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Home Office

AUTHORITY: The Secretary of State for the Home Department

Schedule 9.3 – Personnel Clearance Procedures

Secure English Language Testing Services

IELTS Consortium

DOCUMENT LIST

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1. PERSONNEL CLEARANCE PROCEDURE

- 1.1 The Concessionaire shall ensure any Staff engaged to deliver the Services comply with and at all times have regard to the legal duties and responsibilities set out in:
- 1.1.1 Section 55 of the Borders, Citizenship and Immigration Act 2009. This provision places a duty on the Secretary of State to make arrangements for ensuring that immigration, asylum, nationality and customs functions are discharged having regard to the need to safeguard and promote the welfare of children in the United Kingdom. Any services provided by contractors which relate to the discharge of Home Office functions must be carried out having regard to the need to safeguard and promote the welfare of children. Section 55 of the Act also requires any person subject to the duty to have regard to any guidance issued by the Secretary of State for the purpose of safeguarding and promoting the welfare of children who are in the United Kingdom.
 - 1.1.2 The Safeguarding Vulnerable Groups Act 2006. This provides for the establishment of the Vetting and Barring Scheme in England, Wales and Northern Ireland.
 - 1.1.3 Both of the provisions referred to in paragraph 1.1.2 above require the Concessionaire to ensure that any Staff engaged to deliver the Services who work with children:
 - (a) are registered with the Disclosure and Barring Service (DBS) and
 - (b) undergo an enhanced Disclosure and Barring Service (DBS) check.
 - 1.1.4 The results of such checks must be known before any employee undertakes duties requiring contact with children.
 - 1.1.5 The Concessionaire will comply with any reasonable request by the Authority for monitoring information to demonstrate the Concessionaire's compliance with both of the provisions referred to above.

2. AUTHORISATION OF CONCESSIONAIRE PERSONNEL

- 2.1 All persons (including all personnel engaged by Concessionaire Sub-contractors where permitted by Schedule 4.1 (Sub-Contractors) whom the Concessionaire proposes to carry out work or perform duties under the Agreement and who shall be required, while carrying out some or all of that work or performing some or all of those duties, to:
- 2.1.1 enter secure areas in Concessionaire Facilities;
 - 2.1.2 access the Technical Infrastructure;

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- 2.1.3 work with Authority Personnel for extended periods;
 - 2.1.4 have access to Tests and other Authority Data; and/or
 - 2.1.5 hold a particular kind of security clearance (as described in Paragraph 2.3) must be properly authorised to carry out that work or perform those duties. Those persons authorised in accordance with this Paragraph 2 shall be referred to as an “Authorised Person” and collectively as the “Authorised Personnel”.
- 2.2 The Concessionaire must not permit any of the Concessionaire Personnel or Concessionaire Sub-contractors or their personnel who is not an Authorised Person to have access to any systems used to provide the Services. The Concessionaire must take active steps to ensure that Concessionaire Personnel or Concessionaire Sub-contractors who cease to be engaged in the fulfilment of the Services Requirements are prevented from accessing any systems used to provide the Services.
- 2.3 The Concessionaire shall use Commercially Reasonable Efforts to ensure that thorough background checks are carried out on all Concessionaire Personnel before they commence work on Authority business. The following provisions shall apply in relation to these background for Concessionaire Personnel working in the UK:
- 2.3.1 Statutory annual right to work check of the individual's passport. A copy of the passport and any visas therein should be retained for inspection at the request of the Authority.

These local background checks shall be equivalent to HMG Baseline Personnel Security Standard checks and shall include the Concessionaire using Commercially Reasonable Efforts to check local criminal and security records, following receipt of a declaration from the relevant Concessionaire Personnel of the existence of any criminal record.
 - 2.3.2 The Concessionaire shall require the relevant Concessionaire Personnel to produce adequate documentary proof of their nationality, identity and place of residence (e.g., for identity: national ID card or passport and for residency: two (2) utility bills/bank statements).
 - 2.3.3 The Concessionaire using Commercially Reasonable Efforts to check local criminal and security records, following receipt of a declaration from the relevant Concessionaire Personnel of the existence of any criminal record
 - 2.3.4 The Concessionaire using Commercially Reasonable Efforts to check Financial background (at outset of employment to deliver service) – conducted by the Service Provider or those acting on its behalf
 - 2.3.5 The Concessionaire using Commercially Reasonable Efforts to check Employment references (at outset of employment to deliver service) – conducted by the Service Provider or those acting on its behalf

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- 2.3.6 The Concessionaire shall keep copies of all documentary proof provided by relevant Concessionaire Personnel and provide this for inspection at the request of the Authority.
- 2.3.7 To the extent that the Concessionaire cannot obtain sufficient background information, or is unable to carry out the background checks for any Concessionaire Personnel, the Concessionaire shall promptly notify the Authority and seek the Authority's consent before such person(s) commences work on the Authority's business. The Parties will agree what action is required, including whether a work-around is possible and if so what is required in respect of such person(s). However, the Concessionaire acknowledges that in such circumstances, the Authority may, at its sole discretion, withhold its consent for security reasons in respect of such person(s) commencing work on the Authority's business.
- 2.3.8 The Authority may also require the Concessionaire to replace any Concessionaire Personnel in accordance with Paragraph 4 of Schedule 9.2 (Personnel and Key Representatives).
- 2.3.9 The Authority requires that the Concessionaire's operational staff undertaking Biometric checks be cleared to the equivalent of the Authority's LE Restricted Standard. This will require the Concessionaire to undertake the local background checks in accordance with Paragraph 2.3 above and, in addition, the relevant Concessionaire Personnel will be required to provide an application and financial declaration using a template provided by the Authority and be subject to further enquiry which may include an interview by the Authority's local security representative. The Concessionaire should take account of the additional time required for the Authority to interview Concessionaire Personnel when planning its recruitment timetable.
- 2.3.10 The Authority reserves the right to carry out its own checks on the background and immigration history of the Concessionaire Personnel and to investigate potential corruption and criminal activity.
- 2.3.11 The Concessionaire shall be required to provide details of the relevant Concessionaire Personnel to the Authority, if so requested by the Authority. Such details shall include but not be limited to name, date of birth, nationality, and address.

