

CON_14232:
Social Work Leadership CPD Contract
(Part 1 of 3)

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This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	<p>The Secretary of State for Education (The Buyer)</p> <p>Offices: Sanctuary Buildings, Great Smith Street, London, SW1P 3B</p>
2. Supplier	<p>Name: The Frontline Organisation</p> <p>Address: 41 Brunswick Square, London, WC1N 1AZ</p> <p>Registration number:</p> <p>SID4GOV ID:</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>This opportunity is advertised in the Contract Notice in</p> <p>1. FTS , Notice Number 2021/S 000-022215, Notice Reference 2021-042324.and;</p> <p>2. Contracts Finder https://education.app.jaggaer.com/esop/toolkit/notice/showNationalData.do?noticeId=995414#fh</p>
4. Contract reference	CON_14232
5. Deliverables	<p>Social Work Leadership CPD Programme. This contract is to design, develop and deliver a cohesive leadership CPD programme to approximately 1000 social workers each contract year, that includes a range of models, and is tailored to reflect the needs and aspirations of leaders at the following stages of a social worker's leadership journey:</p> <p>Practice Supervisor Middle Manager Head of Service Practice Leader</p> <p>See Schedule 2 (Specification) for further details.</p>
6. Start Date	1 August 2022
7. End Date	31 July 2024

8.	Extension Period	Option to extend for up to a further 2 years until 31 July 2026..
9.	Incorporated Terms (Together these documents form the 'the Contract')	<p>The following documents are incorporated into the Contract. Where numbers are missing, we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> 1. This Award Form 2. Any Special Terms <p>(See Section 10 Special Terms in this Award Form)</p> <ol style="list-style-type: none"> 3. Core Terms (version 1.0) 4. Mandatory Schedules <ul style="list-style-type: none"> • Schedule 1 (Definitions) • Schedule 20 (Processing Data) 5. Additional Schedules <p>The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> • Schedule 2 (Specification) • Schedule 3 (Charges) • Schedule 5 (Commercially Sensitive Information) • Schedule 7 (Staff Transfer) • Schedule 8 (Implementation Plan & Testing) • Schedule 10 (KPIs) • Schedule 11 (Continuous Improvement) • Schedule 13 (Contract Management) • Schedule 14 (Business Continuity and Disaster Recovery) • Schedule 16 (Security) • Schedule 18 (Supply Chain Visibility) • Schedule 19 (Cyber Essentials Scheme) • Schedule 21 (Variation Form)

		<ul style="list-style-type: none"> • Schedule 22 (Insurance Requirements) • Schedule 24 (Financial Difficulties) • Schedule 25 (Rectification Plan) • Schedule 27 (Key Subcontractors) • Schedule 28 (ICT Services) • Schedule 29 (Key Supplier Staff) <p>Schedule 30 (Exit Management) Schedule 26 (Corporate Social Responsibility) Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer takes precedence over the documents above.</p>
10.	Special Terms	<p>Special Term 1- Relevant Convictions</p> <ol style="list-style-type: none"> a) The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval. b) Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must): c) carry out a check with the records held by the Department for Education (DfE); d) conduct thorough questioning regarding any Relevant Convictions; and ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), e) and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record. <p>Special Term 2 - Transparency</p>

		<p>a) The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles)). The Supplier shall comply with the provisions of this Special Term in order to assist the Buyer with its compliance with its obligations under that PPN.</p> <p>b) Without prejudice to the Supplier's reporting requirements set out in the Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements.</p> <p>c) If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.</p>
		<p>Special Term 3 – Efficiency Savings</p> <p>As part of the tender, the Supplier gave a commitment that 50% of any realised cost saving, (total actual programme expenditure less total budgeted programme expenditure) will be returned to the Buyer.</p> <p>These cost savings will be presented and agreed by both parties in accordance with Schedule 11 (Continuous improvement).</p>
11.	Buyer's Environmental Policy	Available online at: Environmental and sustainability policy - GOV.UK (www.gov.uk)
12.	Buyer's Security Policy	Schedule 16

13.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 4 (Tender)
14.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5
15.	Charges	Details in Schedule 3 (Charges)
16.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
17.	Payment method	<p>a) Invoices shall be prepared by the Contractor monthly in arrears and shall be detailed against the expenditure headings set out in Schedule 3 (Charges) 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.</p> <p>b) 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.</p> <p>Invoices shall be sent, within 30 days of the end of the relevant month electronically by email to accountspayable.OCR@education.gov.uk individual emails and c.c. REDACTED (FOIA Section 40: personal information) quoting the Contract reference number CON_ 14232. To request a statement, please email accountspayable.BC@education.gov.uk, quoting the Contract reference number. 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 delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality);</p>

		includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated 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.
18.	Service Levels	Service Credits will accrue in accordance with Schedule 10 (KPIs)
19.	Insurance	Insurance Requirements are detailed in Annex of Schedule 22 (Insurance Requirements).
20.	Liability	In accordance with Clause 11.1 of the Core Terms, each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150 % of the Estimated Yearly Charges.
21.	Cyber Essentials Certification	Details in Schedule 19 (Cyber Essentials Scheme)
22.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer monthly • The Supplier shall provide the Buyer with Progress Reports every month/quarterly . The Progress Report must be sent to the Buyer five (5) working days before the Progress Meeting .
23.	Guarantee	Not applicable
24.	Supplier Contract Manager	<p>REDACTED (FOIA Section 40: personal information)</p> <p>REDACTED (FOIA Section 40: personal information)</p>
25.	Supplier Authorised Representative	<p>REDACTED (FOIA Section 40: personal information)</p> <p>REDACTED (FOIA Section 40: personal information)</p> <p>REDACTED (FOIA Section 40: personal information)</p> <p>REDACTED (FOIA Section 40: personal information)</p> <p>REDACTED (FOIA Section 40: personal information)</p>

26.	Supplier Compliance Officer	REDACTED (FOIA Section 40: personal information)
27.	Supplier Data Protection Officer	REDACTED (FOIA Section 40: personal information)
28.	Supplier Marketing Contact	REDACTED (FOIA Section 40: personal information)
29.	Key Subcontractors	Not Applicable
30.	Buyer Authorised Representative	REDACTED (FOIA Section 40: personal information)
31.	Buyer Delivery Team Leader	REDACTED (FOIA Section 40: personal information)
32.	Buyer Contract Manager	REDACTED (FOIA Section 40: personal information)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Core Terms

1. Definitions used in the contract

- 1.1 Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form). If allowed by the Regulations, the Buyer can:
- make changes to Award Form
 - create new Schedules
 - exclude optional template Schedules
 - use Special Terms in the Award Form to add or change terms
- 2.2 The Contract:
- is between the Supplier and the Buyer
 - includes Core Terms, Schedules and any other changes or items in the completed Award Form
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- verify the accuracy of the Due Diligence Information
 - properly perform its own adequate checks

- 2.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.6 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Tender Response and the Contract
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 In the event that a level of warranty is not specified in the Award Form, the Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices

damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of the Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - exclude VAT, which is payable on provision of a valid VAT invoice
 - include all costs connected with the Supply of Deliverables
- 4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
 - includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)

- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may either:
- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items; or
 - enter into a direct agreement with the Subcontractor or third party for the relevant item
- 4.8 If the Buyer uses Clause 4.7 then the Charges must be reduced by an agreed amount by using the Variation Procedure.
- 4.9 The Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- the relevant item being made available to the Supplier if required to provide the Deliverables
 - any reduction in the Charges excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
- 4.10 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
- the Buyer cannot terminate the Contract under Clause 10.4.1

- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause
- mitigated the impact of the Buyer Cause

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract for 7 years after the End Date and in accordance with the GDPR.
- 6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.
- 6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.
- 6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- tell the Buyer and give reasons
 - propose corrective action
 - provide a deadline for completing the corrective action

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of the Contract must:
- be appropriately trained and qualified
 - be vetted using Good Industry Practice and the Security Policy
 - comply with all conduct requirements when on the Buyer's Premises
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
- it has full capacity and authority to enter into and to perform the Contract
 - the Contract is executed by its authorised representative
 - it is a legally valid and existing organisation incorporated in the place it was formed
 - there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract
 - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract

- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract
- it is not impacted by an Insolvency Event

8.2 The warranties and representations in Clauses 2.6 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies the Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

8.7 All third-party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

- 9.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- obtain for the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

- 10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

- 10.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier at least 90 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When the Buyer can end the Contract

10.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Default that is not corrected in line with an accepted Rectification Plan
- the Buyer rejects a Rectification Plan or the Supplier does not provide it within 15 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to the Contract
- there's a Default of Clauses 2.6, 9, 14, 15, 27, 32 or Schedule 19 (Cyber Essentials) (where applicable) relating to the Contract
- there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels)
- there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing
- there's a Variation to the Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- The Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them

10.4.2 If there is a Default, the Buyer can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.3 When the Buyer receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons

- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties. The Supplier must complete all actions in the rectification plan within a reasonable time to be agreed by both parties.

