

Schedule 33

DWP Additional Requirements

Schedule 33: DWP Additional Requirements

1. Definitions

In this Schedule, the following definitions shall apply:

“Administration” means a rescue mechanism under the Insolvency Act 1986 where a company may be rescued or reorganised or its assets realised under the protection of a statutory moratorium. The company is put into administration and an administrator is appointed;

“Administrator” means an insolvency practitioner who is appointed to manage a company's affairs, business and property in an administration;

“Bribery Act 2010” means the Bribery Act 2010 and any subordinate legislation made under the Bribery Act 2010 from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

“Crown” means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers, government departments, government and particular bodies, and government agencies;

“DWP Offshoring Policy” means the Authority's policy and procedures in relation to hosting or accessing the Authority's IT Environment or official information outside of the UK including Landed Resources as advised to the Supplier by the Authority from time to time;

“Fraud” means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown;

“Landed Resources” means when the Supplier or its Sub-contractor causes foreign nationals to be brought to the United Kingdom, to provide the Services;

“Liquidation” means the appointment of a liquidator who collects in and distributes the company's assets and dissolves the company. The company can also be put into provisional liquidation before a final winding up order is granted;

“Property” means any tangible property or equipment (excluding real property and IPR) that is issued or made available to the Supplier by the Authority in connection with this Contract; and

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“Staff” mean all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier’s workers, agents, suppliers and Sub-contractors used in the performance of its obligations under the Contract.

2. Prevention of Fraud

2.1 The Authority places the utmost importance on the need to prevent Fraud and irregularity in the delivery of this Contract. Without prejudice to its other obligations under the Contract, the Supplier and Sub-contractors are required to:

2.1.1 ensure that the Supplier and/or Sub-contractors performance management systems do not encourage individual staff to make false claims regarding achievement of Contract performance targets;

2.1.2 ensure a segregation of duties within the Supplier’s and/or Sub-contractors operation between those employees directly involved in delivering the Services performance and those reporting achievement of Contract performance to the Authority; and

2.1.3 ensure that an audit system is implemented to provide periodic checks, as a minimum at six (6) monthly intervals, to ensure effective and accurate recording and reporting of Contract performance.

2.2 The Supplier shall use its best endeavours to safeguard the Authority’s funding of the Contract against Fraud generally and, in particular, Fraud on the part of the Supplier’s directors, employees or Sub-contractors. The Supplier shall pay the utmost regard to safeguarding public funds against misleading claims for payment and shall notify the Authority immediately if it has reason to suspect that any serious irregularity or Fraud has occurred or is occurring.

2.3 If the Supplier, its Staff or its Sub-contractors commits Fraud in relation to this or any other Contract with the Crown (including the Authority) the Authority may:

2.3.1 recover from the Supplier the amount of any Losses suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the anticipated Term of this Contract; or

2.3.2 recover in full from the Supplier any other Losses sustained by the Authority in consequence of any breach of this Paragraph.

2.4 Without prejudice to the Authority’s other rights under the Contract, any act of Fraud committed by the Supplier or its Sub-contractors (whether under this Contract or any other Contract with any other contracting authority) shall entitle the Authority to immediately terminate this Contract, and any other

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Contract the Authority has with the Supplier, by serving written notice on the Supplier.

- 2.5 Without prejudice to the Authority's other rights under the Contract, if the Authority finds that the Supplier has deliberately submitted false claims for Contract payments with the knowledge of its senior officers the Authority will be entitled to terminate this Contract, or any other Contract the Authority has with the Supplier, with immediate effect.

3. Offshoring

Supply of the Services

- 3.1 While not in any way limiting any other provision of this Contract, in delivering the Services the Supplier and any of its Sub-contractors shall comply with the DWP Offshoring Policy. The DWP Offshoring Policy shall apply to Landed Resources.

Protection of Information

- 3.2 In accordance with the DWP Offshoring Policy and while not in any way limiting any other provision of this Contract, the Supplier and any of its Sub-contractors, shall not offshore Authority Data (as described in the DWP Offshoring Policy) outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question.
- 3.3 Where the Authority has given its prior written consent to the Supplier to process, host or access Authority Data from premises outside the United Kingdom (in accordance with Clause 21 (*Protection of Personal Data*) and Schedule 31 (*Processing Personal Data*)):
- 3.3.1 the Supplier must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data; and
- 3.3.2 the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

4. Prevention Of Bribery And Corruption

- 4.1 The Supplier shall, if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010.

