

CONTRACT FOR DELIVERY OF FOSTERLINE

THIS CONTRACT IS DATED 14 May 2020

Parties

- 1) **The Secretary of State for Education** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("**the Department**"); and
- 2) **Fostertalk** registered in England and Wales under company number 06318354 whose registered office is at 5 Highfield Road, Birmingham, B15 3ED ("**the Contractor**")

Recitals

- A) The Contractor has agreed to deliver Fosterline on the terms and conditions set out in this Contract.
- B) The Department's reference number for this Contract is project_274.

1 Interpretation

1.1 In this Contract the following words shall mean:

"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Background IPR"	any IPR that are owned by or licensed to either party and which are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise) and which are incorporated into the Services and any associated products or deliverables and/or systems developed, utilities and/or supplied in delivery the Services [and each party's Background IPR at the Commencement Date shall be as set out in Schedule 1A];
"Break Date"	Means 31 March 2021;

“Break Notice”	Means a notice issued in writing by the Department in accordance with clause 2.2.
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Commencement Date”	Means the 1 st April 2020;
"Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of either party, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
“Contract”	Means this written agreement between the Department and the Contractor consisting of these terms and conditions of contract and attached 10 Schedules;
“Contract Charges”	Means the Contract price set out in Schedule 2, payable by the Department to the Contractor as consideration for the provision of Services;
“the Contract Manager”	[REDACTED] <i>DfE Official</i> Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
“Contract Period”	The start and end date of the Contract as set out in Clause 2 subject to any extensions.
“Contractor Background IPR”	all IPR belonging to the Contractor prior to the

"the Contractor's Contract Manager	Commencement Date; Steven Stockley (or his replacement) 5 Highfield Road, Birmingham, B15 3ED
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities.
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Controller", "Processor," "Data Subject", "Personal Data Breach", "Data Protection Officer"	take the meaning given in the GDPR;
"Crown"	means Queen Elizabeth II and any successor;
"Crown Body"	Means any department, office or agency of the Crown;
"Data Loss Event"	Means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
"DPA 2018"	Means the Data Protection Act 2018
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted

	pursuant to the Data Protection Legislation to access their Personal Data.
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2015/579)
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights" or "IPR"	means any copyright, logos, rights in designs (whether registrable or otherwise), database rights, domain names, URLs, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU)

2015/580)

"Personal Data"	shall have the same meaning as set out in the GDPR/Data Protection Act 2018;
"Processor Personnel"	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.
"Property"	means the property, other than real property, issued or made available to the Contractor by the Department in connection with the Contract.
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract.
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Replacement Contractor"	means any third-party supplier appointed by the Department to supply any services which are substantially similar to any of the Services in substitution for the Contractor following the expiry, termination or partial termination of the Contract;
"Service Specific IPR"	means: (a) IPR in items, materials (a) and systems created by the Contractor (or by a third party on behalf of

	the Contractor) specifically for the purposes of the Contract and updates to and amendments of such items; and
	(b) IPR in or arising as a result of the performance of the Contractor's obligations under the Contract and all updates to and amendments of the same, but shall not include the Background IPR of the Contractor;
"the Services"	the provision services to be performed by the Contractor as described in Schedule 1;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/351/EC and any subsequent revisions.
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract
"VCSE"	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders and the neuter. References to a person include any individual, firm, unincorporated association or body corporate.

1.4 Any reference to communication "in writing" shall include the use of e-mail save where the relevant provision refers to a party serving a notice on the other in which case Clause 22 shall apply.

2 Commencement and Continuation

2.1 The Contractor shall commence the provision of Services on the Commencement Date and, subject to Clauses 2.2 and 10.1 or other relevant

provision of the Contract, shall complete the Services on or before 31 March 2022.

This Contract shall be deemed to have been effective from 01 April 2020.

- 2.2** The Department reserves the right to issue a Break Notice effective on the Break Date to the Contractor, giving a minimum 60 days' notice in writing. For the avoidance of doubt, such Break Notice, shall be issued to allow for any change of Government priorities (i.e. a reallocation of funding to other policy areas, a global pandemic, or after a general election) which may lead to the early close of the Contract by the Department.

3 Contractor's Obligations

- 3.1** The Contractor shall, in consideration of the Contract Charges, set out in Schedule 2 promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.
- 3.2** The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3** The Contractor shall comply with all statutory provisions applicable to the provision of the Services including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 Department's Obligations

The Department will comply with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed in accordance with the requirements set out in Schedule 1.

5 Changes to the Department's Requirements

- 5.1** NOT USED
- 5.2** The Contractor shall accommodate any changes to the needs and requirements of the Department provided that the Contractor shall be entitled to payment for any additional reasonable costs it incurs as a result of any such changes. The amount of such additional costs shall be agreed, in advance of any effective change(s), between the parties in writing and evidenced in accordance with the Change Control Procedure in Schedule 6.

6 Management

- 6.1** The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.

- 6.2** The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

- 7.1** Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "**Sub-contractor**") it shall ensure prompt payment in accordance with this clause 7.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

7.1.1 10 days, where the Sub-contractor is an SME; or

7.1.2 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.

- 7.2** The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 7.3** The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.4** The Contractor shall give to the Department if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require.
- 7.5** If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such reasonable steps as the Department considers necessary to remedy the situation or, if so required by the Department who shall provide an explanation for the request, shall remove the said employee or sub-contractor from providing the Services and shall provide a suitable replacement (at no additional cost to the Department).
- 7.6** The Contractor shall take all reasonable steps to avoid changes of employees

or sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Contract Manager of proposals to change key employees or sub-contractors.

7.7 The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

7.8 The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and reasonable requirements (including those relating to security arrangements) as may be in force from time to time and notified to the Contractor in advance.