10.4.4 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 15 Working Days.

10.4.5 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Buyer terminates the Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates the Contract under Clause 10.6.1:

the Buyer must promptly pay all outstanding Charges incurred to the Supplier

Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer

10.8 Partially ending and suspending the contract

10.8.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract, it can provide the Deliverables itself or buy them from a third party.

10.8.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of that Contract can still be used to effectively deliver

the intended purpose.

10.8.3 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Award Form.

11.2 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.3 In spite of Clause 11.1, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law

11.4 In spite of Clause 11.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Schedule 7 (Staff Transfer) of the Contract.

- 11.5 Each Party must use all reasonable endeavours to mitigate any Loss or damage it suffers under or in connection with the Contract, including any indemnities.
- 11.6 When calculating the Supplier's liability under Clause 11.1 the following items will not be taken into consideration:
- Deductions
 - any items specified in Clause 11.4
- 11.7 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Schedule 26 (Corporate Social Responsibility).
- 12.2 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier
 - restore the Government Data itself or using a third party
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless the Buyer is at fault.
- 14.8 The Supplier:
- must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
 - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
 - securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it

- indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements

- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

15.4 The Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to
- if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information and any Information which is exempt from disclosure by Clause 16 is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- publish the Transparency Information
 - comply with any Freedom of Information Act (FOIA) request
 - comply with any Environmental Information Regulations (EIR) request
- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in the Contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- provides a Force Majeure Notice to the other Party
 - uses all reasonable measures practical to reduce the impact of the Force Majeure Event
- 20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3 Where a Party terminates under Clause 20.2:
- each party must cover its own Losses
 - Clause 10.5.2 to 10.5.7 applies

21. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

- 23.1 The Supplier cannot assign the Contract without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

- 23.3 When the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- their name
 - the scope of their appointment
 - the duration of their appointment

24. Changing the contract

- 24.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing and signed by both Parties
- 24.2 The Supplier must provide an Impact Assessment either:
- with the Variation Form, where the Supplier requests the Variation
 - within the time limits included in a Variation Form requested by the Buyer
- 24.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:
- agree that the Contract continues without the Variation
 - terminate the affected Contract, unless the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them

- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 The Buyer is not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to the Buyer must be sent to the Buyer's Contract Manager as detailed in address or email address in the Award Form.

25.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration, or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim, then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
 - give the Indemnifier reasonable assistance with the claim if requested
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery, and corruption

- 27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors, or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain, and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to the Buyer on request
- if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to the Contract
- suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation, and allow the Audit of any books, records and

relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity, and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

30. Environment

- 30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

- 31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 31.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:
- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
 - other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
 - indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment, or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of

the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.

32.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Buyer refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

35. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

Schedule 1 (Definitions)

- 1.1. In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2. If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3. In the Contract, unless the context otherwise requires:
- 1.3.1. the singular includes the plural and vice versa.
 - 1.3.2. reference to a gender includes the other gender and the neuter.
 - 1.3.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4. a reference to any Law includes a reference to that Law as amended, extended, consolidated, or re-enacted from time to time;
 - 1.3.5. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6. references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission, and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7. references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8. references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes, and tables are, unless otherwise provided, references to the parts,

paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9. references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.4. In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	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 of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	the Buyer's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Schedule 26 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial, or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</p> <p>i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Buyer has used its resources.</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence, or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;

"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment, or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;
"Buyer Premises"	premises owned, controlled, or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the Contract Period in respect of the Contract;
"Central Government Body"	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;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;

"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	3. the contract to be entered into between the Buyer and the Supplier for the provision of the Deliverables;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities and contract data;
"Contract Period"	the term of the Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	the Buyer's standard terms and conditions for common goods and services which comprise one part of the Contract the full title of which is Core Terms – Mid-tier version 1.0;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances;

	<ul style="list-style-type: none"> v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Schedule 12 (Benchmarking) and g) non-cash items (including depreciation, amortisation, impairments, and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government, and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;

"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"	(a) 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 Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Subject Access 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(to the extent that such Personal Data is processed by either Party in connection with this Contract);
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence, or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability, or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade, and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Buyer under Clause 10.2); or</p> <p>b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>

"Environmental Policy"	to conserve energy, water, wood, paper, and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>it) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all 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 Start Date or otherwise);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended up to a maximum of the number of years in total specified in the Award Form;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that 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;
"Force Majeure Event"	<p>any event, circumstance, matter, or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <p>5. acts, events, omissions, happenings, or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>a) riots, civil commotion, war, or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>b) acts of a Crown Body, local government, or regulatory bodies;</p> <p>c) fire, flood, or any disaster; or</p>

	<p>d) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
" Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
" Special Terms"	any additional terms and conditions specified in the Award Form incorporated into the Contract;
" Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Good Industry Practice"	standards, practices, methods, and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government, and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data"	the data, text, drawings, diagrams, images, or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;

"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Award Form;
"Insolvency Event"	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Award Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract,</p>

	and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	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 Supplier is bound to comply;
"LED"	5. Law Enforcement Directive (Directive (EU) 2016/680)
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest, and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Schedule 2 (Specification), if applicable;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p>

	<ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Award Form; c) Overheads; d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

	<p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted within by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Award Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Award Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for</p>

	<p>improper performance of a relevant function or activity in connection with the Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice, or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to 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 such measures adopted by it;</p>
"Recall"	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;</p>
"Recipient Party"	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	<p>the process set out in Clause 10.4.2 to 10.4.4 (Rectification Plan Process);</p>

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"The Buyer's Confidential Information"	<p>c) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>d) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption, and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables , whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third-party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;

"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels/KPIs applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (KPIs) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third-party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)

"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Award Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	<p>any:</p> <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 2 (Specification); c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;

"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under the Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;

"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses, and other sums due from the Buyer under the Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for – 7. (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland

	by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4).
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;

Schedule 20 (Processing Data)

1. Status of the Controller

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

1.1.1 “Controller” in respect of the other Party who is “Processor”;

1.1.2 “Processor” in respect of the other Party who is “Controller”;

1.1.3 “Joint Controller” with the other Party;

1.1.4 “Independent Controller” of the Personal Data where the other Party is also “Controller”, in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.

2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

2.3 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:

2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;

2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;

2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

2.4.1 Process that Personal Data only in accordance with Annex 1 (Processing Personal Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, 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:

- a) nature of the data to be protected;
- b) harm that might result from a Personal Data Breach;
- c) state of technological development; and
- d) cost of implementing any measures;

2.4.3 ensure that:

- a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
- b) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) 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 the Contract; and

- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
- b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "IDTA"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "Addendum"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by the Controller;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) 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
- e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

2.4.5 where the Personal Data is subject to EU GDPR, 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:

- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such

Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;

- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the transferring Party 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 non-transferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

2.4.6 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.

2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

2.5.2 receives a request to rectify, block or erase any Personal Data;

2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

2.5.5 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

2.5.6 becomes aware of a Personal Data Breach.

2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.

2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule

- 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 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 the Contract).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

3. Where the Parties are Joint Controllers of Personal Data

- 3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (Processing Data).

Independent Controllers of Personal Data

- 3.2 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 3.3 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 3.4 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 3.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 3.5 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 3.6 The Parties shall only provide Personal Data to each other:
 - 3.6.1 to the extent necessary to perform their respective obligations under the Contract;
 - 3.6.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to

affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

3.6.3 where it has recorded it in Annex 1 (Processing Personal Data).

- 3.7 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 3.8 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 3.9 Where a 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 provided to it by the other Party pursuant to the Contract ("Request Recipient"):
- 3.9.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- 3.9.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
- a) 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
 - b) 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.

- 3.10 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 the Contract and shall:

3.10.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

3.10.2 implement any measures necessary to restore the security of any compromised Personal Data;

3.10.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

3.10.4 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.

- 3.11 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).

- 3.12 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).

- 3.13 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 3.2 to 3.12 of this Schedule 20.

Annex 1 - Processing Personal Data

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

1.1 The contact details of the Buyer's Data Protection Officer are

REDACTED (FOIA Section 40: personal information)

1.2 The contact details of the Supplier's Data Protection Officer are

REDACTED (FOIA Section 40: personal information)

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph Error! Reference source not found. and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>NOT USED</i></p> <p>The Supplier is Controller and the Buyer is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Paragraph Error! Reference source not found. of the following Personal Data:</p> <p><i>NOT USED</i></p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> Background information of applicants - name, email address, telephone number, employer information, protected characteristics, and socio-economic background.

