

## ORDER FORM


### Social & Economic Research Framework Agreement

#### FROM

|                                |  |
|--------------------------------|--|
| <b>Authority</b>               | DWP  |
| <b>Commercial Team Address</b> | Name: [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] |
| <b>Invoice Address</b>         | DWP<br>SSCL Accounts Payable Team<br>[REDACTED]  |
| <b>DWP Contact Ref:</b>        | Name: [REDACTED]<br>Phone: [REDACTED]<br>e-mail: [REDACTED]  |
| <b>Project Title</b>           | Employment Retention and Advancement: Public Use Data Preparation.                                   |
| <b>Project Reference</b>       | CCZZ16A29  |
| <b>Purchase Order Number</b>   | TBA  |
| <b>Order Date</b>              | 16 <sup>th</sup> May 2017  |

#### TO

|                              |            |
|------------------------------|------------|
| <b>Provider:</b>             | MDRC       |
| <b>For the attention of:</b> | [REDACTED] |
| <b>E-mail</b>                | [REDACTED] |
| <b>Telephone number</b>      | [REDACTED] |

|                |   |
|----------------|---|
| <b>Address</b> |  |
|----------------|---|

## 1. SERVICES REQUIREMENTS

### (1.1) Services Required:

To create public use data files to be deposited at the UK Data Archive, and to co-ordinate the deposit with the Archive. MDRC is creating ERA public use files to be deposited at the UK Data Archive. MDRC will convert all SAS data files recently received from DWP to SPSS data files. MDRC will verify that the SPSS files have been converted correctly. Both file types will be deposited. MDRC will finalize the public use file documentation. MDRC will coordinate with the UK Data Archive the needed steps to complete the deposit

See Annex A for full details

### (1.2) Commencement Date:

16<sup>th</sup> May 2017

See Annex B for full timetable

### (1.3) Price Payable by Authority

Capped cost up to a maximum of £14,136.92 excl. VAT

See Annex C for full details

### (1.4) Completion Date:

The contract will be for 4 ½ months (16<sup>th</sup> May 2017 to 30<sup>th</sup> September 2017). There is an option to extend by two months (time only).

See Annex B for full timetable

## 2 ADDITIONAL REQUIREMENTS

### (2.1) Supplemental Requirements in addition to Call-Off Terms and Conditions:

None

### (2.2) Variations to Call-Off Terms and Conditions

None

## 3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

### (3.1) Key Personnel of the Provider to be involved in the Services [and deliverables]:

|  |
|--|
| See Annex D for details  |
| <b>(3.2) Performance Standards</b><br>As required or see Annex A for full details                  |
| <b>(3.3) Location(s) at which the Services are to be provided:</b><br>See Annex A for full details |
| <b>(3.4) Quality Standards</b><br>As required or see Annex A for full details                      |
| <b>(3.5) Contract Monitoring Arrangements</b><br>See Appendix 3 for full details                   |

|   |
|---|
| <b>4. CONFIDENTIAL INFORMATION</b>  |
| <b>(4.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:-</b><br>None or see Appendix 4   |
| <b>(4.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information</b><br>None or see Appendix 4 |


**BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES** to enter a legally binding contract with the Authority to provide the Service specified in this Order Form together with, where completed and applicable, additional requirements set out in Section 2 of this Order Form. Incorporating the rights and obligations in the Terms and Conditions set out in the Framework Agreement entered into by the Provider and the Authority on 1<sup>st</sup> July 2013 and any subsequent signed variations to the terms and conditions.

For and on behalf of the Provider:-

|           |                           |
|-----------|---------------------------|
| Full Name | ██████████                |
| Title     | Senior Vice President     |
| Signature | ████████████████████      |
| Date      | 19 <sup>th</sup> May 2017 |

For and on behalf of the Authority-

|           |                         |
|-----------|-------------------------|
| Full Name | ██████████              |
| Title     | Commercial Manager, DWP |

|           |   |
|-----------|---|
| Signature |  |
| Date      | 05/06/2017  |

## SECTION 2

### APPENDIX 1 – THE SERVICES

#### 1 General

- 1.1 The following additional documents shall be deemed to be incorporated into this Contract (as appropriate);

| Document                                | Dated                         |
|---|-------------------------------|
| Framework Call-off Terms and Conditions | 1 <sup>st</sup> July 2013     |
| Specification                           | 28 <sup>th</sup> October 2016 |
| Providers Tender/Proposal               | 4 <sup>th</sup> May 2017      |