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- 4.2 Without prejudice to the Authority's other rights and the Supplier's obligations under Clause 37 (*Prevention of Fraud, Bribery and Conflicts*), if the Supplier notifies the Authority that it suspects or knows that there may be a breach of Clause 37 (*Prevention of Fraud, Bribery, and Conflicts*) and/or this Paragraph 4, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and any other relevant documentation.
- 4.3 Without prejudice to the Authority's other rights and the Supplier's obligations under Clause 37 (*Prevention of Fraud, Bribery and Conflicts*), if the Supplier, its Staff or anyone acting on the Supplier's behalf engages in any Prohibited Act, the Authority may:
- 4.3.1 terminate the Contract under Clause 31.1.2 (*Termination by the Authority*) and recover from the Supplier the amount of any Losses suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the anticipated Term of this Contract; or
 - 4.3.2 recover in full from the Supplier any other Losses sustained by the Authority in consequence of any breach by the Supplier of Clause 37 (*Prevention of Fraud, Bribery, and Conflicts*) and/or this Paragraph 4.
- 4.4 Despite Clause 43 (*Disputes*) and Schedule 23 (*Dispute Resolution Procedure*), any dispute relating to:
- 4.4.1 the interpretation of Clause 37 (*Prevention of Fraud, Bribery, and Conflicts*); and/or
 - 4.4.2 this Paragraph 4; and/or
 - 4.4.3 the amount or value of any gift, consideration or commission,
- shall be determined by the Authority and its decision shall be final and conclusive.
- 4.5 Any termination under Clause 31.1.2 (*Termination by the Authority*) and/or this Paragraph 4 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.
- 4.6 In exercising its rights or remedies under (i) Clause 31.1.2 (*Termination by the Authority*) in connection with any Default by the Supplier under this Clause 37 (*Prevention of Fraud, Bribery, and Conflicts*) and/or this Paragraph 4, (ii) Clause 37 (*Prevention of Fraud, Bribery, and Conflicts*) and/or (iii) this Paragraph 4, the Authority shall:

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- (a) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identify of, the person performing any Prohibited Act(s); and
- (b) give all due consideration, where appropriate, to action other than termination of the Contract.

5. Administration, Liquidation, and Exit

- 5.1 In addition to the requirements of Schedule 25 (*Exit Management*), and without prejudice to the Authority's other rights under the Contract, upon the termination or expiry of all or part of the Contract, and/or otherwise upon the Supplier entering Liquidation, the Supplier shall at its own cost and at no cost to the Authority:
 - 5.1.1 conduct a full and thorough search for any electronic and paper records held by the Supplier which contain Authority Data in accordance with the Authority's instructions;
 - 5.1.2 return all such records to the Authority in accordance with their instructions;
 - 5.1.3 permanently destroy all copies of any relevant electronic records; and
 - 5.1.4 provide written confirmation to the Authority that the actions outlined above in this Paragraph have been completed.
- 5.2 In the event of a Sub-contractor of the Supplier being in Liquidation then the Supplier shall recover records held by the Sub-contractor and provide assurance to the Authority that they have been recovered.
- 5.3 In the event the Supplier is put into Administration the Authority will work closely with the Administrator to ensure the Supplier is able to maintain Authority and other records they have created and held and maintain these standards in the safekeeping of Authority information, i.e. these records must be stored in accordance with Authority information assurance and HMG Cabinet Office information security standards.
- 5.4 Whilst in Administration the duty of the Administrator is to help the Supplier trade. This may involve the Administrator seeking an organisation to buy up the Supplier. The assignment or novation of this Contract to new ownership is not automatic and no assignment, novation, or other transfer of this Contract shall be valid without the prior written consent of the Authority.