	<ul style="list-style-type: none"> • Feedback about programme experience, career aspirations and career destinations of programme participants, collected at application and/or after completion of the programme. • Any other data collected before, during or after each cohort for the purposes of monitoring the effectiveness and impact of the programme. <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p><i>NOT USED</i></p>
Duration of the Processing	The duration of processing is in line with the start and end dates of this contract. At the end of the contract all data must be securely transferred back to the DfE.
Nature and purposes of the Processing	<p>The collection of data by the supplier from applicants and participants of the programme. Processing includes personal data allowing data subjects' (child and family social workers) personal data to be shared with the buyer and its nominated contractors. Personal data is processed in order to:</p> <ul style="list-style-type: none"> • assess the data subject's suitability for the programme, • register the data subject as a participant on the programme • track the data subject's experience of and participation in the programme • monitor career destinations of the data subjects <p>At application stage, consent is captured from data subjects for the processing of their personal data provided. The data is made available to the buyer and its nominated contractors, this is set out in the Privacy Notice shared with data subjects through the programme website.</p> <p>The nature of processing includes the collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure by transmission, dissemination, restriction, assessment, erasure, and destruction of data by the supplier.</p>

Type of Personal Data	<p>Name</p> <p>Email address</p> <p>Telephone number</p> <p>Employer name and contact details</p> <p>Role within the employer organisation</p> <p>Age</p> <p>Gender</p> <p>Ethnicity</p> <p>Disability</p> <p>Sexual Orientation</p> <p>Caring responsibilities</p> <p>Socio-economic background</p>
Categories of Data Subject	Child and family social workers in local authorities.
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>After contract end, the supplier will transfer data back to the buyer using a secure and encrypted file transfer programme. The supplier should securely, and permanently, erase the data and provide certification of this to the buyer.</p>
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract	<p>Personal data will be physically stored and processed within EU-based data centres. Frontline utilizes three systems which are GDPR compliant: Salesforce, Form Assembly and OwnBackup. Each of these entities have data centres across Germany , France and the rest of the EU.</p>

	<p>Any additional processing which might include data manipulation for reporting purposes would occur within REDACTED (FOIA Section 43: Commercial Information)</p> <p>For all our Microsoft ecosystem – 365 (SharePoint, OneDrive, Teams etc.) and Azure – we have opted for UK data centres where possible. REDACTED (FOIA Section 43: Commercial Information)</p>
<p>Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach</p>	<ul style="list-style-type: none"> - To promote the ongoing confidentiality, integrity, availability and resilience of processing systems and services Frontline is ISO 27001 certified. - All colleagues undergo data protection and data security training as part of their induction. - Frontline maintains a strong and secure technical infrastructure. Frontline's file server, REDACTED (FOIA Section 43: Commercial Information) <p>Contracts with partners and suppliers (including cloud software providers) are checked for GDPR compliant clauses, adequate security standards, and if necessary additional data processing agreements</p>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraph 2 of this Schedule 20 (Where one Party is Controller and the other Party is Processor) and Paragraphs 3.2 -3.12 of this Schedule 20 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the Supplier:
- 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using all reasonable endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - 1.2.5 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Supplier's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

- 1.3 Notwithstanding the terms of Paragraph 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

- 2.1 The Supplier and the Buyer each undertake that they shall:

2.1.1 report to the other Party every twelve (12) months on:

- a) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- c) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- e) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1.1(a) to (e);

2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 2.1.1(c) to (e) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised

under the Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- 2.1.7 use all reasonable endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - a) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;
 - c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - a) nature of the data to be protected;
 - b) harm that might result from a Data Loss Event;
 - c) state of technological development; and
 - d) cost of implementing any measures.

2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and

2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;

2.1.11 where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 73; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75) as agreed with the non-transferring Party which could include the International Data Transfer Agreement (the "IDTA"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "Addendum"), as published by the Information Commissioner's Office from time to time, as well as any additional measures;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the transferring Party 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 non-transferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

2.1.12 where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written

consent of non-transferring Party has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU as well as any additional measures;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the transferring Party complies with its obligations under the EU GDPR 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 non-transferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 72 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

3.1.2 all reasonable assistance, including:

- a) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- b) co-operation with the other Party including using such reasonable endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph 3.2.

3.2 Each Party shall use all reasonable endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

3.2.1 the nature of the Personal Data Breach;

3.2.2 the nature of Personal Data affected;

3.2.3 the categories and number of Data Subjects concerned;

3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

3.2.5 measures taken or proposed to be taken to address the Personal Data Breach; and

3.2.6 describe the likely consequences of the Personal Data Breach.

4. Audit

- 4.1 As a Public sector organisation, the Buyer is required to have robust processes in place to justify payments made to contractors and other partners. Audit of payment information, which may include personal data, may be necessary where the Buyer identifies that an objective investigation is required.

Therefore, the Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.2 in lieu of conducting such an audit, assessment or inspection.

- 4.2 The Supplier shall permit:

- 4.2.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- 4.2.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

5. Impact Assessments

The Parties shall:

- 5.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- 5.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:
 - 7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third-party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
 - 7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial

Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

- 7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 39 of the Core Terms (Resolving disputes).
- 7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
 - 7.3.1 if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;
 - 7.3.2 if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
 - 7.3.3 if responsibility for the relevant Personal Data Breach is unclear, then the Buyer the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third-party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the

circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 14 of the Core Terms (Ending the contract).

9. Sub-Processing

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- 9.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- 9.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Schedule 2 (Specification)

Our social value priorities

These are our priorities in this procurement:

- Tackling workforce inequality
- Effective stewardship of the environment

Practice Leadership Programme ITT Specification

1. Introduction and Background

This contract is an exciting opportunity to be part of pioneering work to design, develop and deliver a national Practice Leadership Continuous Professional Development (CPD) Programme for child and family social workers in England.

We envisage that the successful supplier or group of suppliers will develop and deliver high quality CPD to approximately 1000 social workers each contract year, (2000 across the initial 2-year contract). This contract is to design, develop and deliver a cohesive leadership programme, that includes a range of models, and is tailored to reflect the needs and aspirations of leaders at the following stages of a social worker's leadership journey, as defined by the Department for Education (DfE):

- Practice Supervisor
- Middle Manager
- Head of Service
- Practice Leader

The programme will support those already in post working as Practice Supervisors and both in-post and aspirant Middle Managers, Heads of Service and Practice Leaders to ensure there is consistent, high-quality leadership across the sector and to develop a pipeline of leaders in the child and family social work workforce by providing a pathway to senior leadership. We encourage creative development and ideas for delivery that meet the programme aims as outlined below.

Programme aims

One of the Department for Education's four priority outcomes is to support the most disadvantaged and vulnerable children and young people through high-quality local services so that no one is left behind. Ensuring there is a

consistently high quality of social work practice and leadership in every area is key to achieving this outcome.

The aim of the leadership programme is to ensure children and families receive the highest quality practice. This leadership programme will offer a consistently high standard of leadership and management training to child and family social workers at each leadership level that is central to deliver the best practice for children. To achieve this aim, we expect the programme to:

- a. Equip child and family social workers with the skills they need to be effective leaders and managers throughout their career.
- b. Develop a pathway for leaders from Practice Supervisor through to Practice Leader level, providing a clear career journey to senior leadership.
- c. Empower leaders to embed their learning and development in the workplace and model high quality practice, underpinned by theory and best evidence.
- d. Inspire leaders to champion the Post Qualifying Standards (PQS) for Practice Supervisors and Knowledge and Skills Statements (KSS) for Practice Leaders and support the development of knowledge and skills in the managers and frontline practitioners that they supervise.

As part of our drive to establish a professionally based career pathway, Post Qualifying Standards (PQS) and Knowledge and Skills Statements (KSS) for Practice Supervisors¹ and Practice Leaders² will be the foundation of the programme. This will provide a consistent, evidenced approach, allowing leaders to demonstrate they have the right knowledge and skills to carry out their role effectively and ensure social workers are being trained to a high standard. We also want the programme to use the learning of the 7/7/7 model for social work practice (see document 10 for more information) and embed the learning from the 7/7/7 model into the programme. We envisage that this approach will establish a legacy of identifying all training and development needs against the national standards, addressing those needs with an evidence-based learning solution that combines expertise in andragogy with expertise in social work practice.

¹ [Post-qualifying standard: knowledge and skills statement for child and family practice supervisors \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/614441/post-qualifying-standard-knowledge-and-skills-statement-for-child-and-family-practice-supervisors.pdf)

² [Knowledge and skills statement for practice leaders \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/614442/knowledge-and-skills-statement-for-practice-leaders.pdf)

The new programme will replace and build upon the success of the current offer when contract and grant arrangements expire for three existing programmes in March 2022: Practice Supervisor Development Programme (PSDP), Firstline and Practice Leader Development Programme (PLDP).

We want to build on the strengths of the existing leadership programmes, widening the scope and reach to ensure a joined-up offer from Practice Supervisor to Practice Leader level. We want the programme to have the breadth to improve leadership right across a social worker's leadership development journey, providing clarity and direction through a leadership pathway and a consistent pipeline of senior leaders with access to high quality training at each stage of their development to becoming an excellent leader.

Useful documents regarding the current offer are:

- Practice Supervisor Development Programme Website³
- Practice Supervisor Development Programme Annual Report⁴
- Review of the impact of the Practice Supervisor Development Programme⁵
- Firstline Programme Website⁶
- Firstline Programme Evaluation Report⁷
- Practice Leader Development Programme Evaluation Report⁸

Key stakeholders and users

The key stakeholders for the programme are groups and individuals with an interest in the programme, such as children and families, the Principal Social Work (PSW) Network and the Association of Directors of Children's Services (ADCS). The users of the programme will be local authorities (LAs) and their Children's Trust partner organisations as employers, and child and family social workers as participants.