7.9 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

7.10 TUPE

7.10.1 No later than 6 months prior to the end of the Contract Period the Contractor shall fully and accurately disclose to the Department, within 30 days of the request, all information that the Department may reasonably request in relation to the Contractor Personnel including the following:

- a) the total number of Contractor Personnel whose employment/engagement shall terminate at the end of the Contract Period;
- b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Contractor Personnel referred to in clause 7.10.1 (a);
- c) the terms and conditions of employment/engagement of the Contractor Personnel referred to in clause 7.10.1 (a), their job titles and qualifications;
- d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union

(together referred to as the “**TUPE Information**”).

7.10.2 At intervals determined by the Department (which shall not be more frequent than once every 30 days) the Contractor shall give the Department updated TUPE Information.

7.10.3 NOT USED

7.10.4 The Department may use TUPE Information for the purposes of any retendering process.

7.10.5 If TUPE applies to the transfer of the Services on termination or expiry of the Contract, the Contractor shall indemnify and keep indemnified the Department, the Crown and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which they may suffer or incur as a result of or in connection with:

- .1 the provision of TUPE Information;
- .2 any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period;
- .3 any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Department or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
- .4 any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
- .5 any claim by any person who is transferred by the Contractor to the Department and/or a Replacement Contractor whose name is not included in the list of Returning Employees.

7.10.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall promptly notify the Department and provide the Department with up to date TUPE Information.

7.10.7 This clause 7.10 applies during the Contract Period and indefinitely thereafter.

7.10.8 The Contractor undertakes to the Department that, during the 6 Months prior to the end of the Contract Period the Contractor shall not (and shall procure

that any Sub-Contractor shall not) without written approval of Department (such approval not to be unreasonably withheld or delayed):

- .1 amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Personnel (other than where such amendment or variation has previously been agreed between the Contractor and the Personnel in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- .2 terminate or give notice to terminate the employment or engagement of any Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- .3 transfer away, remove, reduce or vary the involvement of any other Personnel from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse effect on the delivery of the Services, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- .4 recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

7.11 Retendering and Handover

7.11.1 Within 30 days of being requested by the Department, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable the Department to issue tender documents for the future provision of replacement services.

7.11.2 The Department shall take reasonable precautions to ensure that the information referred to in clause 7.11.1 is given only to potential Replacement Contractors who have qualified to tender for the future provision of the replacement services.

7.11.3 The Department shall require in writing that all potential Replacement Contractors treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Department; and that they shall not use it for any other purpose.

7.11.4 The Contractor shall allow access to the Premises (where applicable) in the presence of Department's authorised representative, to any person representing any potential Replacement Contractor whom the Department has selected to tender for the future provision of the Services.

7.11.5 If access is required to the Contractor's Premises for the purposes of clause 7.11.4, the Department shall give the Contractor 7 days' notice of a proposed visit together with the names of all persons who will be visiting.

7.11.6 The Contractor shall reasonably co-operate with the Department during any handover at the end of the Contract Period including allowing reasonable access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

8 Intellectual Property Rights

8.1 It is acknowledged and agreed between the parties that nothing in the Contract shall transfer ownership of either party's Background IPR to the other party.

8.2 The Contractor hereby assigns to the Department, or undertakes to procure the assignment to the Department of, all Service Specific IPR. These assignments shall be given with full title guarantee, shall take effect on the relevant effective date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Service Specific IPR and shall include, without limitation, an assignment to the Department of all rights arising in the United Kingdom and the world together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Contractor shall execute all documents and do all other acts requested by the Department and necessary to execute and perfect these assignments and to otherwise evidence the Department's ownership of such rights.

8.3 The Contractor grants (and where applicable shall procure the grant) to the Department and, if requested by the Department, to a Replacement Contractor, a royalty-free, perpetual, irrevocable and non-exclusive licence (with a right to sub-license) to use the Background IPR of the Contractor which the Department reasonably requires to enable the Department (and its sub-licensees) to:

8.3.1 receive and make use of the Services;

8.3.2 receive and make use of services provided by a Replacement Contractor provided such services are the same as or substantially similar to the Services and provided that the relevant Replacement Supplier gives an appropriate undertaking of confidentiality to the Contractor; and

8.3.3 use the Background IPR of the Supplier for the competing or tendering of services which will replace the Services.

8.4 The Department grants (and where applicable shall procure the grant) to the Contractor a royalty-free, perpetual, irrevocable and non-exclusive licence

(with a right to sub-license) to:

- 8.4.1** use any of the Department's Background IPR in any materials, content or systems provided by or on behalf the Department to enable the Contractor to provide the Services, provided that the Contractor may only use such IPR in accordance with, and for the purposes of fulfilling, its obligations under the Contract during the Contract Period; and
 - 8.4.2.** use, exploit and sub-license any of the Service Specific IPR for the purpose of fulfilling its obligations under the Contract during the Contract Period.
- 8.5** The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988 in relation to the Service Specific IPR.
- 8.6** The Contractor warrants:
 - 8.6.1** that the use of or exercise by the Department of the Service Specific IPR and the Contractor's Background IPR will not infringe the Intellectual Property Rights of any third party; and
 - 8.6.2** that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.
- 8.7** When using the Department trade marks (as set out in Schedule 1A) the Contractor shall observe all reasonable directions given by the Department from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Contractor may not:
 - 8.7.1** adopt or use any trademark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any Department trade mark, or unfairly competes with any Department trade mark; or
 - 8.7.2** apply anywhere in the world to register any trademarks identical to or so nearly resembling any Department trademark as to be likely to deceive or cause confusion.
- 8.8** The Contractor shall ensure that any copyright materials produced by or on behalf of the Contractor pursuant to the provision of Services under the Contract shall be marked with the following copyright notice " © Crown Copyright ***year of publication***".