#### 2 Recruitment Through Jobcentre Plus

- 2.1 One of the key objectives of the Department for Work and Pensions is to move people from welfare into work. DWP has a Great Britain-wide network of Jobcentre Plus offices that provide job broking services for unemployed people. The Provider is therefore required to notify Jobcentre Plus when recruiting staff for any entry-level job vacancies located within Great Britain, which may arise from the delivery of their contract to the Authority
- 2.2 The Provider is also encouraged to notify Jobcentre Plus of any other vacancies that may arise. The Provider may in addition use other recruitment methods.

#### 3 Appendices

- 3.1 The following annexes form part of this appendix;

Annex A – i) Framework Call-off Terms and Conditions  
ii) Specification of Service required under this Contract  
iii) Providers Tender/Proposal

Annex B – Timetable

Annex C – Prices, Rates and Payment Schedule

Annex D – Provider and Sub-contractor Key Staff

Annex E – Approved Sub-contractors

Annex F – List of MI Requirements

## **ANNEX A**

### **i) Framework Call-off Terms and Conditions**

**REDACTED**

Figure 1 - DWP Social & Economic Framework T's & C's

### **ii) Specification of Service required under this Contract**

**REDACTED**

Figure 2 - Appendix B - Statement of Requirements

### **iii) Providers Tender/Proposal**

**REDACTED**

Figure 3 – MDRC - Tender Documents

## ANNEX B – Timetable

| Milestone | Description   | Timeframe                       |
|-----------|---|---------------------------------|
| 1         | Provide summary outputs to DWP to demonstrate that the SPSS data files are completely consistent with the SAS versions. | 30 <sup>th</sup> June 2017      |
| 2         | Provide full copies of the documentation to DWP and UKDA for approval   | 31 <sup>st</sup> July 2017      |
| 3         | Send SPSS data files to UKDA  | 31 <sup>st</sup> July 2017      |
| 4         | Receive confirmation of safe receipt from UKDA, having resolved any queries   | 30 <sup>th</sup> September 2017 |

## **ANNEX C – Prices, Rates And Payment Schedule**

### **1      *General***

- 1.1      For the performance of the Services, the Provider shall be paid the Contract Price calculated using the prices and rates entered in this Appendix.

**REDACTED**

Figure 4 – MDRC - Pricing Schedule

## Annex D – Provider and Sub-contractor Key Staff

| Name       | Position Held    | Period of involvement in the Contract* |
|------------|------------------|--|
| [REDACTED] | Senior Associate | Up to 8.25 Days during Term            |
|            |                  |  |
|            |                  |  |
|            |                  |  |
|            |                  |  |

\* To denote Staff dedicated full-time to the project.



## Annex E – Approved Sub-contractors

| Name of Sub Contractor | Nature of the Services<br>being Sub Contracted | Anticipated Value £ |
|------------------------|--|---------------------|
|                        |  |                     |
|                        |  |                     |
|                        |  |                     |

## Annex F – List of Management Information (MI) Requirements

The Provider shall supply information listed below relevant to the delivery of the Services to the Authority, using formats and to timescales as specified by the Authority, [covering areas such as (but not limited to)]