We have consulted with a range of key stakeholders including end users (child and family social workers). We have heard a consistent message that there is a need for a clear leadership pathway and CPD framework and both

³ [Landing Page - Practice Supervisor Development Programme Repository \(rip.org.uk\)](https://practice-supervisors.rip.org.uk/wp-content/uploads/2021/06/PSDP_Year_3_report_exec_sum.pdf)
⁴ https://practice-supervisors.rip.org.uk/wp-content/uploads/2021/06/PSDP_Year_3_report_exec_sum.pdf

⁵ <https://practice-supervisors.rip.org.uk/impact-of-the-psdp/>

⁶ [Firstline programme | Frontline \(thefrontline.org.uk\)](https://thefrontline.org.uk/)

⁷ [Firstline: evaluation - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/firstline-evaluation)

⁸ [Practice leader development programme \(PLDP\) evaluation - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/practice-leader-development-programme-pldp-evaluation)

stakeholders and users will welcome a joined-up programme with a focus on developing leadership in the sector.

The successful contractor(s) will engage directly with key stakeholder groups throughout the process of development, including children and families, social workers and local authorities to ensure their needs are being met in the design and delivery of the programme.

Leadership levels

Leadership terms as defined by DfE may incorporate multiple roles and responsibilities which vary between local authorities/trusts (See annex A below for a detailed breakdown of example job titles and responsibilities at each level). Leadership levels as defined by DfE:

Practice Supervisors are qualified social workers whose primary responsibility is to supervise the practice and decision-making of Child and Family Practitioners, and to develop the skills of individuals and teams within child and family social work services.

Middle Managers are qualified social workers who are managers of Practice Supervisors but are not Heads of Service. They will have operational and management responsibilities.

Heads of Service are managers of a children's service area. The Head of Service is both operational and strategic, with each leader having oversight of a service area. This role may also be referred to as a service manager.

Practice Leaders are qualified social workers with the day-to-day operational responsibility across the whole local system for child and family social work practice, ensuring it operates correctly and overseeing child and family frontline practitioners and leaders. Most usually, this is referred to as the Assistant Director of Children's Social Care or Director of Family Services or an equivalent position.

Programme foundation

PQS/KSS

The Post Qualifying Standards⁹ and Knowledge and Skills Statements¹⁰ are the foundation for the introduction of a post-qualification leadership career pathway and set the standards for child and family social work. The

⁹ [Post-qualifying standard: knowledge and skills statement for child and family practice supervisors \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

¹⁰ [Social work post-qualifying standards: knowledge and skills statements - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

leadership programme should embed the PQS and KSS at its heart and use them as a reference point in content and programme development.

7/7/7 model

The learning from the evaluation of round one of the Children's Social Care Innovation Programme identified seven key features of good social work practice and seven enablers of improvement which result in seven key outcomes for children, families and children's social care teams. They are therefore pivotal in transforming children's social care and sustaining improvements. The 7/7/7 model is an evidenced approach to social work practice. The contractor(s) should use the model when developing the leadership programme and will be expected to demonstrate how it has been incorporated during the design phase. The programme should equip leaders with the knowledge, skills and confidence to develop and embed knowledge throughout social work practice in their organisations and develop and/or influence their wider organisations to ensure enablers are in place so that social workers deliver excellent practice.

An evidenced approach will provide a clear leadership journey with a golden thread of specific skills running through each differentiated stage, drawing on the PQS, KSS and 7/7/7 leadership model. The offer will plug the existing training gaps and create a clear pathway to senior leadership while delivering value for money. The programme will support leaders to develop the skills necessary for leading and improving children's services, appropriate to their role.

See document 9 for more information on the 7/7/7 model.

Child Safeguarding National Review Panel and Ofsted

In the development of the programme, we would like to see references to the learning from the child safeguarding national review panel which has identified areas of weakness in child and family social work practice. Additionally references to learning from Ofsted inspection reports, specifically on practice and leadership should be considered when developing the programme.

[Child Safeguarding Practice Review Panel - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/child-safeguarding-practice-review-panel)

Future vision

This contract represents the first step to bringing greater coherence to the post-qualification landscape for child and family social workers, by bringing together the design and delivery of training at different leadership levels. In the future, we are seeking to gain greater coherence between these development programmes and the national assessment of social workers.

While this should not affect the content of training programmes, we will need to consider both the appropriateness of the current assessment approach and its delivery, and we would expect the successful contractor(s) to input into those decisions an over the course of the contract.

2. Description of Requirement

The aim of the procurement exercise is to award a single contract, which could be operated by a group of suppliers as a single constituted entity, to design, develop and deliver a cohesive national leadership programme for child and family social workers in Practice Supervisor, Middle Manager, Head of Service and Practice Leader roles. The programme should be tailored to meet the needs of participants and be focused on addressing the challenges that social work leaders are dealing with, equipping them with the right skills for their work. This will require the successful supplier(s) to collaborate with local authorities and other employers and use the national standards and 7/7/7 model as a basis for identifying the training needs of potential participants. They may also like to review existing materials to assess suitability for inclusion in any future content (see page 2). Content will be reviewed at the end of the first contract year to embed lessons learned and respond to the latest evidence.

The supplier(s) will require expertise in social work and in managing high quality CPD programmes and should demonstrate how they will use their expertise in the development of the programme. They will also need to demonstrate an understanding of the development needs of leaders at all levels, as defined by DfE (see page 3). Proposals will be required to evidence how the leadership programme meets and is responsive to user needs.

We also expect the supplier(s) to work collaboratively with the DfE to respond to future changes in policy. This includes, but is not limited to, responding to recommendations from the independent review of children's social care¹¹ and working with the DfE on the future vision of the post qualification offer (see page 4).

The supplier(s) will be expected to design, develop and deliver a programme to leaders that:

¹¹ <https://childrensocialcare.independent-review.uk/>

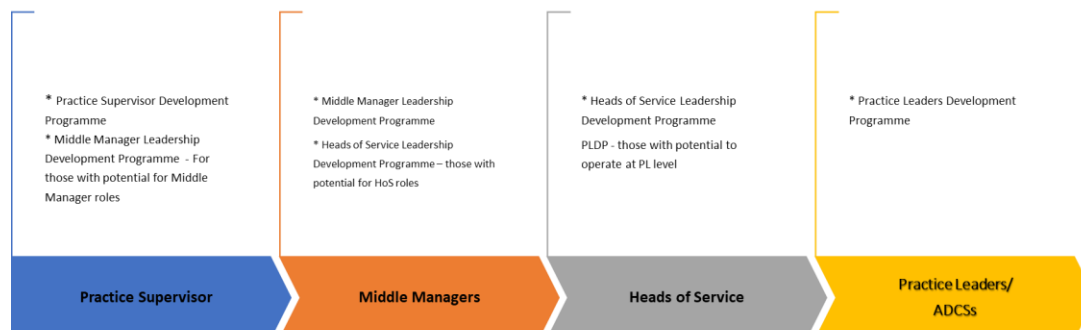
- a. Includes an application process which is straightforward, transparent and equitable to all for both the aspirant and in-post elements of the programme.
- b. Has a clear assessment process to determine suitability of candidates applying to the aspirant strands of the programme? This should include endorsement by the applicant's employer. Employer endorsement would also be expected for the in-post applicant.
- c. Uses the Practice Supervisor PQS and Practice Leader KSS to identify candidates' development needs and meet those needs with high quality programme content that is flexible to existing local authority programmes and models of practice.
- d. Demonstrates join up from Practice Supervisor through to Practice Leader levels. The offer should be presented as a single programme and should not have branding for each individual level. It should be recognisable and cohesive in its content and delivery but should also meet the differing needs of each leadership level.
- e. Is reflective of place-based issues and where appropriate, and in consultation with the DfE, targets where the greatest impact can be made.
- f. Has a mixed delivery model, that considers how people are currently working and is manageable around the pressures they are facing in the day-job and accessible to all regardless of location.

Pathway, Aspirant & In Post – Practice Supervisor development will be offered for candidates who are in post at that level. For all other levels (Middle Manager, Head of Service and Practice Leader levels) there will be an offer for social workers aspiring to work at the next leadership level as well as those already in-post. The aspirant cohorts should include similar content to the next level in-post (e.g. aspirant Middle Manager and in-post Middle Manager) but this may be delivered differently or have nuance in the content to meet the needs and desired outcomes of the distinct levels and cohort types.