9 Warranty, Indemnity and Liability

- 9.1** The Contractor warrants to the Department that the obligations of the

Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

- 9.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:

9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or

9.2.2 assess the cost of remedying the failure ("the Assessed Cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

- 9.3** The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.

- 9.4** NOT USED

- 9.5** All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.

- 9.5** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

- 9.6** Save in respect of:

9.6.1 liability for death or personal injury caused by its negligence or that of the Contractor Personnel; or

9.6.2 any liability that cannot be excluded or limited by Law,

both of which shall be unlimited, the Contractor's total liability under or in connection with the Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to five million GBP (£5,000,000).

10 Termination

10.1 This Contract may be terminated by either party giving to the other party a minimum 90 days' notice in writing.

10.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

10.3 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

10.4 This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-

10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or

10.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or

10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1985;

10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power;

10.4.5 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct;

10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;

10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to the payment of Social Security contributions;

10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to payment of taxes; or

10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11 Status of Contractor

11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.

11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12 Confidentiality

12.1 Except to the extent set out in this clause 12 or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

12.2 Clause 12 shall not apply to the extent that:

12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the

FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);

12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

12.2.3 such information was obtained from a third party without obligation of confidentiality;

12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract;

12.2.5 it is independently developed without access to the other party's Confidential Information; or

12.2.6 a disclosure is authorised by the prior written consent of the party to which the Confidential Information belongs.

12.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

12.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.

12.5 The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.

12.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:

12.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;

12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

12.6.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1

(including any benchmarking organisation) for any purpose relating to or connected with this Contract;

12.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or

12.6.5 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.

12.7 The Department shall use all reasonable endeavours to ensure that any Central Government Body, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.

12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

12.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

12.10 Subject to Clause 12.9, the Contractor hereby gives its consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

12.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.

12.12 The Contractor shall assist and cooperate with the Department at the Department's reasonable request to enable the Department to publish this Contract.

13 Freedom of Information

13.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.

13.2 The Contractor shall and shall procure that its Sub-contractors shall:

13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

13.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and

13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

13.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

13.5 The Contractor shall keep and maintain records regarding its obligations under the Contract and performance of the Service and shall permit the Department to inspect such records as requested from time to time.

14 Access and Information

The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.

15 Tax Indemnity

- 15.1** Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate Income Tax and pay it to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 15.2** Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate primary (employee) National Insurance contributions (NICs) and pay them to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 15.3** The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 15.1 and 15.2 above or why those Clauses do not apply to it.
- 15.4** A request under Clause 15.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 15.5** The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 15.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time,or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 15.1 and 15.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 15.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when

Clauses 15.1 and 15.2 apply, the Contractor is not complying with those Clauses.

- 15.5** The Department may supply any information which it receives under Clause 15.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 15.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 15.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 15.9** The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 15.10** The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

16. NOT USED

17 Data Protection

- 17.1** The Parties acknowledge and agree that the Contractor will not process Personal Data on behalf of the Department and **Schedule 3b** shall apply from the Commencement Date of the Contract. If the Department notifies the Contractor that the Department requires as part of the Services the processing of Personal Data on its behalf, the Department shall issue instructions to the Contractor in the form of the table in **Schedule 3a** and in such case clauses 17.2 to 17.14 shall apply to such processing.
- 17.2** The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 17.3** The Processor shall provide all reasonable assistance to the Controller in the

preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

17.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 3a , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection

and handling of Personal Data; and

- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 45 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

17.5 Subject to clause 17.5, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

17.5 The Processor's obligation to notify under clause 17.5 shall include the provision of further information to the Controller in phases, as details become available.

17.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 17.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable

- the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 17.8** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 17.9** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 17.10** Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 17.11** Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 17 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 17.12** The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 17.13** The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 17.14** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days'

notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

18 Amendment and variation

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place from time to time.

19 Assignment and Sub-contracting

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

20 The Contract (Rights of Third Parties) Act 1999

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

21 Waiver

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

22 Notices

22.1 Any notice served in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, or e-mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

22.2 The notice shall be deemed to have been duly served:

22.2.1 if delivered by hand, when left at the proper address for service;

22.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;

22.2.3 if made by e-mail, at the time of transmission, dispatched as a pdf

attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

23 Dispute resolution

- 23.1** The parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 23.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 23.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.
- 23.4** Nothing in this Contract shall prevent either party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that party or the security of Confidential Information, pending resolution of the relevant dispute in accordance with this Clause 23.

24 Discrimination

- 24.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 24.2** The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25 Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

Authorised to sign for and on
behalf of the **Secretary of
State for Education**

A solid black rectangular box used to redact a signature.

Authorised to sign for and on
behalf of **FosterTalk**

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The Specification

1 Background

- 1.1 Foster carers play a crucial role in our care system, providing much needed support and security for often very vulnerable children, and enabling their successful transition into independent adult life. Fostering is a challenging role that requires skill and dedication.
- 1.2 The Government is committed to improving fostering services and to supporting foster carers so the children in their care achieve the best possible outcomes. Around three quarters of looked after children are in foster care, so improvements can only be achieved if we have sufficient foster carers with the right skills, capacity and support to meet children's needs.
- 1.3 Fosterline is an impartial source of up to date and accurate information and advice for prospective and existing foster carers on issues such as how to become a foster carer, allegations of abuse, benefits, training, breakdown of placements, matters relating to the legal position of carers and any other issues about fostering which enquirers raise. Fosterline has been funded by the Department for the last 13 years and is regarded as valuable resource for foster carers to discuss issues of concern confidentially.