6. Social Value and Life Chances Through Procurement

- 6.1 Without prejudice to the Supplier's other obligations under this Contract in connection with Social Value (including, but not limited to, as set out in the Authority Requirements), the Supplier shall comply with Annex 1 (*Social Value*

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and Life Chances Through Procurement) to this Schedule 33 (*DWP Additional Requirements*) at all times during the Term.

7. Property Terms

- 7.1 Where the Authority provides Property free of charge to the Supplier such Property shall be and remain the property of the Authority and the Supplier irrevocably licences the Authority and its agents to enter upon any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property. The Supplier shall not in any circumstances have a lien or any other interest on the Property and the Supplier shall at all times have access to or custody of the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- 7.2 The Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise in writing within five (5) Working Days of receipt.
- 7.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- 7.4 The Supplier shall ensure that all the Property whilst in its custody, either on the Authority's Premises or elsewhere during the supply of the Services, is secured in accordance with the Authority's security requirements as set out in this Contract.
- 7.5 The Supplier shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Authority's Default. The Supplier shall inform the Authority within two (2) Working Days of becoming aware of any defects appearing in, or loss or damage occurring to, the Property.

8. Welsh Language Scheme

- 8.1 The Supplier shall comply with the terms of Annex 2 (Welsh Language Scheme) to this Schedule 33 (*DWP Additional Requirements*) at all times during the Term.

ANNEX 1

SOCIAL VALUE AND LIFE CHANCES THROUGH PROCUREMENT

This Annex 1 sets out the life chances through procurement requirements which are applicable to the provision of the Services (“**Social Value and Life Chances Through Procurement**”). In this Annex, the following definitions shall apply:

“**Access to Work**” means the access to work programme available at <https://www.gov.uk/access-to-work> which may be amended from time to time;

“**Apprentices**” means apprenticeships as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors;

“**Black and Minority Ethnic People**” means black and minority ethnic people as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors;

“**Disabled People**” means disabled people as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors;

“**Disability Confident Employer**” means the disability confident employer scheme available at <https://www.gov.uk/government/collections/disability-confident-campaign> which may be amended from time to time;

“**Disability Confident Scheme**” means the disability confident scheme (previously named the Guaranteed Interview Scheme) available at <https://www.gov.uk/government/publications/guaranteed-interview-scheme> which may be amended from time to time;

“**Employment Experience**” means employment experience as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors;

“**Life Chances Through Procurement Guidance for DWP Contractors**” means the guidance published at <https://www.gov.uk/government/publications/life-chances-through-procurement-guidance-for-dwp-contractors/life-chances-through-procurement-guidance-for-dwp-contractors> as updated and/or replaced from time to time;

“**National Apprenticeship Service**” means the apprenticeship policies available at <https://www.apprenticeships.gov.uk/employers#> and <https://www.gov.uk/apply-apprenticeship> which may change from time to time;

“**Older Workers**” means older workers as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors;

“**Prison Leavers**” means prison leavers as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors;

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“**Universal Jobmatch**” means the job advertisement platform available at <https://www.gov.uk/find-a-job> which may be amended from time to time;

“**Work Trials**” means the short unpaid period of work offered by the Supplier to a jobseeker who is entitled to receive benefits in line with the following policy <https://www.gov.uk/jobcentre-plus-help-for-recruiters/work-trials>; and

“**Young People**” means young people as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors.

1 General

- 1.1 The Supplier acknowledges that the Crown is committed to assisting people to move from welfare to employment and driving forward improvements in economic, social and environmental well-being.
- 1.2 The Supplier: (a) acknowledges that the Authority has a responsibility to support and promote wider social sustainability objectives for the benefit of society; and (b) agrees to cooperate with the Authority to improve life chances for those most disadvantaged and furthest from the labour market.
- 1.3 The Supplier acknowledges that the Authority is supporting the Crown’s life chances and social value agendas by aiming to promote opportunities for groups of persons (“**DWP Priority Groups**”) which the Authority regards as meriting priority assistance including but not limited to Apprentices, Disabled People, Young People, Older Workers, Prison Leavers and Black and Minority Ethnic People.
- 1.4 This Annex is in addition, and without prejudice, to the Supplier's other obligations under this Contract in connection with Social Value (including, but not limited to, as set out in the Authority Requirements).

