for two years after expiry of this Agreement and produced for inspection by either party upon reasonable request.

Audit. For the duration of this Agreement and for two years after expiry, Pearson and the Trust (or their nominated representatives) shall have the right (upon reasonable notice) and at their cost and no more than once per calendar year to have access to the Records kept by the other party in connection with and for the purposes of the Collaboration for the purposes of audit and inspection. Any discrepancy in expenses incurred revealed as a result will entitle the party concerned to demand repayment of any corresponding Funding.

SCHEDULE 5

Trust Activities - the work of the Trust

The Trust exists to extend and build upon the work of the Cambridge Primary Review (CPR) and advance the cause of high quality primary education for all children in accordance with CPR's core aims, principles and evidence and the Trust's commitment to the principles listed in Schedule 3, Part 1.

The Trust will:

- (1) Continue to address the themes, questions, priorities and challenges that lie at the heart of CPR's mission to maximise the quality of young children's primary education.
- (2) Both independently and through the Collaboration, help schools and teachers to build institutional, individual and collective capacity to respond effectively yet discriminatingly to the requirements of policy, but also to address those important aspects of professional practice and larger educational questions with which policy does not deal.
- (3) Continue the task of national and international dissemination and discussion of CPR's evidence, ideas and principles, using a variety of print, broadcast and online media.
- (4) Revisit and where necessary extend CPR's evidence base in relation to the above.
- (5) Continue to engage with and seek to influence government, opposition, professional associations and other key national stakeholders in pursuit of a generous and relevant vision of primary education grounded in evidence and achieved through sound policy and practice.
- (6) Review, consolidate and extend the CPR's professional network, its databases and its regional centres.
- (7) Organise at appropriate intervals, and with Pearson support, a major and prestigious international conference to foreground evidence and issues germane to the advancement of high quality primary education and to showcase the work of the Trust and the Collaboration.

SCHEDULE 6

Background IP

Robin Alexander

Children, their World, their Education: final report and recommendations of the Cambridge Primary Review, Routledge 2010

Culture and Pedagogy, Wiley-Blackwell 2001.

Essays on Pedagogy, Routledge, 2008.

Towards Dialogic Teaching (4th edition), Dialogos 2008.

Dialogic Teaching Essentials (unpublished CPD support document).

What is Dialogic Teaching and Why is it Needed? (powerpoint presentation)

Making Dialogic Teaching Happen (powerpoint presentation)