2 Aim

- 2.1 The Contractor shall use all reasonable endeavours to achieve the following aims:
 - Support the retention of foster carers by providing accurate, appropriate and sensitive information, advice and signposting on a wide range of issues of concern to foster carers, thus enabling them to meet the needs of the children and young people in their care;
 - Support the recruitment of foster carers by providing confidential, independent advice and information to prospective carers about how to become a foster carer; the issues involved; the training and support available to them before, during assessment and when fostering; and
 - Reach a wide range of people with the potential to foster, including currently under-represented groups to contribute to the Government's objective of identifying a diverse pool of foster carers to address the gaps of foster carers for specific groups such as teenagers, sibling groups and looked-after children with complex needs.

3 Objectives

- 3.1 The Contractor shall use all reasonable endeavours to achieve the following objectives through the delivery of a national helpline across England and a website with digital support features:
 - Provide accurate information, advice and signposting on the broad range of issues of concern to foster carers and those interested in fostering, in order to support foster

carers in their role, aid the retention of foster carers and support local recruitment of foster carers;

- Provide specialist advice delivered through appropriately experienced, qualified and skilled people with expert knowledge on fostering services in England and with excellent communication skills;
- Deliver an efficient service, which maximises the number of calls picked up first time, minimises waiting time before calls are picked up and ensures any missed calls are routed to voicemail and followed up within a maximum of 24 hours;
- Develop online resources providing guidance and information on fostering matters, demonstrating a clear understanding of user needs and being proactive and flexible to current issues in the sector;
- Deliver a service that considers the accessibility needs of its potential users to ensure that access to the helpline and web services are not limited or restricted by access issues. For example,
 - the helpline service is accessible and useable by callers with a hearing impairment in a way that complies with the advice and guidelines of the Royal National Institute for the deaf;
 - the digital service meets the requirements of the [GDS Technology Code of Practice](#)
- Demonstrate continuous improvement of the service throughout the contract, evaluating user satisfaction on an ongoing basis and reporting to the Department; and
- Deliver value for money through efficient and effective use of the budget and resources.

4 Methodology

The Contractor shall perform the tasks detailed in the Schedule of Work, including any agreed changes during the life of this contract.

SCHEDULE OF WORK

Fosterline Outline Delivery Plan: 1 April 2020 to 31 March 2022		
Planned Activity	Outputs	Target for Completion
Contract Implementation April 2020	See Delivery Plan Brief	
<i>Contract award confirmed by DfE</i>	Contract Signed	1 April 2020
<i>Proposed Operational Plan and KPI's discussed with DfE</i>	Plan, KPI's and other targets agreed with DfE	1 April 2020
<i>Announce award of contract via news channels, social media and websites</i>	Raise awareness of Fosterline services	April 2020
<i>Review and update all contact information for mapping service</i>	Communication issued to all fostering services in England using Ofsted Data asking them to check their details on Fosterline and update	April 2020
Delivery Plan Year 1 April 2020- 31 Mar 2021		
Service Delivery		
<i>Update data collection system with new targets and KPI's</i>	All targets and KPI's met	April 2020
<i>Recruit additional advisor (vacancy)</i>	Ensure staffing model meets service demands	Advert and interviews will take place ASAP
<i>Review current staffing levels</i>	Ensure staffing model meets service demands	April 2020
<i>Review all operational policies and procedures</i>	Ensure compliance with legislation, regulations and standards.	April/May 2020
<i>Review all current inter-agency relationships and refresh</i>	Networking relationships with key fostering and adoption organisations and groups established.	April to June 2020
<i>Continue to meet requirements of CSE and Helplines Quality Standard Accreditations</i>	Provide high quality service	Ongoing
<i>Review staff training needs</i>	Ensure staff receive CPD/ relevant training	Ongoing
Service Development		
<i>Introduce call backs to prospective foster carers with their consent through-out their assessment experience</i>	Improve information gathering and support available to applicants during assessment process	May 2020
<i>Introduce skype facility for discussion with advisors</i>	Improve user experience and engagement with service	May/ June 2020
<i>Introduce quarterly webinar on key topics with experts from within the fostering sector</i>	Improve information sharing and clarification of specialist areas, e.g. finances, managing allegations.	June/ July 2020
<i>Add information about adoption to website and include in signposting information provided by advisors</i>	Clarify differences between adoption and fostering and provide links for prospective adopters via website and during	May 2020

	calls	
<i>Commission video's for prospective foster carers to engage with online raising awareness of the need for more BME carers, LGBT+ carers and carers with disabilities who foster and from care leavers on the impact fostering can make on young people's lives.</i>	Provide personal experience of fostering from foster carers, looked after young people, birth children, to enhance user experience and provide personal perspectives and continue to myth bust about preconceptions of fostering.	Video's commissioned May 2020. Uploaded June 2020 Marketing campaigns commence June 2020
<i>Advisors will be trained to update blogs and information on the website and face book page</i>	Improve information and engagement with the fostering community.	June 2020
<i>Targets to be identified for number of feedbacks received on monthly basis</i>	To encourage consistent quality advisor engagement with callers and ensure feedback is used to help shape future service provision.	May 2020 ongoing
<i>Targets to be set for numbers of prospective foster carers supported throughout assessment process</i>	To provide additional support to prospective foster carers during assessment	May 2020 ongoing
<i>Update Mythbuster and can you foster quiz</i>	To provide additional information on common myths about fostering and include information about adoption.	May/June 2020 - ongoing
<i>Update Preparing to Foster Guide.</i>	To ensure relevant and up to date information about the assessment process	May/June 2020 - ongoing
<i>Write Q & A Factsheet about differences between adoption and fostering</i>	To provide information for prospective applicants and clarify issues, application process, placement process and other questions.	May/June 2020 and ongoing
Marketing		
<i>Develop Marketing Plan for new contract term with reference to Delivery Plan Brief.</i>	Increase awareness of Fosterline; monthly marketing activity to be carried out via e-newsletters, social media, articles in lifestyle magazines and press.	Current plan in place until March 2021 further plan to be developed for 21-2022
<i>Increase marketing activity to focus on priority areas for foster carer recruitment, especially on social media</i>	Increase awareness of fostering among LGBTQ, BAME, Disabled, single and "non- traditional" fostering households and continue to myth bust who can foster. Use a variety of platforms including video content and blogs on the website articles in the quarterly magazine and use of Facebook, Twitter etc	Commencing April 2020, then ongoing
<i>Engagement and promotion of national events and days of</i>	The Fosterline service is promoted and remains relevant	Commencing April 2020 then