2 Diversity and Equality Delivery Plan

- 2.1 In addition to complying with its obligations set out in this Annex (*Social Value and Life Chances Through Procurement*) to Schedule 33 (*DWP Additional Requirements*) the Authority requires the Supplier to provide such information as the Authority may request on: (a) the action(s) the Supplier is taking in the course of supplying the Services to comply with this Annex 1 (*Social Value and Life Chances Through Procurement*) to this Schedule 33 (*DWP Additional Requirements*); and (b) the effect such action(s) have on the Staff used in the performance of its obligations under the Contract.
- 2.2 As part of the information to be provided by the Supplier under paragraph 2.1 of this Annex 1 (*Social Value and Life Chances Through Procurement*) to this Schedule 33 (*DWP Additional Requirements*), the Authority requires the Supplier to provide to the Authority a diversity and equality delivery plan (“**Diversity and Equality Delivery Plan**”) six (6) Months after the Effective Date, and annually thereafter. The Diversity and Equality Delivery Plan must

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be specific to the Contract and include: (a) details of all Staff including but not limited to all Sub-contractors involved in the performance of the Supplier's obligations under the Contract; and (b) details of the action(s) the Supplier is taking to support the Crown's social value agenda including but not limited to the action(s) the Supplier is taking to meet its obligations under paragraph 2.3 of this Annex 1 (*Social Value and Life Chances Through Procurement*) to Schedule 33 (*DWP Additional Requirements*).

2.3 The Diversity and Equality Delivery Plan shall consider the following action(s) in respect of DWP Priority Groups;

a) Apprentices

- Make available to potential members of Staff used in the performance of the Supplier's obligations information about the National Apprenticeship Service.

b) Disabled People

- Take steps to become a Disability Confident Employer.
- Make appropriate use of Access to Work to support recruit and retain disabled workers.
- When recruiting Staff to be used in the performance of the Supplier's obligations under the Contract, offer Disabled People interviews under a Disability Confident Scheme for vacancies for Staff where the Disabled People meet the minimum criteria for such vacancies.
- Offer Work Trials to Disabled People to support filling vacancies for Staff.

c) Young People – Under 25

- Offer Work Trials to Young People to support filling vacancies for Staff.
- Provide Employment Experience to Young People as members of Staff used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.

d) Older Workers – Over 50

- Offer Work Trials to Older Workers to support filling vacancies for Staff.

e) Prison Leavers

- Offer Work Trials to Prison Leavers to support filling vacancies for Staff.

f) Black and Minority Ethnic People

- Offer Work Trials to Black and Minority Ethnic people to support filling vacancies for Staff.

g) Employee Vacancies

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- Advertise all vacancies for Staff via Universal Jobmatch in addition to any other recruitment agencies with whom the Supplier advertises such vacancies and any other actions the Supplier takes to recruit Staff.

2.4 The Diversity and Equality Delivery Plan must also include:

- (a) an overview of Supplier and any Sub-contractor's policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:
 - i) age;
 - ii) disability;
 - iii) gender reassignment;
 - iv) marriage and civil partnership;
 - v) pregnancy and maternity;
 - vi) race;
 - vii) religion or belief;
 - viii) sex; and
 - ix) sexual orientation;
- (b) an overview of Supplier and any Sub-contractor's policies and procedures covering:
 - i) harassment;
 - ii) bullying;
 - iii) victimisation; and
 - iv) Staff training and development;
- (c) details of the way in which the above policies and procedures are, or will be (and by when), communicated to Staff;
- (d) details of what general diversity and equality related training has been, or will be delivered (and by when), to Staff; and
- (e) details of what structure and resources are currently directed towards active promotion of diversity and equality within the Staff used in the performance of the Supplier's obligations under this Contract, or if not currently in place, what will be put in place and by when.

2.5 The Authority will consider and must agree the contents of Diversity and Equality Delivery Plan. Any issues will be raised with the Supplier by the Contract manager acting on behalf of the Authority. If an issue relates to a Sub-contractor, the Supplier must raise and resolve the issue with the Sub-contractor.