Aspirant cohorts will include an application process including endorsement from employers to ensure applicants meet the criteria for the programme and that their learning will be supported by their employer. The supplier(s) will be responsible for ensuring the endorsement and recruitment processes for applications is equitable for all, working with employers to ensure this outcome. The recruitment process should identify suitable candidates for the aspirant cohorts. The purpose of the aspirant cohorts is to ensure we are developing and stretching leaders so that they are ready to operate at a higher level of practice. We want to ensure there is a pipeline of excellent

candidates for any vacancies that arise at the next level. However, we will be looking for bidders to demonstrate measures of development beyond candidates securing promotion. Participants on these cohorts should therefore have the capability of moving to a development role with more breadth and responsibility within 2 years of starting the training. We acknowledge that not all participants will move to higher level roles (due to multiple factors, including where vacancies arise) so we expect their learning on the programme to improve their effectiveness as a leader in their current role and for the supplier(s) to demonstrate development of participants that is not only vertical moves.

The purpose of in-post training is to ensure all leaders have access to high quality CPD which enables them to extend their capability to deliver excellent leadership performance, demonstrating positive impacts on their organisation's performance, facilitating excellent social work practice, and driving improvements in the service for children and families. This training is aimed at all staff in post who may benefit, including new starters or those with more experience in their role. Participants for in post training will need endorsement from their line manager, the purpose of endorsement is to ensure participants are supported in their learning.



Building on the success of existing programmes – we want to build upon the success of our existing leadership programmes and do not envisage entirely new delivery models at Practice Leader and Practice Supervisor levels. Firstline, Practice Leaders Development Programme (PLDP) and Practice Supervisor Development Programme (PSDP) are successful and well regarded in the sector. At Practice Supervisor (Firstline, PSDP) and Practice Leader (PLDP) levels we expect the new programme to retain and build upon the good practice and core delivery that exists in the current programmes. However, the existing programmes do not have the scope to be cohesive, do not provide a clear pathway to leadership and do not link up as an overarching leadership development programme. The new leadership

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programme will address this and mitigate the gaps that exist in the current offer, providing a single cohesive leadership programme.

We expect the successful contractor to make links with The Staff College¹² to ensure content of the programme is appropriate at all levels; addresses the most significant challenges facing leaders at each level and that there is logical progression between this programme and the Upon¹³ programme. There may be helpful resources and contacts that could be shared between the organisations. There may be links that could be made in terms of building relationships (Upon participants are current and future DCSs). Helpful learning in delivering CPD programmes, accessing experts and developing thinking on latest or emerging sector issues could helpfully be shared.

We expect any successful bidder to work with The Staff College to ensure the content of the programme is appropriate at all levels; addresses the most significant challenges facing leaders at each level and that there is logical progression between this programme and the Upon programme.

While it may be useful for bidders to engage The Staff College during the bidding process to develop their understanding of the Upon programme, engagement with The Staff College during the bidding process or building relationships before the awarding of the contract will not be part of the evaluation criteria. There is no expectation on bidders to develop relationships in advance of the successful bidder being announced.

All the information required on Upon can be found online in the links provided. Please find the necessary links below with the required information. The Learning Development Framework link gives information on how the Upon programme addresses leadership.

- [About - Upon \(uponleaders.co.uk\)](https://uponleaders.co.uk/about)
- [Aspirant Directors Programme - Upon \(uponleaders.co.uk\)](https://uponleaders.co.uk/aspirant-directors-programme)
- [New Directors Programme - Upon \(uponleaders.co.uk\)](https://uponleaders.co.uk/new-directors-programme)
- [LDF-final-v1.0.pdf \(uponleaders.co.uk\)](https://uponleaders.co.uk/LDF-final-v1.0.pdf)

Leadership Levels Numbers

¹² [The Staff College | Developing People - Building Capacity](#)

¹³ [About - Upon \(uponleaders.co.uk\)](https://uponleaders.co.uk/about)

We require supplier(s) to deliver a leadership programme to a minimum of 1000 child and family social workers per year of the contract. We have given a guide as to how many social workers should go through each level but encourage supplier(s) to adjust the numbers at different levels and cohort ratios based on the development period, engagement with the sector, and demand in the sector at each leadership level. Each level should meet the leadership needs required and be distinct but also form part of a cohesive development pathway. Please find link to child and family workforce figures below.

[Statistics: children's social work workforce - GOV.UK \(www.gov.uk\)](https://www.gov.uk/statistics/childrens-social-work-workforce)

Leadership Level	Year 1 Participant Numbers	Year 2 Participant Numbers
Practice Supervisor	600	600
Middle Manager	300 (150 in post 150 aspirant)	400 (200 in post, 200 aspirant)
Heads of Service	50 (25 in post, 25 aspirant)	50 (25 in post, 25 aspirant)
Practice Leader	50 (25 in post, 25 aspirant)	50 (25 in post, 25 aspirant)

Cohesive Programme: Factors across all levels

Cohorts will retain flexibility in content/delivery and allow adaptation of programmes in future years to continue to meet sector needs. The initial year and development phase should test demand and the number of participants expanded in the second year if there is sector demand, remaining within the budget constraints. Design and delivery of programmes, for example cohort types and length, need to reflect the needs of each leadership level and be evidenced as part of a bid. This is likely to result in differences in delivery across the leadership levels but the contractor should still ensure that the programme is as cohesive as possible overall. The golden thread elements below have been developed based on successful elements of the existing programme offer.

Core delivery themes should run through each level:

Networking: Improve networks across the social care workforce, across regions and across a range of employers, helping to facilitate networking opportunities at each level. Evidence from existing leadership programmes shows the value of networks is increasingly important at more senior leadership levels.

Reflective learning: Deliver maximum transfer of learning, facilitating a learning culture that is reflective and analytical of social workers and leaders' experiences.

Practice learning & applying theory and evidence: Content will be reflective of child and family social work evidence-based practice leadership and management demands. The delivery approach will support participants' development of evidence-based best practice, including best practice in learning transfer so that high quality practice is embedded in local authority child and family social work.

Culture: Fostering a culture that enables:

- Permission to challenge leadership
- Accountability and visibility of leaders
- Fostering support over blame
- Focus on quality of practice and striving for the best outcomes
- A chain of support from managers to social workers who help social workers wellbeing and supports and prioritises learning and development.

Multi Agency Working: Effective Multi Agency working including delivering in line with legislation in the Children and Social Work Act 2017 and the new multi-agency arrangements to safeguard children, and the lessons learned from the Wood Review of their implementation.

[Wood Review of multi-agency safeguarding arrangements \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

a fundamental part of leadership development. The programme must explore and challenge how leaders can create a supportive culture for minority ethnic groups in the workforce, and ensure equity through the application and endorsement process, delivering a high-quality equitable programme for all.

Coaching & Mentoring: Embed coaching and mentoring offers within the programme to help aid leaders' development and embed transfer of learning.

All stages of the programme must offer equal opportunities to applicants from all backgrounds and avoid discrimination against participants for any reason other than their suitability and eligibility to secure a place on the programme. This includes working with employers during the endorsement process to deliver equity for all. For example, there is evidence of disproportionate under-representation of black and ethnic minority leaders in the workforce, and under representation of women in senior leadership positions. The successful contractor(s) will be required to demonstrate how the leadership programme will be equitable and work to improve the leadership opportunities for underrepresented groups. All aspects of the application and selection process must adhere to statutory and legal requirements for equality and diversity and delivery should be accessible and equitable to all participants. Further information about the Equal Equality Act 2010 is available at:

[Equality Act 2010: guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/equality-act-2010)

Cohesive Programme: Factors at individual levels

Leadership levels are defined on page 3 and in annex A of this specification.

Practice Supervisor, Stage 1: will be open to all qualified child and family social workers in post as Practice Supervisors. The programme should:

- a. Build on the success of the existing Practice Supervisor Development Programme and Firstline programme widening the scope and aims to cohesively link to the broader leadership programme.

- b. Provide an additional bespoke offer that meets regional needs where targeted support is required.
- c. Instil Practice Supervisors with the confidence to lead teams and manage frontline practitioners' workloads and wellbeing.
- d. Equip Practice Supervisors with the skills to facilitate reflective supervision.
- e. Empower Practice Supervisors to embed their learning and development in the workplace and model high quality practice underpinned by theory and best evidence.
- f. Inspire Practice Supervisors to champion the PQS for Practice Supervisors and frontline practitioners and to support the development of knowledge and skills in the frontline practitioners that they supervise.

Middle Manager, Stage 2: will have two cohort types:

- a. In-post - open to all child and family social workers in a Middle Manager role.
- b. Aspirant - for Practice Supervisors who have the potential and aspiration to progress to Middle Manager within 24 months, preparing participants for roles as Middle Managers.

Head of Service, Stage 3: will have two cohort types:

- a. In-Post Heads of Service.
- b. Aspirant – for Middle Managers who have the potential and aspiration to work as Heads of Service within 24 months, preparing participants for roles as Heads of Service.

Practice Leader, Stage 4: will also have two cohort types:

- a. In-post for those already working as Practice Leaders.
- b. Aspirant - for Heads of Service aspiring to work as Practice Leaders within 24 months, preparing participants for roles as practice leaders.

The Practice Leader level programme should:

- a. Build on the success of the existing PLDP, currently open only to Heads of Service with the potential to work as Practice Leaders, widening the scope of the programme to in post Practice Leaders, and

ensuring both elements cohesively link to the broader leadership programme.