<i>significance such as Black History Month, Fostering Fortnight, Mental Health Awareness Week etc using the website, blogs, articles and Facebook and Twitter</i>	engaging with prospective carers and the fostering community on a wide range of issues that impact upon the fostering task.	Ongoing throughout the year
<i>Promote greater use of recruitment notice board by fostering services</i>	Improve awareness of local recruitment events for prospective foster carers	Commencing April 2020 and then Ongoing
<i>Produce and circulate quarterly newsletter Fosterline Lowdown to website users, fostering services and general public</i>	To promote Fosterline engagement with the fostering community and encourage the recruitment and retention of foster carers.	May 2020 and then quarterly.
<i>Promote Fosterline in Lifestyle Magazines through the use of case studies.</i>	To increase awareness of fostering among the general population	May 2020 ongoing
<i>Design and prepare for major recruitment campaign in partnership with fostering and adoption organisations</i>	To raise awareness of the need for more carers from a variety of backgrounds – Autumn campaign date	Autumn Campaign
Website/technology		
<i>Conduct website data analysis and prepare action plan</i>	Improve customer journey and increase page visits	May 2020 - ongoing
<i>Conduct website content audit and prepare action plan</i>	Identify gaps in information, improve customer experience	May 2020 - ongoing
<i>Explore use of artificial intelligence</i>	Improve customer experience and data collection and profiling to target information effectively	1 st Quarter 2020
<i>Analyse call data to identify regional targets for marketing activity</i>	Better targeting of recruitment activity to increase awareness of Fosterline in all areas of England	May 2020- ongoing
<i>Continually refresh and renew website content</i>	Ensure relevant and appropriate content is used in conjunction with DfE.	May 2020- ongoing
<i>Upload facilities for skype/face to face calls, webinars, training and support to foster carers</i>	Offer a wide range of contact methods for foster carers and applicants. Offer response and effective support.	June 2020 ongoing
Delivery Plan Year 2 April 2021- 31 Mar 2022		
Service Delivery		
<i>Review service delivery against KPI's and Targets</i>	Provide monthly, quarterly and annual reports to DfE.	Monthly, quarterly, annually
<i>Review staffing levels</i>	Ensure staffing model meets service demands	ongoing
<i>Review all operational procedures</i>	Ensure procedures are appropriate and legally compliant	ongoing
<i>Evaluate impact of marketing activity and review plans</i>	Ensure activity is appropriate and responsive to issues being raised by service users	ongoing
<i>Review/address staff training needs</i>	Ensure staff training addresses arising needs/issues	ongoing
Service Development		

<i>Review and evaluate all online activity, including can you foster quiz, mythbuster and FAQ's</i>	Ensure issues are being identified and amend documents to reflect current issues being raise.	ongoing
<i>Review services and methods being offered to ensure service user needs are being met.</i>	Ensure issues raised are identified and appropriate responses made	ongoing
Marketing		
<i>Review and evaluate marketing plan against delivery plan brief; refocus as necessary</i>	Increase awareness of Fosterline; monthly marketing activity to be carried out via e-newsletters, social media, articles in lifestyle magazines and press.	Monthly
<i>Initiate monthly social media and news posts</i>	Increase awareness of fostering among LGBTQ, BAME, Disabled, single and "non- traditional" fostering households and continue to myth bust who can foster. Use a variety of platforms including video content and blogs on the website articles in the quarterly magazine and use of Facebook, Twitter etc	Monthly
<i>Draft and distribute quarterly e-newsletter</i>	Build on relationships made and promote new relationships through use of case studies, personal stories and key issues raised,	Quarterly
<i>Draft and distribute articles to lifestyle magazines and websites.</i>	To raise awareness of the need for more foster carers and adopters by use of personal stories, case studies and features in lifestyle magazines and websites	Monthly
<i>Review and refresh information and articles on website</i>	To ensure information is relevant and interesting	ongoing
<i>Promote cultural events and holidays</i>	Target various groups and individuals by linking with festivals and cultural events	ongoing
<i>Review and refresh news, blogs and video's</i>	Ensure content is relevant and up to date	ongoing
Website/technology		
<i>Review website and equipment to ensure compliance with cyber security requirements and GDPR</i>	Ensure legal compliance and security of data	ongoing
<i>Carry out website data analysis</i>	Identify customer journey and ease of navigation; improve customer experience.	ongoing
<i>Review functionality of all communication strands.</i>	Identify preferred means of communication, ensure availability of technology	ongoing

INTELLECTUAL PROPERTY

1. This schedule 1A sets out the Background IPR of the parties at the Commencement Date of the Contract.

2. **Table 1: The Department's Background IPR**

Intellectual Property	Details
Fosterline Logo and Trademark	Copyright owned by DfE

3. **Table 2: The Contractor's Background IPR**

Intellectual Property	Details
Fosterline website URL	www.fosterline.info
Website Content	All content and factsheets created by FosterTalk 2019 Home Page • Contact details • Links to enquiry form • Fostering Assessment Quiz • Events in your area • Latest News • Link to Fosterline Lowdown Newsletter • Live Chat pop up • Site Map Thinking of fostering? • What is Fostering? • How do I become a Foster Carer? • Find a Fostering Service • Preparing to Foster Guide • Fostering Quiz Already fostering? • Fostering Support & Advice • Legislation & Guidance • Legislation for England • Kinship Care • Facing an Allegation