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- 2.4 The Concessionaire shall ensure Concessionaire Personnel have clear procedures as to how to inform the Concessionaire of any changes in the circumstances which might affect their ability to work on the SELT Service. The Concessionaire shall not employ any person who does not have the right to work within the UK or as per the advice of the Authority. The Concessionaire shall check annually that each member of staff based in the UK has the right to work in the UK and shall stop with immediate effect employing on SELT Services anyone who does not have the right to work or who is not cleared by Home Office Security checks.
- 2.5 The Concessionaire shall use Commercially Reasonable Efforts to ensure that thorough background checks are carried out on all Concessionaire Personnel (including those working as or with Sub-Contractors as per Schedule 4.1 (Sub-contractors) before they commence work on Authority business. The following provisions shall apply in relation to these background for Concessionaire Personnel working in the Rest of World:
- 2.5.1 Statutory annual right to work check of the individual's passport. A copy of the passport and any visas therein should be retained for inspection at the request of the Authority.
 - 2.5.2 These local background checks shall be equivalent to HMG Baseline Personnel Security Standard checks and shall include the Concessionaire using Commercially Reasonable Efforts to check local criminal and security records, following receipt of a declaration from the relevant Concessionaire Personnel and Contractors within the UK and ROW of the existence of any criminal record.
 - 2.5.3 The Concessionaire shall require the relevant Concessionaire Personnel to produce adequate documentary proof of their nationality, identity and place of residence (e.g., for identity: national ID card or passport and for residency: two (2) utility bills/bank statements).
 - 2.5.4 The Concessionaire using Commercially Reasonable Efforts to check local criminal and security records, following receipt of a declaration from the relevant Concessionaire Personnel of the existence of any criminal record
 - 2.5.5 The Concessionaire using Commercially Reasonable Efforts to check Financial background (at outset of employment to deliver service) – conducted by the Service Provider or those acting on its behalf
 - 2.5.6 The Concessionaire using Commercially Reasonable Efforts to check Employment references (at outset of employment to deliver service) – conducted by the Service Provider or those acting on its behalf
 - 2.5.7 The Concessionaire or Sub-contractor shall keep copies of all documentary proof provided by relevant Concessionaire Personnel and provide this for inspection at the request of the Authority
 - 2.5.8 To the extent that the Concessionaire cannot obtain sufficient background information, or is unable to carry out the background checks for any

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Concessionaire Personnel, the Concessionaire shall promptly notify the Authority and seek the Authority's consent before such person(s) commences work on the Authority's business. The Parties will agree what action is required, including whether a work-around is possible and if so what is required in respect of such person(s). However, the Concessionaire acknowledges that in such circumstances, the Authority may, at its sole discretion, withhold its consent for security reasons in respect of such person(s) commencing work on the Authority's business.

- 2.5.9 The Authority may also require the Concessionaire to replace any Concessionaire Personnel in accordance with Paragraph 4 of Schedule 9.2 (Personnel and Key Representatives).
 - 2.5.10 In addition to the local background checks undertaken by the Concessionaire in accordance with Paragraph 2.3 and 2.3.9, the Authority will require Concessionaire Personnel in key roles overseas as detailed in Schedule 9.2 (Personnel and Key Representatives) to undergo relevant Home Office security checks into their background and immigration history before they are permitted to commence work on the Concession. The Authority will conduct these checks but it remains the responsibility of the Concessionaire to ensure that all relevant staff have been submitted for checking, including any replacement personnel.
 - 2.5.11 The Authority reserves the right to carry out its own checks on the background and immigration history of the Concessionaire Personnel and to investigate potential corruption and criminal activity.
 - 2.5.12 The Concessionaire shall be required to provide details of the relevant Concessionaire Personnel to the Authority, if so requested by the Authority. Such details shall include but not be limited to name, date of birth, nationality, and address.
- 2.6 The Concessionaire shall ensure Concessionaire Personnel have clear procedures as to how to inform the Concessionaire of any changes in the circumstances which might affect their ability to work on the SELT Service. The Concessionaire shall not employ any person who does not have the right to work within the UK or as per the advice of the Authority. The Concessionaire shall check annually that each member of staff based in the UK has the right to work in the UK and shall stop with immediate effect employing on SELT Services anyone who does not have the right to work or who is not cleared by Home Office Security checks.
- 2.6.1 The Concessionaire shall provide Concessionaire Personnel with relevant security education and awareness, consistent with the security education and awareness provided by the Authority to its own staff and notified to the Concessionaire, to ensure that all Concessionaire Personnel understand their security responsibilities. The Concessionaire shall procure that, every six (6) months, all Concessionaire Personnel undergo refresher security

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training, including information security training, and that Concessionaire Personnel sign a code of conduct (in a form reasonably specified by the Authority) to confirm that they are aware of their obligations with respect to integrity and security issues.

- 2.6.2 The Concessionaire shall provide to the Authority, in the form required by the Authority, such information as the Authority from time to time reasonably requests for the purpose of allowing the Authority to undertake reasonable investigations for the purposes of checking compliance with the provisions of this Paragraph 2.