- b. Include content that is based on the KSS.
- c. Have a greater networking focus which includes offering additional opportunities for face-to-face networking.
- d. Maintain the Practice Leaders Network for all Practice Leaders in England and its directory. The directory will be handed over as part of exit arrangements by the existing supplier. This will involve:
 - Ensuring the Practice Leaders database is up to date
 - Collaborating with DfE to engage with the Practice Leaders network
 - Setting up meetings and events with the network and DfE
 - Sharing information with the network on behalf of DfE

We understand that it may not be possible for one contractor to provide all the requirements to fulfil this contract and we welcome bids from constituted groups as well as individual organisation bids.

The maximum award (Excluding VAT) for this lot is shown below.

	2022-23	2023-24	2024-25
	August 22 -March 23	April 23 –March 24	April 24 – July 24
TOTAL	£3,350,000	£5,000,000	£1,545,000

We expect demonstration of Value for Money (vfm) to underpin the full lifecycle of this agreement. We encourage the identification and implementation of efficiencies to deliver added value to the public purse throughout the contract.

3. Out of Scope

As the Director of Children's Services (DCS) role is wider than children's social care, many DCSs come from outside of children's social care and the current contract is in place until March 2023, the Upon programme for DCSs is not in scope.

Aspirant Practice Supervisors is also out of scope as this was not identified as a priority during DfE's stakeholder consultation which took place early in 2021. In role practice supervision was seen as more of a priority for CPD.

4. Contract Length

The contract is intended to run from 1st August 2022 until 31st July 2024, with the option to extend by a further 24 months on the determination of the Department.

5. Outputs and Deliverables

The DfE do not intend to prescribe the exact model of delivery for this programme. Suppliers will need to consider possible methods of delivery for the programme and outline the rationale for their recommended approach. This should include its suitability for the contract value and anticipated volumes of course participants.

Across all requirements, the successful contractor must demonstrate the following:

- a. knowledge and understanding of the current context and challenges relating to child and family social work;
- b. experience and expertise in engaging and working with stakeholders in the sector;
- c. experience of delivering a contract of a similar scope and scale;
- d. the ability to ensure effective national coverage to deliver high quality support in every local authority area;
- e. experience in developing quality assurance mechanisms; and
- f. the ability to provide value for money solutions.

The successful bidder(s) will need to demonstrate how they would deliver the following requirements:

Requirement	Page number
Requirement 1: Design, Develop and Manage Operational Delivery of Practice Leadership CPD Programme	10-12
Requirement 2: Project Management, Reporting arrangements and Evaluation	12-14
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Requirement 1: Design, Develop and Manage Operational Delivery of Practice Leadership CPD Programme

The contractor(s) will be expected to:

- a. Develop, design and deliver a coherent national programme that develops high quality leaders at each level of leadership (Practice Supervisor, Middle Manager, Head of Service, Practice Leader) and provides a pathway to senior leadership.
 - b. Work with and oversee third party and/or partner CPD delivery organisations as appropriate or necessary as part of delivering a coherent national programme that will meet the needs of local authorities and programme participants.
 - c. Use a proven, evidenced delivery approach to achieve positive long-term practice and behavioural change by embedding learning and development in local authorities and their Children's Trust partner organisations.
- a. Handle all data in accordance with Government best practice, as outlined in the terms and conditions.

- b. Whilst Upon is out of scope, the supplier(s) shall work with the current provider of Upon, The Staff College, to ensure as far as possible the new leadership programme forms part of a broader and more cohesive leadership suite.

I. The bidder(s) will need to set out, in detail, a clear, innovative delivery approach and demonstrate in a **maximum of 2,000 words** how that approach will:

- a. Develop, design and deliver a coherent national programme that provides a clear pathway to senior leadership from Practice Supervisor through to Practice Leader and meets the needs of local authorities and participants at all levels.
- b. Develop a leadership pathway that embeds leadership skills at each level of the programme based on the PQS and KSS for Practice Supervisors and Practice Leaders that meets sector need.
- c. Allow local authorities, trusts and participants to access high quality evidence-based learning and development, regardless of location.
- d. Be reflective of place-based issues and, where appropriate, target additional CPD or supplement the nationwide offer with additional place-based action to meet bespoke needs. This should include the piloting of a holistic programme offer (i.e., providing leadership support at all levels offered by the programme within an organisation) to 1-2 local authorities/trusts to test organisational impact.
- e. Demonstrate a clear approach to testing and evaluating potential innovations in the delivery model to continue to deliver efficiencies without compromising quality.

- f. Publicise the programme and support candidate selection and endorsement for the aspirant programmes by the local authority and how the programme and selection will be equitable for all.
- g. Support local authorities, including those authorities with specific improvement needs, by using the PQS, KSS and 7/7/7 model to identify the training and development needs of potential participants for the programme.
- h. Link CPD to candidate needs, existing local authority programmes and local models of practice.
- i. Provide participants with some form of recognition of participation.
- j. Support participants' development of evidence-based best practice, including best practice in learning transfer so that high-quality practice is embedded in local authority child and family social work.
- k. Support the development of a wider legacy of CPD in local areas at the end of the contract.

II. Bidder(s) should include an overview of how the programme could be delivered to complement and enhance existing local professional development programmes.

III. The bidder(s) should provide a data security plan that explains how departmental or personal data will be protected, in particular how they will.

- a. Collect a series of data on participants and their status during the leadership programme at individual and employer level, including data about the protected characteristics of all applicants in regard to the nine protected characteristics of the Equality Act 2010 and in

line with General Data Protection Regulation (GDPR) guidance¹⁴ on behalf of DfE as the Data Controller.

- b. Ensure any data or management information transferred to DfE or employers
is done so in an agreed Government secure method.
- c. Make available to DfE any item of data (in the supplier's possession) within 3 working days.

Requirement 2: Project Management, Reporting arrangements and Evaluation

Robust project management and regular accurate reporting is essential throughout the entire contract agreement to monitor programme development and delivery, manage risks and issues, and to fulfil governance-reporting requirements to build and give confidence that the programme delivery will be completed to the required level of quality.

The contractor(s) will be expected to:

- a. Ensure that day-to-day operational management of the programme, both at design and delivery stages, is of an excellent quality and is conducted professionally against agreed ways of working and standards of behaviour by building a collaborative working relationship between the supplier(s) and DfE.
- b. Have robust management controls and management information to provide a comprehensive view of actual progress of delivery against an agreed plan, with supporting evidence as necessary.
- c. Ensure potential problems are reported to the DfE as early as possible and corrective actions are taken to keep delivery on track.

¹⁴ [Guide to the General Data Protection Regulation - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/the-general-data-protection-regulation-gdpr)

- d. Obtain DfE approval for a plan of comprehensive corrective actions, mitigations and specific timescales in the event of any slippage, in order to restore progress back to plan.
- e. Put in place clear internal governance arrangements that allow for rapid and effective decision-making and the escalation of issues requiring resolution and provide DfE with a copy of the same (and any revisions).
- f. Utilise sector knowledge to work with the Department to refine key delivery KPIs once the programme has been designed, including reaching agreement on design questions such as participant numbers at each level.
- g. Work with department to agree feedback questions and methodology with participants, line managers and direct reports to monitor and evaluate programme impact.
- h. Facilitate collaboration in feedback and external evaluation, including obtaining agreement from participants and line managers that participation in the programme is a commitment to take part in feedback and any external evaluation (in the event that an external evaluation is commissioned), in line with GDPR guidance.
- i. Work collaboratively with any external third-party evaluator on the leadership programme in the event of an external evaluation.
- j. Produce an end of year report summarising the year of programme delivery. Content and feedback questions will be agreed with DfE at the start of the contract. An end of year report will include but not be limited to:
 - Participation numbers, broken down by cohort, local authority, region and protected characteristic.
 - Protected characteristic summary focussing on experience, access and content. Feedback questions will be agreed with DfE at the start of the contract.
 - Lessons learned and suggested improvements for future years delivery.

- Summary of feedback on participant experience and participant, line manager and direct report assessment of impact. Feedback questions will be agreed with DfE at the start of the contract.

I. Bidders should set out in detail in a **maximum of 1,500 words** their project management and reporting arrangements and how they relate to effective governance of the work by the Department, including:

- a. An outline plan to show how key project milestones will be met.
- b. A project plan outlining critical activities to be undertaken to achieve each milestone, the resource required to do so, and if they work as a group, which members of it (and stakeholders and communications where appropriate) will lead which elements to achieve it.
- c. How they will effectively resource this contract, outlining the proposed staffing and management structure.
- d. How they will provide a comprehensive view of actual progress of delivery against the project management plan with supporting evidence as necessary, including setting out appropriate attendance of any subcontractors/group members at review meetings, board meetings and other reporting or update meetings.
- e. How DfE will be provided with management and performance information including in advance of planned meetings and in response to ad hoc requests. This should also include how the DfE will be provided with participant and manager feedback, programme evaluation data and year-end reports.