| Management Information Required  | Frequency/Date Required   |
|--|---|
| Submit copy of Board Minutes for Parent Company where PCG has been signed  | On or about the effective date (and in any event no later than the first Commencement Date)   |
| Full and final Security Plan in accordance with Appendix [6]   | Within twenty (20) Working Days after the Commencement Date of the Call-Off contract and reviewed at least annually thereafter.   |
| Sustainable Development Policy Statement & Sustainable Development Plan in accordance with Appendix [7]                                      | Within six (6) Months of contract start date and at least annually thereafter.  |
| Diversity & Equality Delivery Plan in accordance with Appendix [8]   | Within six (6) Months of contract start date and at least annually thereafter.  |
| Workforce Monitoring Declaration in accordance with Appendix [8]   | Within six (6) Months of contract start date and at least annually thereafter.  |
| Apprenticeships & Skills Report in accordance with Appendix [10]   | Within six [6] Months of the contract start date and written updates on a [quarterly] basis thereafter.   |
| HMG Baseline Personnel Security Standard - Provider's Declaration see HMG Baseline Personnel Security Standard - A Guide for DWP Contractors | Within four (4) weeks of contract start date and submitted for each calendar year thereafter within one Month of the end of each calendar year (i.e. by 31 <sup>st</sup> January for year ending 31 <sup>st</sup> December) |

## APPENDIX 2 – ADMINISTRATION REQUIREMENTS

### **1 Authority's Authorisation**

- 1.1 The following person is the Authority's Representative and is authorised to act on behalf of the Secretary of State for Work and Pensions on all matters relating to the Contract, contact details are shown in the Schedule 4 (Order Form) of the Framework Agreement.

Name: [REDACTED]  
Title: Authority's Representative

- 1.2 The Authority's Representative may approve deputy Authority's Representatives to exercise on his / her behalf such powers as are contained in this Contract.

### **2 Provider's Authorisation**

- 2.1 The following person is the Provider's Representative and is authorised to act on behalf of the Provider on all matters relating to the Contract, contact details are shown in Schedule the (Order Form) of the Framework Agreement.

Name: [REDACTED]  
Title: Provider's Representative

- 2.2 The following person is the Provider's Contract Manager and is authorised to act on behalf of the Provider on all matters relating to the Contract;

Name: [REDACTED]  
Title: Contract Manager

### **3 Payment Information**

- 3.1 The Authority shall issue a purchase order to the Provider prior to commencement of the Service.
- 3.2 All invoices payable in compliance with the requirements of clause C2 of the call-off terms and conditions, must include the appropriate purchase order number and shall be sent to the following address;

DWP  
SSCL Accounts Payable Team

[REDACTED]

Shared Services Helpline: [REDACTED]

- 3.3 Any additional information required independently of the invoice will be detailed in the Order Form at Call-off stage.

### **Disputed Claims**

- 4.1 Notwithstanding paragraph 4.5 of this Appendix, payment by the Authority of all or any part of any invoice rendered or other claim for payment by the Provider shall not signify approval of such invoice/claim. The Authority reserves the right to verify invoices/claims after the date of payment and subsequently to recover any sums which have been overpaid.
- 4.2 If any part of a claim rendered by the Provider is disputed or subject to question by the Authority either before or after payment then the Authority may call for the Provider to provide such further documentary and oral evidence as it may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Provider shall promptly provide such evidence in a form satisfactory to the Authority.

- 4.3 If any part of a claim rendered by the Provider is disputed or subject to question by the Authority, the Authority shall not withhold payment of the remainder.
- 4.4 If any invoice rendered by the Provider is paid but any part of it is disputed or subject to question by the Authority and such part is subsequently agreed or determined not to have been properly payable then the Provider shall forthwith repay such part to the Authority.
- 4.5 The Authority shall be entitled to deduct from sums due to the Provider by way of set-off any amounts owed to it or which are in dispute or subject to question either in respect of the invoice for which payment is being made or any previous invoice.

**5      *Final Claims***

- 5.1 Provided all previous claims have been paid, the authority shall have no further liability to make payment of any kind to the Provider once the final claims have been paid.

## **APPENDIX 3 – MONITORING REQUIREMENTS**

This Appendix sets out the contract management requirements which are applicable to the delivery of the Services.