	• Fostering and Finances • Transfer between Fostering Services • Moving on & Permanency Options • Fostering and Education • Foster Carer Training
	Fostering Services • Information for fostering service providers • Supporting foster carers • Recruitment and retention of foster carers
	Other Information • FAQ's • About Us • Site Map • Feedback • Privacy Policy
	Policies & Procedures • Fosterline Confidentiality Policy • FosterTalk Data Protection Policy • FosterTalk Safeguarding Children Policy • FosterTalk Safeguarding Adults Policy • FosterTalk Comments, Compliments & Complaints Policy
	Resources Fact sheets • Preparing to Foster • Special Guardianship Orders • LGBTQ+ For Foster Carers • Insurance for Foster Carers • Fostering for adoption • Talking about Terrorism • Men who Foster • Kinship Care • Fostering with Pets • Foster Carer Training • Finances for Foster Carers

	• Caring for Muslim Children Ramadan • Caring for Muslim Children-Facilitating Prayer • Caring for Jewish Children • Caring for BME Children • Female genital Mutilation • Caring for Muslim Children-Fasting • Caring for Muslim Children-Basic Requirements for Muslims • Caring for black and Mixed Heritage Children
	Useful links
	Frequently Asked Questions
	Fosterline Campaigns
	Blog
	About Us • Who we are • What we stand for • Annual Report • Work with us • Contact us • Fosterline Lowdown Newsletter

Financials

1 Table: Breakdown of Cost



Proposed Payment Schedule

- 2** Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3** The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 5 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4** The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5** Invoices shall be prepared by the Contractor monthly in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6** The Department shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 7** Invoices shall be addressed to the Department for Education and sent by email within 30 days of the end of the relevant period to AccountsPayableOCR@education.gov.uk. The Department undertakes to pay

correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is in an un-editable format (pdf or jpg); is delivered in timing in accordance with the contract; is for the correct sum; is in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated email address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices

- 8 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 9 If this Contract is terminated by the Department due to the Contractors insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 10 On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 11 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 12 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule 2

Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the **Controller's Data Protection Officer** are: **Emma Wharram**, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
2. The contact details of the **Processor's Data Protection Officer** are: [Insert Contact details]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor in accordance with Clause 17.1.
Subject matter of the processing	[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract. Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]

Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Examples include: Contractor Personnel (including volunteers, agents, and temporary workers), Departments/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]

Schedule 3b

For the purposes of the GDPR the Contractor is the Controller of Personal Data and determines the processing of that data.

1. The Contractor shall (and shall procure that any of the Contractor staff shall) adhere to all applicable provisions of the Data Protection Legislation and not put the Department in breach of the Data Protection Legislation.
2. On request from the Department, the Contractor will provide the Department with all such relevant documents and information relating to the Contractor's data protection policies and procedures as the Department may reasonably require.
3. Subject to clause 6(b) of this Schedule, the Contractor agrees that the Department and its Representatives may use Personal Data which the Contractor provides about its staff and partners involved in the Services to exercise the Department's rights under this Contract.
4. The Department and the Contractor shall:
 - a. ensure that the provision of Personal Data to the other party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
 - b. ensure that it only shares Personal Data with the other party to the extent required in connection with this Contract.
5. Where a Party (the "Data Receiving Party") receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Contract:
 - a. the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
 - b. where the request or correspondence is directed to the other party and/or relates to the other party's Processing of the Personal Data, the Data Receiving Party will:
 - i. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
 - ii. provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
6. Each party shall promptly notify the other party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Contract and shall:
 - a. do all such things as reasonably necessary to assist the other Party in

- mitigating the effects of the Data Breach;
 - b.** implement any measures necessary to restore the security of any compromised Personal Data;
 - c.** work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - d.** not do anything which may damage the reputation of the other Party or that party's relationship with the relevant Data Subjects, save as required by Law.
7. Without limiting any other provision of this Schedule 3b, each of the Parties shall, on request, provide such information and assistance as is reasonably requested by the other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data.
8. The Department and the Contractor shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Contract.

KPIs, Service Levels and Service Credits

- 1** The objectives of the Service Levels are to:
 - 1.1** ensure that the Services are of a consistently high quality and meet the requirements of the DFE;
 - 1.2** provide a mechanism whereby the DFE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the Services; and
 - 1.3** incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

KEY PERFORMANCE INDICATORS (KPIs) AND SERVICE LEVELS (SLs)

- 2** This schedule 4 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
- 3** The Contractor shall monitor its performance against of each of the KPIs and Service Levels in and send the DFE a report detailing the KPIs and Service Levels which were achieved in accordance with the provisions of this schedule 4.

PERFORMANCE STANDARDS/MEASURES

- 4** The Contractor must meet the Performance Measure for each identified KPI as set out in table 1 below within the agreed Service Period.
 - 4.1** Service period is defined as one calendar month.
- 5** If during a Service period the Contractor achieves a KPI/Service Level, no Service Credit ("reduction in total amount of charges payable to the Contractor") will accrue to the Contractor in respect of that KPI/Service Level
- 6** The Contractor confirms that it has taken Performance Measures and Service Credits into account in calculating the Charges. Both Parties agree that the Performance Measures and Service Credits are a reasonable method of adjusting the Charges to reflect poor Contractor performance.
- 7** The Contractor will be expected to meet/comply with all Service Levels as set out within table 2 below.