II. Bids should include a risk register, defining specific risks or issues in delivering the proposal and set out:

- a. How they will ensure potential problems are identified and escalated as early as possible both within the supplier group and to the DfE so that corrective actions can be taken to keep delivery on track.
- b. A plan of comprehensive corrective actions, mitigations, contingencies and specific timescales in the event of any slippage against plan in order to restore progress back to plan.

Requirement 3: Contractor management and governance

We understand that it may not be possible for a single supplier to provide all of the professional development for participants across all areas as required by this contract. Accordingly, we welcome bids from groups as well as single organisations.

We require a contractor, if bidding from a group, **to clearly show in detail who the lead member is** and how they will effectively manage the joint-working arrangement and ensure that all deliverables are met to the required standards and within the required timeframes.

We would expect to see, within **any** bid, a contractor that is made up of a range of professionals, such as social work experts, social work CPD experts and leadership and management training experts.

Alternatively, it would be possible for the supplier(s) to coordinate activity across other professional development suppliers across different regions and the wider professional development market. Any such approach would need to set out clearly how delivery would be managed, supply of the programme assured, and the payment process delivered.

- I. The bidder(s) will be expected to set out, in a **maximum of 1,500 words** in detail, the management approach for the delivery of the contract which includes:
 - a. A clear governance and management structure that combines efficient decision-making with accountability and transparency.
 - b. How the programme will be effectively and efficiently organised and managed and the relationship between the key strands of activities planned.

- c. The responsibilities and experience of different organisations/group members, how they will work together, and who will lead the group (if applicable), including evidence of previous experience and expertise in:
- leading contractor groups
 - developing and/or delivering CPD to social workers
 - developing and/or delivering leadership and management training to child and family social workers or other professional groups
 - social work practice/working with social workers.
- d. How the contractor(s) will ensure there are sufficient staff with the right skills and expertise to manage the efficient and effective delivery of the programme. This should include information about key operational and strategic posts, the rationale for these posts, their responsibilities and the skills required to undertake those functions. The bid should include a CV for each key person attached as an annex using no more than one side of A4 paper, in no less than 12-point Arial font).
- e. How subcontracts with third party suppliers will be managed, including an effective approach to managing potential conflicts of interest. This should also include details of confidentiality agreements that will be in place with group members and sub-contractors (if applicable).
- f. How CPD material and delivery by partners and/or subcontractors will be quality assured and how feedback gathered from quality assurance activity will be used to improve delivery of the programme.

To note, the DfE will have no direct role in contracting outside the sole contract with the successful supplier(s). Contract arrangements between the supplier(s) and third-party supplier(s) will be covered within the total value of the sole contract (£9.9m) for two years.

Requirement 4: Costs and value for money

The approximate budget is **up to £9.9 million (Exc. VAT)** in the contract period of two years. We have not mandated the breakdown of set-up and operational costs as this will be subject to the design and delivery model proposed.

Where the contract price agreed between the Department and contractor is Exclusive of any VAT, further amounts will not be paid by the Department should a vatable supply claim be made at any later stage.

It is the responsibility of tenderers to check the VAT position with HMRC before submitting a bid.

All payments will be made by BACS transfer, Following receipt of a valid invoice. The successful tenderer(s) should provide details of discounts for prompt payment.

We expect to see a fixed cap on any expected expenses. All travel and subsistence costs must be in line with DFE thresholds (These are available upon request).

The supplier(s) is/are expected to:

- Deliver a high-quality practice leadership CPD programme, within the approximated budget of £9.9m that offers the best value for money.
- Monitor and evaluate leadership delivery costs.
- Prepare options for the longer-term sustainability of the CPD programme.
- Manage payment arrangements with third party suppliers.
- Identify lessons learned and opportunities for improving delivery and value for money through each contract year, and test, evaluate and, if demonstrating success, implementing improvements.

To note, the DfE will have no direct role in payment management arrangements outside the sole contract with the successful supplier. Payment management arrangements between the supplier and third-party suppliers will be covered within the total value of the sole contract (£9.9m).

I. The bidder(s) will need to complete the cost matrix table provided (document 5) and demonstrate costs against each of the following requirements:

- a. Clearly present a price based on current expectations, set up, and running costs up to the value of this requirement.
- b. Clearly present the cost per participant (DfE's assumption is that delivery costs per participant will vary dependent upon the training delivery model). The bidder(s) will need to balance the intensity of training required to make a significant impact on participants with the time needed to complete each programme level when considering the costs per participant and the best value for money.
- c. Clearly present forecast costs on a monthly basis, including project management and professional time, workshop venues, cost for materials, and travel and subsistence etc. as appropriate. It should be made clear who will receive T&S under their contract conditions and that are outside standard running costs.

II. They will also need, **in a maximum of 1,500 words** to:

- a. Show how the programme offers the best value for money, within the set budget and against the requirements set, explaining the steps taken by the bidder to enable this and manage the proposed budget over the lifetime of the contract, showing rationale and clearly evidenced cost calculations including the costs of:
 - Engaging the sector.
 - Developing the CPD offer.
 - Each participant completing the leadership programme.

- b. Include clear plans for how they will record and report where costs may increase/decrease and their potential impact on delivery.
- c. That appropriate assumptions have been made in developing the cost model.
- d. What additional risks have been factored into the cost of the bid and the steps that the bidder will be taking to mitigate these risks.
- e. Show clear plans to review running costs, delivery numbers and implement spend and delivery plan changes for the contract period.
- f. Formulate options about the longer-term sustainability of the CPD offer.

Requirement 5: Communications and engagement

I. The supplier(s) will need to produce communications and engagement activity that:

- a. Raises awareness of and demonstrates the high standard of leadership and management training available to child and family social workers under the programme name "Practice Leadership Programme for Social Workers". We would like to refer to this as "Practice Leadership Programme" (the PLP) to distinguish it from the current PLDP programme.
- b. Encourages child and family social workers, local authorities and employers to engage and take part in the programmes.

- I. The bidder(s) will be required to set out, in detail, their proposed communications strategy in **a maximum of 1,500 words** including:
- a. A strategic narrative that is consistent with the DfE's vision for social worker CPD.
 - b. Messaging that is consistent across the different levels of leadership in the programme whilst highlighting the unique value of each and the broader long-term career pathway of social workers.
 - c. Zero cost marketing tactics, such as owned and earned channels, as no budget will be provided for communications activity.
 - d. How the programme will be promoted to local authorities, employers and social workers, to maximise interest and take-up.
 - e. How the supplier(s) will engage and share insights from local authorities, employers and social workers on the successes and challenges of the programme, to inform and shape future training.
 - f. A 'look and feel' that is consistent across the entire leadership programme, including:
 - A stand-alone website that addresses the full audience journey, from prospective applicant to programme participant, housing all relevant content online. The website should signpost and provide a point of information for application and endorsement processes.
 - Platforms such as social media channels, a blog and newsletter that can be used to promote the programme and engage with the target audience without the use of paid for marketing activity.

To note: Please see Terms and Conditions for Intellectual Property Rights

Requirement 6: End of contract

We require a contractor(s) that will ensure there is a formal closure procedure, including having an exit strategy in place for handover of the system, if required, within 6 months of contract start and to be reviewed each year of the contract.

I. The bidder(s) will be required to set out a high-level plan that will be finalised upon contract award which includes:

- a. A plan for formal project closure including any TUPE arrangements where required.
- b. An exit strategy for handover, if required, of all aspects of the service in approximately June 2024 to a new provider or organisation and DfE.
- c. An exit plan for engagement with local authorities and participants on the programme including outstanding training, results and/or feedback as appropriate.
- d. The methodology for presenting all evaluation material from the contract into a final report for the DfE.
- e. A summary of outputs (including participation), lessons learned and outstanding issues arising during the contract.

Requirement 7: Social Value

Since 1 January 2021, all procurements covered by the Public Contracts Regulations 2015 must include a social value element.

For full details on The Government's Social Value Model including the policy themes, outcomes, reporting metrics and suggested activities that could demonstrate your delivery of these please see the procurement policy note on

taking account of social value in the awarding of central government contracts¹⁵ which articulates the areas of priority focus for social value delivery in the form of policy themes and outcomes. We have identified the following as areas of priority focus for the leadership programme and delivery of the associated contract.

I. Bidders will only be asked to submit a response in **a maximum of 1,500 words** that covers **ONE** of the following:

- a. Tackle Workforce Inequality– bidders will be required to demonstrate during procurement what measures they take to ensure their own workforce, and those of paid third parties, are representative of the characteristics of wider society at all levels of the organisation(s).
- b. Effective stewardship of the environment– bidders will be required to provide detail of actions they have taken to minimise or off-set their environmental impact.

If the bidder is responding to the **Tackle workforce inequality** requirement you should:

- I. Demonstrate your understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in your own organisation and those of your key subcontractors.
- II. Provide a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - a. Timed action plan.
 - b. Use of metrics.
 - c. Tools/processes used to gather data.
 - d. Reporting.
 - e. Feedback and improvement.