### **1      *Reviewing Contract Performance***

- 1.1      The Provider shall work with the Authority to establish and maintain an effective and beneficial working relationship to ensure the Contract is delivered to at least the minimum required standard as specified in the Appendix (The Services).
- 1.2      The Provider shall work with the Authority to establish suitable administrative arrangements for the effective management and performance monitoring of the Contract and shall provide information as requested to monitor and evaluate the success of the Contract and the Provider's management and delivery of it.
- 1.3      The Provider shall supply information requested relevant to the delivery of the Services to the Authority, using formats and to timescales specified by the Authority in Appendix 1, annex D.
- 1.4      The Authority intends, wherever it can, to capture and collate information through its IT system(s). However, the Authority does reserve the right to make reasonable requests for information (at no additional charge) from the Provider including ad-hoc requests for information from time to time.
- 1.5      Any additional requests for information shall be considered in consultation with the Provider as shall the process of defining the methods of collection.
- 1.6      Where an ongoing, short-term or one-off requirement is agreed, both Parties agree that it shall be included, or deemed to be included within this Appendix.
- 1.7      Review meetings between the Authority and the Provider shall also cover, as appropriate, resolving disputes and/or dealing with contractual breaches in accordance with the terms and conditions of this Contract. Roles and responsibilities will be documented and the personnel involved in managing the relationship identified and suitably empowered.
- 1.8      The Authority may undertake spot checks at any time to ensure that the Provider is complying with its obligations under this Contract and the Provider shall co-operate fully, at its own cost, with the Authority.
- 1.9      The Provider will be responsible for managing and reporting on any sub-contractual arrangements. Arrangements shall include mechanisms for the provision of management information, including feedback to and from customers, stakeholders, change control procedures and the prompt resolution of any problems. The Authority will agree with the Provider day-to-day relationship management, contact points, communication flows and escalation procedures.
- 1.10     The Provider will be expected to continuously improve the quality of the provision including that delivered by Sub-contractors. Where quality falls below acceptable levels the Provider will be expected to have suitable escalation procedures in place and, in respect of sub-contracted provision, take action where necessary to terminate the contract.

### **2      *Access***

- 2.1      In all instances, the Provider shall co-operate and provide such reasonable assistance as may be necessary to facilitate such monitoring. Failure to provide such reasonable assistance shall be deemed a "Serious Breach" for the purposes of clause H2 (Termination on Default).

### **3      *Sustainable Development***

- 3.1      The Authority will review the Provider's Sustainable Development Policy Statement and Sustainable Development Plan submitted by the Provider in accordance with the

Appendix (Sustainable Development Requirements) and then at least annually thereafter.

- 3.2 Sustainable Procurement Risk Assessment Methodology (SPRAM) is a tool used by the Authority to identify and mitigate any potential risks to sustainability in contracts. The process requires that each Contract be assessed for its potential social, economic and environmental risks, throughout the various stages of its lifetime. Where risks are identified, appropriate mitigation action is required to reduce or eliminate the risk to sustainability. The Authority may at times require input from the Provider in order to ensure that this process is given the required levels of consideration.

**4 Diversity and Equality**

- 4.1 The Authority will review the Provider's Diversity and Equality Delivery Plan and completed workforce monitoring data template when submitted in accordance with the Appendix (Diversity and Equality Requirements) and then annually thereafter. The Authority can request full policy/procedure documents at any time throughout the Contract.

**5 Apprenticeships and Skills**

- 5.1 The Authority will review the Provider's Apprenticeships and Skills Report when submitted by the Provider in accordance with the Appendix (Apprenticeships and Skills Requirements) and then annually thereafter.

**6 Security Requirements**

- 6.1 The Authority will review the Provider's Security Plan when submitted by the Provider in accordance with the Appendix (Security Requirements and Plan) and at least annually thereafter.

**7 HMG Baseline Personnel Security Standards**

- 7.1 The authority will review the Provider's HMG Baseline Personnel Security Standards Declaration in accordance with HMG Baseline Personnel Security Standard – A Guide For DWP Contractors.

**8 Health and Safety Responsibilities of the Authority Visiting Officers**

- 8.1 The Authority representatives visit Providers and its Sub-contractors for a variety of reasons. In the course of their normal duties such representatives of the Authority shall adopt an 'eyes and ears' approach to monitoring health and safety. In doing this the Authority representatives shall not be conducting a health and safety inspection, nor shall they be in a position to offer advice on whether something is safe or not. Instead they shall approach this from the position of any lay person. If, however, the Authority representative does notice something on which they require assurance or clarification, they shall raise this with the Provider or the Sub-contractor's representative at the location where they are visiting. In no event are the Authority representatives to be seen as offering professional advice on health and safety matters and as such, shall not be liable for any advice or comments or otherwise given to the Provider or its Sub-contractors or any omission to give such advice, comments or otherwise.