Life Chances Workforce Monitoring Template

2.6 The Supplier shall provide the Life Chances Workforce Monitoring template (contained in Appendix 1 to this Annex 1 (*Social Value and Life Chances Through Procurement*)) to this Schedule 33 (*DWP Additional Requirements*)),

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duly completed in full by the Supplier in respect of all Staff (including but not limited to all Sub-contractors), six (6) Months after the Effective Date and annually thereafter.

- 2.7 The Supplier shall complete the Life Chances Workforce Monitoring template in line with the 'Life Chances through Procurement Guidance for DWP Contractors' and the Contract definitions.
- 2.8 The Supplier will compare figures in all categories listed in Annex 1 (*Social Value and Life Chances Through Procurement*) and provide (where possible) comparisons against any official national/regional statistics that are publicly available in accordance with the 'Life Chances through Procurement Guidance for DWP Contractors' provided by the Authority to the Supplier.
- 2.9 The 'Life Chances through Procurement Guidance for DWP Contractors' provides links to a number of data collection sources, this is not an exhaustive list and other sources are available. The Authority recognises that there may be regional variations in terms of population demographics and some data categories and coverage may not be complete or fully aligned, however, the Supplier agrees to provide high level analysis and identification of trends as and when requested by the Authority.
- 2.10 The Supplier shall provide and shall ensure that its Sub-contractors provide such evidence as the Authority may require of action(s) undertaken or planned by the Supplier and/or any Sub-contractor to improve the numbers in the Life Chances Workforce Monitoring template (contained in Appendix 1 to this Annex 1 (*Social Value and Life Chances Through Procurement*)) to this Schedule to the satisfaction of the Authority.
- 2.11 Diversity and equality, the Crown's social value agenda and DWP Priority Groups will be discussed jointly by the Authority and the Supplier as an on-going item at Contract review meetings. Such meetings will discuss the information provided by the Supplier in accordance with paragraph 2.2 of this Annex 1 (*Social Value and Life Chances Through Procurement*) to Schedule 33 (*DWP Additional Requirements*).

APPENDIX 1

LIFE CHANCES WORKFORCE MONITORING

Important – the figures the Supplier provides should ideally relate to the staff used in the performance of the Supplier's obligations under the Contract, which would include any Sub-contractors. However, the Supplier may provide this information at Supplier Group level, rather than at Contract level, in the event that this information cannot be made available at Contract level.

Date of Return Month: Year	
Name of Contract:	
Contract Number:	
Name of Supplier:	
Effective Date:	
Total Number of Staff, which for the avoidance of doubt includes any Sub-contractors	

1 – Number of new Staff posts created

New Staff Posts	Number of new Staff posts created in period	
	1-34 hr per week posts	35 hr + per week posts
Baseline return (at 6 months for months 0-6)		
1 st annual return (at 18 months for months 7-18)		
2 nd annual return (at 30 months for months 19 - 30)		
3 rd annual return (at 42 months for months 31-42)		

2 – Number of Apprentices in Staff

DWP Priority Group - Apprentices	Number of Apprentices in Staff which have been employed for 26 weeks or longer in period	% of Apprentices in Staff at the end of the period	Number of Apprentices who began apprenticeships as part of the Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			

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2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

3 – Number of Disabled People in Staff

DWP Priority Group - Disabled People	Number of Disabled People in Staff which have been employed for 26 weeks or longer in period	% of Disabled People in Staff at end of period	Number of Disabled People who began employment as part of the Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

4 – Number of Disabled People, who had been interviewed by the Supplier under the Disability Confident Scheme (DIS) for Staff posts,

DWP Priority Group – Disabled People in the Staff who had been interviewed by the Supplier under the DIS	Number of Disabled People who have been interviewed for Staff posts by the Supplier under the DIS during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19 - 30)	
3 rd annual return (at 42 months for months 31-42)	

5 – Number of Young People in Staff

DWP Priority Group - Young People	Number of Young People in Staff which have been employed for 26 weeks or longer in period	% Young People in Staff at end of period	Number of Young People who began employment as part of the Staff during the period

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Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

6 – Number of Older Workers in Staff

DWP Priority Group - Older Workers	Number of Older Workers in Staff which have been employed for 26 weeks or longer in period	% Older Workers in Staff at end of period	Number of Older Workers who began employment as part of the Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

7 – Number of Prison Leavers in Staff.