CONSEQUENCES OF FAILURE TO MEET KPIS

- 8** A failure to meet at least the required performance level will be considered a "Service Failure" in respect of the KPIs set out in Table 1 below
- 9** If performance level is a Service Failure in one or more of the KPIs listed in Table 2 in any given service period/calendar month, DfE will be entitled at its sole discretion, to reduce the total amount of charges payable to the Contractor ("Service Credit") for that period/month by:
 - 9.1** 5% for one KPI failed

9.2 10% for two KPIs failed

9.3 to a maximum of 15% for three or more KPIs failed

- 10 A failure to meet the required performance level for the other KPIs will not be considered a Service Failure in the context of paragraph 7 but expects to meet the required performance levels and will consider repeated failures as breaches of this contract.
- 11 In addition to its rights under paragraph 7, if there are one or more Service Failures in 3 (three) consecutive Service Periods/calendar months, will be entitled, as its sole discretion, to terminate this contract on 30 days written notice.

Table 1 KPIs

KPI	Measurement Period	Performance Measure	Monitoring method
Telephone helpline	01.04.20 – 31.03.2022 Monthly reports	1. The free telephone advice service to be fully operational on 1st April 2020 2. Telephone line operated 5 days a week, 9am to 5pm, excluding public holidays. Answerphone facility provided outside of operating hours. 3. Helpline availability (based on opening hours): 100% 4. 5,000 phone calls received per financial year (both within and outside helpline operating hours) 5. 90% of calls received during operating hours answered by a helpline adviser. 6. 90% of calls during operating hours answered in under 1 minute.	• Helpline data recorded and reported monthly through MMI spreadsheet. • Helpline data reported in quarterly and annual reports. Monthly monitoring to include: • Total number of calls received by the service • Number of calls answered by call taker • Percentage of calls received during operating hours answered by a helpline advisor • Number of callers that left a voice mail during opening hours, and out of hours • Number of calls abandoned in queue during opening hours • Call arrival patterns • Total calls received out of hours • Average call length and average talk time (nearest minute) • Percentage of calls answered in under 1 minute • Average wait time for calls to be answered • Subject of enquiry • Service user type • Outcome: dealt with by advisor, signposted to other organisation, signposted to legal advice, signposted to government department
Website and digital support	01.04.20 – 31.03.2022 Monthly reports	7. Website and online support to be fully operational on 1 st April 2020	• Website access data recorded and reported monthly through MMI spreadsheet. • Website access data reported in quarterly and annual reports.

KPI	Measurement Period	Performance Measure	Monitoring method
		8. Website availability: 100%. Operational 24/7. 9. 90,000 unique visitors to the website per financial year 10. 30,000 repeat visitors to the website per financial year 11. Email enquiries, web-form, and call-back booking system available at all times for users. 12. LiveChat available during helpline operating hours (9am to 5pm, Mon – Fri, excluding bank holidays).	Monthly monitoring to include: • Number of unique visitors to the site • Number of repeat visitors to the site • Bounce rate (%) • % of visitors from the UK • Page views, including event noticeboard • Number of emails • Number of webforms • Number of LiveChat engagements • Average time spent on LiveChat • Number of emails answered within one working day • Number of emails answered within 3 working days • Number of digital interactions converted into helpline conversations
Customer satisfaction Impact of support Maximising reach	01.04.20 – 31.03.2022 Monthly reports	13. 80% user satisfaction from questionnaires and other feedback 14. 95% of complaints handled within 3 working days 15. Evidence of increasing reach and relevance through social media platforms	• Users invited to complete feedback after each interaction • 6 monthly and annual user surveys • Contractor Personnel support, supervision and training • Suggestions and discussions at contract meetings to address any issues and develop the service, informed by quarterly report • Awareness and understanding of research to be conducted to inform reach and breadth of access Monthly monitoring to include: • Number of complaints • % complaints dealt with within 3 working days • Nature of complaint • Tracking of source of referral (i.e. how did you hear about Fosterline) • % of callers / visitors that are FosterTalk members • Number of shares/likes/followers on social media

Table 2 Service Levels

Service Level	Measure	Compliance
Reporting and Meetings	Monthly reporting: submit a monthly management information report in the first week of every month, including any exception events within this report and progress against	100% - DFE monitoring

Service Level	Measure	Compliance
	KPIs Quarterly reporting: submit a quarterly report prior to each quarterly contract meeting to include information on Fosterline usage data, key issues arising from calls/implications for policy and practice, financial reports, risks/issues. Annual reporting: submit and publish an annual report within three months following each financial year.	
	Quarterly contract meetings: the Customer and the Contractor will conduct quarterly contract meetings to discuss service provision.	
	Development and operations meetings – as required	
	In delivering the Services offer a responsive and supportive service to participants and their facilitators.	
Administration/Communication	Respond to 100% of queries and correspondence within 3 Business Days of receipt.	
Finance	Ensure that invoices are submitted to DFE within 10 Business Days of the end of the relevant charging period/completion of the activity	
Commercial Management	Ensure that Change Control Notes are signed by both Parties prior to any additional work being undertaken (DFE or Contractor to ensure paperwork is issued in a timely fashion when change required).	
Complaints	Ensure that all administrative Personnel are aware of and abide by relevant complaints procedures.	
	Main management contact to report all complaints orally and in writing to DFE within 3 Business Days.	
Records and questionnaires	Ensure that all records are maintained and kept up to date throughout the Term. Records must be updated within 5 Business Days of a request being made or an event taking place (subject to system availability).	
	Support the DFE to ensure appropriate questionnaires are completed throughout the Term.	
Delivery	Supply appropriate equipment to support the delivery of the Services at any face to face events.	100%- Questionnaire records
	Suitability of venue: events take place in venues and facilities which are relevant to the day.	100%-Event questionnaires
	Training shall take place in rooms which are suitable for the size of groups and set up in the style appropriate to the event	
Workshop Events	ICT should be adequate and meet the minimum specification of the course.	
	Refreshments must be provided and where overnight accommodation is required the facilities must comply with the venue specification.	
Evaluation	Contribute to the evaluation of the effects of its delivery by reviewing Service User satisfaction, learning outcomes, improvements in schools/school systems, and the commissioning of impact studies.	