## APPENDIX 4 – COMMERCIALLY SENSITIVE INFORMATION

- 1 The Authority acknowledges that the Provider has requested that the following information be treated as Commercially Sensitive Information;

| Document | Page Number | Section | Condition paragraph number | Explanation of harm which may result from disclosure and time period applicable to any sensitivity |
|----------|-------------|---------|----------------------------|--|
|          |             |         |                            |  |
|          |             |         |                            |  |
|          |             |         |                            |  |
|          |             |         |                            |  |

- 2 The Authority will consult with the Provider on any request for information, identified as Commercially Sensitive, under the FOIA.
- 3 The Authority reserves the right to disclose any Commercially Sensitive Information held within this Contract in response to a request under the FOIA as set out at clause E5 of this Contract.
- 4 The Authority will automatically publish all information provided by the Provider **not** identified in this Appendix as constituting Commercially Sensitive Information provided that it satisfies the requirements of the FOIA.
- 5 The Authority reserves the right to determine whether any information provided in this Appendix does constitute Commercially Sensitive Information prior to publication.

## **APPENDIX 5 – SECURITY REQUIREMENTS AND PLAN**

N/A



## APPENDIX 6 – SUSTAINABLE DEVELOPMENT REQUIREMENTS

This appendix sets out the Sustainable Development requirements which are applicable to the provision of the Services.

### **1. General**

1.1 The Provider acknowledges that the Authority must at all times be seen to be actively promoting Sustainable Development.

1.2 In delivering the Services, the Provider shall and shall procure that its Sub-contractors assist and cooperate with the Authority, by fully complying with the requirements of this Appendix.

### **2. Compliance**

2.1 The Provider shall produce a Sustainable Development Policy Statement and Sustainable Development Plan in accordance with paragraphs 2.2 and 2.3 of this Appendix, within six (6) Months of the Commencement Date and annually thereafter. The Sustainable Development Policy Statement and Sustainable Development Plan must be specific to the Contract and include all Sub-contractors involved in delivery of the Contract. The Provider must obtain the required information from Sub-contractors and then collate and submit as stated above.

2.2 In delivering the Services, the Provider shall prepare a Sustainable Development Policy Statement giving, for each organisation involved in delivery of the contract:

- a) full assurance of waste disposal by a registered waste collector in accordance with current government regulations; and
- b) full assurance of the observation of Waste Electrical and Electronic Equipment (WEEE) regulations.

2.3 In delivering the Services, the Provider shall prepare a Sustainable Development Plan which as a minimum, detail how each organisation involved in delivery of the contract will:

- a) minimise waste produced and promote recycling;
- b) minimise energy consumption;
- c) minimise use of transport and promote use of public transport where transport is unavoidable.

Also required for each organisation are:

- d) baseline assessment of current position in terms of waste minimisation, recycling and energy consumption (energy consumption only required if current energy usage is available to organisations);
- e) annual estimates of the progress of Sustainable Development actions;
- f) details of how Staff awareness of sustainability will be increased in line with the Sustainable Development Plan.

## APPENDIX 7 – DIVERSITY AND EQUALITY REQUIREMENTS

### 1. **General**

- 1.1 The Provider acknowledges that the Authority has a 'duty to promote' equality and must at all times be seen to be actively promoting equality of opportunity for, and good relations between, all persons, irrespective of their race, gender, gender reassignment, disability, age, sexual orientation or religion/belief or in terms of pregnancy and maternity or marriage and civil partnership. The Provider must ensure that each of its Sub-contractors involved in delivery of the contract are aware of, and acknowledge, that the Authority has a 'duty to promote' equality.
- 1.2 In delivering the Services, the Provider shall, and shall procure that its Sub-contractors, assist and cooperate with the Authority in satisfying equality duties by fully complying with the requirements of this Appendix.