DWP Priority Group - Prison Leavers	Number of Prison Leavers in Staff which have been employed for 26 weeks or longer in period	% Prison Leavers in Staff at end of period	Number of Prison Leavers who began employment as part of the Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return			

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(at 42 months for months 31-42)			
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8 – Number of Black or Minority Ethnic (BME) in Staff

DWP Priority Group - Black or Minority Ethnic (BME)	Number BME in Staff which have been employed for 26 weeks or longer in period	% BME in Staff at end of period	Number of BME who began employment as part of the Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

9 – Number of Employment Experience placements conducted

Employment Experience placements	Number of Employment Experience placements conducted during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19 - 30)	
3 rd annual return (at 42 months for months 31-42)	

10 – Number of Work Trials conducted as part of the recruitment of Staff.

Work Trials	Number of Work Trials conducted during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19 - 30)	
3 rd annual return (at 42 months for months 31-42)	

11 – Number of vacancies for Staff advertised via Universal Jobmatch

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Staff vacancies advertised via Universal Jobmatch	Number of vacancies for Staff advertised via Universal Jobmatch during the period	% of all vacancies for Staff advertised via Universal Jobmatch during the period.
Baseline return (at 6 months for months 0-6)		
1 st annual return (at 18 months for months 7-18)		
2 nd annual return (at 30 months for months 19 - 30)		
3 rd annual return (at 42 months for months 31-42)		

ANNEX 2

WELSH LANGUAGE SCHEME

This Annex to Schedule 33 sets out the Supplier's obligations which are applicable to the provision of the Services in Wales.

1 General

- 1.1 The Supplier acknowledges that in relation to the operation of its Services which are delivered in Wales, the Authority has an obligation to actively promote the equality of the English and Welsh languages, in accordance with the Welsh Language Act 1993.
- 1.2 In the performance of the Contract, the Supplier shall ensure that it cooperates with the Authority in satisfying this duty, by fully complying with the requirements of this Schedule 33.

2 The DWP Welsh Language Scheme

- 2.1 The DWP Welsh Language Scheme can be found at:-

<https://www.gov.uk/government/organisations/department-for-work-pensions/about/welsh-language-scheme> (the "DWP Welsh Language Scheme")
- 2.2 The Supplier shall, in the delivery of the Services, ensure that it complies with the DWP Welsh Language Scheme and such instructions as the Authority may issue from time to time in respect of promoting the equality of the English and Welsh languages.

3 Delivery of Services in Welsh

- 3.1 The Supplier undertakes that members of the public who have dealings with them are able to do so in English or Welsh, whichever is their preference.
- 3.2 The Supplier will ensure that:-
- a) those who want, or are required, to correspond with the Supplier will be able to do so in English or Welsh;
 - b) those who are known to prefer corresponding through the medium of Welsh will have correspondence initiated in Welsh;
 - c) any correspondence received in Welsh will be answered in Welsh within the same timescales and standards as those written in English;
 - d) Staff who are in Wales will greet any telephone callers in English and Welsh once the caller's preferred language can be ascertained;

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- e) any help lines set up to deliver the service must offer a Welsh or English option and sufficient Welsh language speakers must be available to deal with callers through the medium of Welsh, if they select the Welsh option;
- f) any answer phones in the Supplier's offices in Wales will have a pre-recorded bilingual message;
- g) all people who participate in the Services are able to contribute through the medium of English or Welsh;
- h) all material published and printed for use in Wales shall be available in English and Welsh, and available for use within the same timescales. The standard of bilingual or Welsh material shall be of equal quality to those produced solely in English;
- i) all forms and explanatory material be available in both English and Welsh and available for use within the same timescales;
- j) any complaints or grievance procedure should be provided in both English and Welsh;
- k) any websites, including any interactive pages, set up to support the delivery of the service must be available in both Welsh and English; and
- l) where the Authority has notified the Supplier or the participant has identified that Welsh is their preferred language this should be recorded, ensuring all future dealings with that participant will be in Welsh.