Implementation Plan

Schedule not used

Change Control Procedure

- 1 The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.
- 2 The Contractor shall use reasonable endeavours to incorporate minor changes requested by the DFE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase which represents an increase of 5% to its costs or requires a material change to the Contract.
- 3 Either Party may request a Variation provided that such Variation does not amount to a material change.
4. The DFE may request a Variation by completing the Change Control Note and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the DFE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
5. If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the DFE may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with clause 35.
5. If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on DFE.
7. The DFE shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.
8. The DFE shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.
9. The DFE may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

Contract Number		DFE Contract / Programme Manager
Contractor		Original Contract Value (£)
Contract Start Date		Contract Expiry Date

Variation Requested	
Originator of Variation (tick as appropriate)	DFE ☐ Contractor ☐
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, contract period)	
Date of Variation commencement	
Date of Variation expiry (if applicable)	
Total Value of Variation £ (if applicable)	
Payment Profile (if applicable) e.g. milestone payments	
Revised daily rate (if applicable)	

Impact on original contract (if applicable)	
Supporting Information (please attach all supporting documentation for this Change Control)	
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.
Variation Agreed For the Contractor: Signature..... Full Name..... Title..... Date..... For the DFE: Signature..... Full Name..... Title..... Date.....	

Please note that no works/services described in this form should be undertaken, and no invoices will be paid until both copies of the CCN are signed, returned and counter-signed.

To be entered by the Commercial department:			
Commercial Contact		Reference Number	
Date received		EC Reference	

Key Personnel and Key Sub Contractors

Key Personnel

The individuals listed in the table below are Key Personnel:

Name	Role	Period of Involvement
Steven Stockley	FosterTalk Managing Director	██████████
Jackie Edwards	FosterTalk Professional Advisor	██████████
Sharon Thompson	Fosterline Coordinator	██████████
Kamurun Kalam	Fosterline Advisor	██████████
Shelley Clarke	Fosterline Advisor	██████████
Edward Reynolds	Fosterline Advisor	██████████

Key Sub-Contractors

The Contractor may sub-contract its obligations under the contract to the Sub-Contractors listed in the table below.

Key Sub-Contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	Sub-contract Price expressed as a percentage of total projected Charges over Term	Role in delivery of the Services

Schedule 8

DFE SECURITY STANDARDS

“BPSS” “Baseline Personnel Security Standard”	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
“CCSC” “Certified Cyber Security Consultancy”	is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional
“CC” “Common Criteria”	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria.
“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]	is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa
“Cyber Essentials” “Cyber Essentials Plus”	Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers: https://www.iasme.co.uk/apply-for-self-assessment/

"Department's Data" "Department's Information"	is any data or information owned or retained in order to meet departmental business objectives and tasks, including: (a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"DfE" "Department"	means the Department for Education
"Departmental Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.
"Digital Marketplace / GCloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules.
"Good Industry Practice" "Industry Good Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"Good Industry Standard" "Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications

“HMG”	means Her Majesty’s Government
“ICT”	means Information and Communications Technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
“ISO/IEC 27001” “ISO 27001”	is the International Standard for Information Security Management Systems Requirements
“ISO/IEC 27002” “ISO 27002”	is the International Standard describing the Code of Practice for Information Security Controls.
“ISO 22301”	is the International Standard describing for Business Continuity
“IT Security Health Check (ITSHC)” “IT Health Check (ITHC)” “Penetration Testing”	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
“Need-to-Know”	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.
“NCSC”	The National Cyber Security Centre (NCSC) formerly CESG is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
“OFFICIAL” “OFFICIAL-SENSITIVE”	the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the ‘OFFICIAL–SENSITIVE’ caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.
“Secure Sanitisation”	Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by “Information Assurance Standard No. 5 - Secure Sanitisation” (“IS5”) issued by the former CESG. Guidance can now be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media

	The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction
“Security and Information Risk Advisor” “CCP SIRA” “SIRA”	the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme
“SPF” “HMG Security Policy Framework”	This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework
“Tailored Assurance” [formerly called “CTAS”, or, “CESG Tailored Assurance”]	is an ‘information assurance scheme’ which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks. https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology

- 1.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 1.2. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - [Action Note 09/14](#) 25 May 2015, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 1.3 The Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
 - *(Guidance: The Department’s expectation is that suppliers claiming certification to ISO/IEC 27001 shall provide the Department with copies of their Scope of Certification, Statement of Applicability and a valid ISO/IEC 27001 Certificate issued by an authorised certification body. Where the provider is an SME that has a valid Cyber Essentials certification then certification under the ISO/IEC 27001 scheme could be waived and this clause may be removed.)*

- 1.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.

- 1.5 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 1.6 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 1.7 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 1.8 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 1.9 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.
- 1.10 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.11 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.12 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 1.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

- 1.14 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 1.15 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 1.16 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 1.17 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.18 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 1.19 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 1.20 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.

- 1.21 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 1.22 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 1.23 The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

Commercially Sensitive Information

1. The Contractor regards the following information as Commercially Sensitive Information of the Contractor:

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION	Date	DURATION OF CONFIDENTIALITY
Schedule 2 – Financials	01/05/2020	Duration of contract
Schedule 10 – The Contractor's Solution	01/05/2020	Duration of contract

The Contractor's Solution

Please see Attachment 1: Fostertalk Submission for Fosterline 2019 – The Contractor's Solution



End of Schedule 10