### 2. **Compliance**

- 2.1 The Provider acknowledges the provisions of the equality legislation set out in clause D2 (Discrimination).
- 2.2 The Provider shall produce a Diversity and Equality Delivery Plan in accordance with paragraph 2.5 (and sub paragraphs) and paragraph 2.6 (and sub paragraphs) of this Appendix, within six (6) Months of the Commencement Date, and annually thereafter. The Diversity and Equality Delivery Plan must be specific to the Contract and include details for all Sub-contractors involved in delivery of the Contract.
- 2.3 The Provider will provide workforce monitoring data in accordance with paragraph 3 (and sub paragraphs) of this Appendix, within six (6) Months of the Commencement Date and annually thereafter.
- 2.4 The Authority will consider and agree the submissions made by the Provider when complying with paragraph 2 (and sub paragraphs of paragraph 2) and paragraph 3 (and sub paragraphs of paragraph 3) of this Appendix. Any issues will be raised with the Provider by the Contract Manager acting on behalf of the Authority. If an issue relates to a Sub-contractor, the Provider must raise and resolve the issue with the Sub-contractor. Once submissions are agreed by the Authority the Provider will formally review, revise and resubmit all information required in paragraph 2.2 and paragraph 2.3 on an annual basis. Diversity and equality aspects will also be discussed jointly by the Authority and the Provider as an ongoing item at the Contract review meetings.
- 2.5 In delivering the Services, the Provider shall prepare the Diversity and Equality Delivery Plan which as a minimum includes:
- a) an overview of Provider and any Sub-contractor's policy/policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:
    - i) Race
    - ii) Gender
    - iii) Gender reassignment
    - iv) Disability
    - v) Age
    - vi) Sexual orientation
    - vii) Religion/Belief
    - viii) Pregnancy and Maternity
    - ix) Marriage and Civil Partnerships;
  - b) An overview of Provider and any Sub-contractor's policy/policies and procedures covering:
    - i) Harassment
    - ii) Bullying
    - iii) Victimisation
    - iv) Recruitment procedures
    - v) Staff training and development
- Full policy documents must be made available to the Authority on request;
- c) Details of the way in which the above policy/policies and procedures are, or will be (and by when), communicated to the Staff;

- d) Details of what general diversity and equality related training has been, or will be delivered (and by when), to Staff;
- e) Details of what structure is already in place, or will be in place (and by when) and what resources are, or will be (and by when), directed towards diversity and equality within the Provider and any Sub-contractor's organisation; and
- f) Details of any diversity and equality cases and tribunals (including volumes and outcomes) relating to the Provider and any Sub-contractors.

2.6 In delivering the Services, the Provider shall provide evidence, as required below, within the Diversity and Equality Delivery Plan as detailed at paragraph 2.2 of this Appendix:

- a) Where a Provider is delivering Services to customers on behalf of the Authority or Services to the Authority's staff, the Provider must provide written evidence that:
  - i) Equality Analysis have been carried out in conjunction with the Authority prior to the Services being delivered and will be carried out in the event of any changes to the Services, in accordance with equality legislation;
  - ii) reasonable adjustments are made, as required by equality legislation to make those Services accessible to disabled people and that in the case of Information Technology services, those services are in accordance with the Authority's standards;
  - iii) all Staff have had appropriate training so that they understand the duties required by equality legislation, and where Services are being delivered on behalf of the Authority, the Provider shall provide evidence that Staff understand the duties not to discriminate and to promote equality, in accordance with equality legislation.

2.7 The Authority may request further information and assurance relating to diversity and equality at any point during the duration of the Contract.

### **3. Monitoring and Reporting**

3.1 The Provider shall provide workforce monitoring data as detailed in paragraph 3.2 of this Appendix. A template for data collected in paragraphs 3.2, 3.3 and 3.4 will be provided by the Authority. Completed templates for the Provider and each Sub-contractor will be submitted by the Provider with the Diversity and Equality Delivery Plan within six (6) Months of the Commencement Date and annually thereafter. Providers are required to provide workforce monitoring data for the workforce involved in delivery of the Contract. Data relating to the wider Provider workforce and wider Sub-contractors workforce would however be well received by the Authority. Providers and any Sub-contractors are required to submit percentage figures only in response to paragraphs 3.2(a), 3.2(b) and 3.2(c).