¹⁵ [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK \(www.gov.uk\)](#)

f. Transparency.

- III. Demonstrate how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering.
- IV. Describe the proposed measures to tackle inequality in employment, skills and pay in the contract workforce.

If the bidder is responding to the **Effective stewardship of the environment** requirement you should:

- I. Demonstrate your understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions and collaborative working with the supply chain.
- II. Provide a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - a. Timed action plan.
 - b. Use of metrics.
 - c. Tools/processes used to gather data.
 - d. Reporting.
 - e. Feedback and improvement.
 - f. Transparency.

For either requirement bidders should pay particular attention to the reporting metrics described alongside [PPN 06/20](#) as these will be used by the Department to monitor your progress against your commitment in your bid.

6. Methodology

There is an expectation the supplier will engage with the sector to benefit from professional expertise to test content and design. This scoping exercise will enable the supplier to develop a menu of evidence-based, quality assured

CPD material that is attractive to local authorities and social workers across the country.

The contractor(s) is/are expected to:

- a. Engage with the sector to test the content and design of the programme to ensure suitability for the leadership programme.
- b. Develop a CPD programme for leaders from Practice Supervisor through to Practice Leader around the PQS and KSS which meets the needs of local authorities and the social workers they employ.
- c. Provide the DfE with a report at the end of the scoping exercise that sets out how the findings will be used to develop a high-quality, evidence based CPD package, including methods for delivery.
- d. Show evidence of how a leadership pathway will be created that embeds consistent leadership skills based on the PQS and KSS and 7/7/7 model at the differentiated leadership levels.
- e. Identify the potential training needs of Practice Supervisors, Middle Managers, Heads of Service and Practice Leaders, with direct reference to the PQS for Practice Supervisors and KSS for Practice Leaders. Identify the current use of CPD for potential participants at all levels as well as understand the existing barriers to taking up CPD.
- f. Engage with the sector to identify and assess the range, strength, quality, evidence-base, and value for money of existing professional development programmes and evidence-based materials suitable for the leadership programme.
- g. Ensure content is reflective of child and family social work evidence-based practice and management demands.
- h. Ensure that any "Off-the-shelf" content used is quality assured and is current.
- i. Develop and quality assure bespoke content to address and respond to a need in professional development options.

- j. Work in collaboration with the sector to ensure the programme meets the needs of individual local authorities, including those authorities with specific improvement needs, and the potential participants and number of participants at all levels likely to participate in the programme.

7. Ensuring quarterly key performance and delivery plan updates.

For this contract, the Department acknowledges the importance of measures that focus on how much of something is being delivered, like the data we are requesting be provided monthly, but we also want to be confident that the contract is making a difference.

We want to work with the successful contractor to be able to better demonstrate the impact the contract is having on leaders in Children's Social Care and, as such, would like to challenge bidders to help define what measures should be used to demonstrate that those engaged with the leadership programme are better off for their experience.

Whilst the Department is clear on what areas we see as key to the success of this programme, we also understand that the different ways bidders may intend to achieve the outcomes of the contract may require different methods of measurement. To ensure the measurement aligns with the chosen delivery method, we are asking bidders to help define no more than ten (10) KPIs, which will be used to demonstrate success in these key areas. These KPIs will be agreed prior to contract signature and will form the Contractual KPIs to be included in Schedule 10 of the T&Cs.

The Department's key areas are:

- **Reducing inequality of programme access and outcomes experienced by participants with protected characteristics.**

We know that some groups of participants are under-represented in more senior leadership roles. They are less likely to access the leadership programme or achieve the same outcomes as others during the programme. The successful contractor(s) will be required to continue working to address this disproportionality.

We will require at **least one KPI** that demonstrates the impact the contractor(s) has on addressing these inequalities. We are particularly interested in measures which evaluate the experiences, access and programme journey (from pre-application to completion) and outcomes for participants from underrepresented backgrounds in senior leadership positions.

Please note; we accept that the measures in this area may take longer to develop, due to the lack of current intelligence, so will accept a

proposal that utilises year one as an exploratory and benchmarking period, with the final KPI measures being agreed to start at the beginning of year two.

- **Increasing the awareness and reach of leadership CPD and the quality and consistency of leadership in the sector.**

The successful contractor(s) will be expected to ensure that the leadership programme has contributed to more consistent and higher-quality leadership in the child and family social work sector. They will also be required to demonstrate how they have maximised interest in and take-up of the programme, in order to ensure delivery to a minimum of 1000 participants in each year of programme delivery.

We will require **KPIs** which demonstrate that programme content and delivery are of a sufficiently high standard to meet the needs of participants at the different leadership levels (as defined by DfE) and result in a positive impact on both the quality and consistency of leadership in the sector. KPIs should also show that promotion of the programme has maximised applications/ participation and ensured delivery to minimum participant numbers.

Please note: Any KPIs proposed for this area **must include** a measure that demonstrates that **at least 90% of employers are satisfied with quality of the programme.**

- **Developing a pathway for leadership and development.**

The successful contractor(s) will be expected to ensure that leaders with the potential for career progression receive appropriate support to develop their skills, making them ready for the next level of leadership or for a developmental role with greater responsibility.

We will require **KPIs** that demonstrate that the programme content and delivery is appropriate, relevant and of a sufficiently high standard to contribute to the development and/or career progression of leaders, particularly those in the aspirant cohorts.

Please note: Any KPIs proposed for this area **must include** a measure that tracks the career destinations of the aspirant cohorts.

- **Contributing to workforce stability and staff retention.**

To ensure the leadership programme is meeting the needs of sector employers, the successful contractor(s) must have mechanisms in place to demonstrate how the programme has had a positive impact on the retention of frontline practitioners and sector leaders.

We will require **at least one KPI** which demonstrate this impact. We are particularly interested in KPIs which gather the feedback of participants

about how participation in the programme has increased the likelihood that they will remain in social work and with their current employer.

- **Demonstrating the Social Value impact delivered by the contractor(s).**

This key area is covered under the specific Social Value requirement, so bidders will have to allow for this KPI as part of their proposed, maximum 10, and will not be expected to revisit their proposal as part of this requirement.

Bidders will be required to submit a response in **a maximum of 2,000 words**, that outlines how they will demonstrate success in the key areas.

For each area, the bidder must:

- I. Describe what metrics they are proposing for measurement, including what target they are proposing and the frequency of this reporting.
- II. Demonstrate how they have set the target to ensure that it is stretching yet achievable over time.
- III. Describe why this is the right metric, including describing any other metrics considered and why, where applicable, they have been discarded.
- IV. Describe the process by which they will continuously improve these metrics so that they will always be focussed on ensuring the right data is being captured to demonstrate impact in each area.

Annex A**Practice Supervisor**

Job titles may include:

- a. Team Manager/Leader
- b. Practice Educator
- c. Advanced Practitioner
- d. Independent Reviewing Officer
- e. Child Protection Chair
- f. Consultant Social Worker
- g. Assessed and Supported Year in Employment Lead
- h. Deputy Team Manager
- i. Assistant Team Manager
- j. Senior Social Worker
- k. Principal Social Worker
- l. Senior Practitioner
- m. National Assessment and Accreditation Lead

Responsibilities may include:

- a. Line Management
- b. Facilitating the development of social work practitioners
- c. Managing service delivery
- d. Reflective practice supervision and practice support
- e. Communicating the rationale/supporting others through change
- f. Supporting multi-agency and multi-team working

Middle Manager

Job Titles may include:

- a. Principal Child and Family Social Worker
- b. Senior Manager
- c. Operations Manager
- d. Team Manager
- e. Area Manager

f. Group Manager

Responsibilities may include:

- a. Implementing/monitoring organisational strategy, policy and procedures
- b. Influencing change processes/ensuring 'voices from below' are heard
- c. Communicating the rationale/supporting others through change
- d. Leading and managing integrated services/teams
- e. Supporting and monitoring effective interagency working in relation to direct practice
- f. Managing and overseeing HR policies, systems and processes (e.g., sickness absence, lone working, rotas etc)
- g. Managing individual staff performance
- h. Professional support and supervision
- i. Identifying and supporting staff learning and development needs
- j. Team development
- k. On-call responsibilities (out of normal working hours)
- l. Directing and supporting frontline practice
- m. Responding to complaints, comments, and suggestions

Head of Service

Responsibilities might include:

- a. Providing critical support to and co-ordination of the service area
- b. Ensuring services are safe, efficient and meet all regulatory standards
- c. Leading on strategic multi-agency collaboration
- d. Commercial and financial strategy/management
- e. Driving service/ organisational improvements and innovation
- f. Leading, managing and developing teams

Practice Leader

Responsibilities might include:

- a. Providing and promoting clear, strategic leadership across the service

- b. Ensuring effective service delivery
- c. Establishing systems of target setting and management which encourage high levels of performance
- d. Line management, development and supporting the effective performance of Heads of Service and Managers
- e. Driving service improvements, developing service improvement plans and fostering innovation
- f. Establishing, overseeing and monitoring new services and programmes
- g. Budget monitoring and fundraising