3.2 The Provider and Sub-contractors will each provide separate information detailing:

- a) the proportion of employees who are:
  - i) female; and/or
  - ii) disabled
  - iii) those who prefer not to state gender and/or disability
- b) the proportion of Staff who in terms of ethnicity are:

#### White

- i) white British;
- ii) white Irish;
- iii) of any other white background

#### Mixed

- iv) white and black Caribbean;
- v) white and black African;
- vi) white and Asian;
- vii) of any other mixed background

Asian or Asian British

- viii) Indian;
- ix) Pakistani;
- x) Bangladeshi;
- xi) of any other Asian background

Black or Black British

- xii) Caribbean;
- xiii) African;
- xiv) of any other Black background

Chinese or other ethnic group

- xv) Chinese;
- xvi) of any other ethnic group

Prefer not to state

- xvii) Prefer not to state ethnicity

For the avoidance of doubt, the seventeen (17) percentage figures submitted under categories i) to xvii) of this paragraph 3.2(b) (in each template in respect of the Provider's employees and each Sub-contractors employees) should total one hundred percent (100%).

c) The Provider will provide details of the proportion of its Sub-contractors that are:

- i) small to medium sized enterprises (meaning enterprises with less than two hundred and fifty (250) employees and a maximum annual turnover of forty (40) million pounds);
- ii) ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of one (1) or more ethnic minority groups, or, if there are few owners, where at least fifty percent (50%) of the owners are members of one (1) or more ethnic minority groups). For this purpose, ethnic minority groups means ethnic groups other than White as referred to at paragraph 3.2(b) of this Appendix: and
- iii) black ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of the Black or Black British ethnic group, or, if there are few owners, where at least fifty percent (50%) of the owners are members of the Black or Black British ethnic group). For this purpose, the Black or Black British ethnic group has the meaning referred to at categories xii) to xiv) in paragraph 3.2(b) of this Appendix.

For the avoidance of doubt, any given Sub-contractor may fall into one (1), two (2) or all of the categories i) to iii) listed in paragraph 3.2(c) of this Appendix, depending on its composition.

- 3.3 The Provider and any Sub-contractors will compare their figures, in all categories listed in paragraphs 3.2(a), 3.2(b) and 3.2(c) of this Appendix, and provide (where possible) comparisons against any official national/regional statistics that are publicly available.
- 3.4 The Provider and any Sub-contractors will provide evidence of activities undertaken, or planned, in order to try and improve their current position in the categories detailed in paragraphs 3.2(a), 3.2(b) and 3.2(c) of this Appendix.
- 3.5 The Provider shall, and shall procure that its Sub-contractors will ensure at all times that they comply with the requirements of the DPA in the collection and reporting of the information to the Authority.

## APPENDIX 8 – WELSH LANGUAGE SCHEME

This Appendix sets out the Provider's obligations which are applicable to the provision of the Services in Wales.

### **1      *General***

- 1.1      The Provider acknowledges that in relation to the operation of its Services which are delivered in Wales, the Authority must at all times be seen to be actively promoting the equality of the English and Welsh languages, in accordance with the Welsh Language Act 1993.
- 1.2      In the performance of the Contract, the Provider shall ensure that it cooperates with the Authority wherever possible in satisfying this duty, by fully complying with the requirements of this Appendix.

### **2      *The Department for Work and Pensions Welsh Language Scheme***

- 2.1      The DWP Welsh Language Scheme can be found at:  
<http://www.dwp.gov.uk/publications/corporate-publications/welsh-language-scheme/>
- 2.2      The Provider shall, in the delivery of the Services, ensure that it complies with the Department for Work and Pensions Welsh Language Scheme and such instructions as the Authority may issue from time to time in respect of promoting the equality of the English and Welsh languages.

### **3      *Delivery of Services Through the Medium of Welsh***

- 3.1      The Provider undertakes that those who have dealings with them are able to do so in English or Welsh.
- 3.2      The Provider will ensure that:
  - a)      Those who want, or are required, to correspond with the Provider will be able to do so in English or Welsh;
  - b)      Those who are known to prefer corresponding through the medium of Welsh will have correspondence initiated in Welsh;
  - c)      Any correspondence received in Welsh will be answered in Welsh within the same timescales and standards as those written in English;
  - d)      Staff who are in Wales will greet any telephone callers in English and Welsh until the caller's preferred language can be ascertained;
  - e)      Any answer phones in the Provider's offices in Wales will have a pre-recorded bilingual message;
  - f)      All people who participate in the Services are able to contribute through the medium of English or Welsh;
  - g)      All material published and printed in Wales shall be available in English and Welsh. The standard of bilingual or Welsh material shall be of equal quality to those produced solely in English;
  - h)      All forms and explanatory material be available in both English and Welsh; and
  - i)      Any complaints or grievance procedure should be provided in both English and Welsh.

## APPENDIX 9 – APPRENTICESHIPS AND SKILLS REQUIREMENTS

This Appendix sets out the Apprenticeships and Skills Requirements which are applicable to the provision of the Contract.

### **1. General**

- 1.1 Government is committed to addressing skills issues and promoting training opportunities through procurement, to maximise the potential for improvements provided by its considerable spend.
- 1.2 In order to support and drive economic growth, the Government announced that it has prioritised the key policy agendas to be promoted through public procurement. Supporting apprenticeships, skills and the fight against youth unemployment is one of these 'Policy through Procurement' priorities on which Departments must now focus.
- 1.3 The Provider acknowledges that the Authority is required to support the above apprenticeships and skills aims and targets.
- 1.4 In delivering the Services, the Provider shall, and shall procure that its Sub-contractors assist and cooperate with the Authority by fully complying with the requirements of this Appendix.

### **2. Compliance**

- 2.1 The Provider shall and shall procure that its Sub-contractors take all reasonable steps to employ apprentices, and report to the Authority the numbers of apprentices employed and wider skills training provided, during delivery of the Services.
- 2.2 The Provider shall and shall procure that its Sub-contractors shall take all reasonable steps to ensure that five percent (5%) of their employees are on a formal apprenticeship programme. This can include administration and support staff.
- 2.3 The Provider shall and shall procure that its Sub-contractors make available to employees information about the Government's Apprenticeship Programme and wider skills opportunities.
- 2.4 The Provider shall and shall procure that its Sub-contractors provide any appropriate further skills training opportunities for employees involved in delivery of the Contract.
- 2.5 The Provider will produce an Apprenticeships and Skills Report in accordance with paragraph 3 (and sub-paragraphs) of this Appendix.

### **3. Monitoring and reporting**

- 3.1 The Provider shall provide an Apprenticeships and Skills Report within six (6) Months of the Commencement Date and annually thereafter. The Apprenticeships and Skills Report must be specific to the Contract and include details for all Sub-contractors involved in delivery of the Contract. The Provider must obtain the required information from Sub-contractors and collate and submit an Apprenticeships and Skills Report that relates specifically to the Contract.

The Apprenticeships and Skills Report will include:

- a) the number of Staff during the reporting period involved in delivery of the Contract, including administration and support staff;
- b) the number of existing apprentices involved in the delivery of the Contract;
- c) the number of new starts on apprenticeships initiated as a result of delivery of the Contract;
- d) if applicable, a robust explanation as to why it is not possible to meet the five percent (5%) target. (It may be that use of apprentices is not possible or appropriate in delivery of the Services);

- e) action being taken to improve the take up of apprenticeships. These could include issuing leaflets on apprenticeships to eligible existing staff, advertising apprenticeship vacancies with local Jobcentre Plus, schools and colleges, offering apprenticeships in administration/support roles or seeking advice from the National Apprenticeship Service; and
- f) other training/skills development being undertaken by staff involved in delivery of the Contract including:
  - i) Work experience placements for 14 to 16 year olds
  - ii) Work experience/work trial placements for other ages
  - iii) Student sandwich/gap year placements
  - iv) Graduate placements
  - v) Vocational training
  - vi) Basic skills training
  - vii) On site training provision/facilities.

3.2 The Provider shall, and shall procure that its Sub-contractors will ensure at all times that they comply with the requirements of the DPA in the collection and reporting of the information to the Authority.