

CONTRACT FOR DELIVERY OF THE FAMILY AND FRIENDS ADVICELINE

THIS CONTRACT IS DATED 18 MAY 2020

Parties

- 1) **The Secretary of State for Education** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown (**“the Department”**); and
- 2) **Family Rights Group** registered in England and Wales under company number 1015665 whose registered office is at Second Floor, The Print House, 18 Ashwin Street, London E8 3DL (**“the Contractor”**)

Recitals

- A) The Contractor has agreed to deliver the Family and Friends Adviceline on the terms and conditions set out in this Contract.
- B) The Department's reference number for this Contract is project_1033.

1 Interpretation

1.1 In this Contract the following words shall mean:

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|---------------------------|--|
| "Affiliate" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time; |
| "Central Government Body" | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); |

	(c) Non-Ministerial Department; or
	(d) Executive Agency;
	Means the 1 st April 2020;
“Commencement Date”	Means this written agreement between the Department and the Contractor consisting of these terms and conditions of contract and attached 10 Schedules;
“Contract”	
	Means the Contract price set out in Schedule 2, payable by the Department to the Contractor as consideration for the provision of Services;
“Contract Charges”	
	Nicola Doyle (or her replacement) Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
“the Contract Manager”	
“Contract Period”	The start and end date of the contract as set out in Clause 2 subject to any extensions.
"Contractor Personnel"	all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor;
“the Contractors Contract Manager	Cathy Ashley (or her replacement) Family Rights Group, The Print House, 18 Ashwin Street, London E8 3DL
“Confidential Information”	the Department's Confidential Information and/or the Contractor's Confidential Information;
“Contracts Finder”	the Government’s publishing portal for public sector procurement opportunities.
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
“Controller”, “Processor,” “Data Subject”, “Personal Data”,	take the meaning given in the GDPR

"Personal Data Breach", "Data Protection Officer"	
"Crown"	means Queen Elizabeth II and any successor
"Crown Body"	Means any department, office or agency of the Crown;
" Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Parties, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Data Loss Event"	Means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
"DPA 2018"	Means the Data Protection Act 2018
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"Department's Intellectual Property Rights"	means all Intellectual Property Rights, including subsisting trademarks and URLs relating to the Services comprised in or necessary for or arising from the performance of the Services
"Environmental Information"	the Environmental Information Regulations

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

“LED”	Law Enforcement Directive (Directive (EU) 2015/580)
"Personal Data"	shall have the same meaning as set out in the GDPR/Data Protection Act 2018;
“Processor Personnel”	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.
“Property”	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract.
“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
“Replacement Contractor”	means any third-party supplier appointed by the Department to supply any services which are substantially similar to any of the Services in substitution for the Contractor following the expiry, termination or partial termination of the

	Contract;
"the Services"	the provision services to be performed by the Contractor as described in Schedule 1;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/351/EC and any subsequent revisions.
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract
"VCSE"	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

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

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

2 Commencement and Continuation

2.1 The Contractor shall commence the Services on the Commencement Date and, subject to Clauses 2.2 and 10.1 shall complete the Services on or before 31 March 2021.

2.2 The Department may extend the Initial Term by up to a further 2-years (on a 1+1 basis) by giving not less than 3 months' written notice to the Contractor prior to the expiry of the Initial Term.

3 Contractor's Obligations

3.1 The Contractor shall promptly and efficiently complete the Services in

accordance with the provisions set out in Schedule 1.

3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.

3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 Departments Obligations

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

5 Changes to the Department's Requirements

5.1 The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.

5.2 The Contractor shall use reasonable endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

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

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

7 Contractor's Employees and Sub-Contractors

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

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

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

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

- 7.2** The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 7.3** The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.4** The Contractor shall give to the Department if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require.
- 7.5** If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from providing the Services and shall provide a suitable replacement (at no cost to the Department).
- 7.6** The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Contract Manager of proposals to change key employees or sub-contractors.
- 7.7** The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.8** The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.9** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

7.10 TUPE

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

- a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period;
- b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 7.10.1 (a);
- c) the terms and conditions of employment/engagement of the Staff referred to in clause 7.10.1 (a), their job titles and qualifications;

7.1.4 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and

7.1.5 details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union

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

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

7.10.3 Each time the Contractor supplies TUPE Information to the Department it shall warrant its completeness and accuracy and the Department may assign the benefit of this warranty to any Replacement Contractor.

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

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

- .1 the provision of TUPE Information;
- .2 any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or

any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period;

- .3 any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Department or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
- .4 any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
- .5 any claim by any person who is transferred by the Contractor to the Department and/or a Replacement Contractor whose name is not included in the list of Returning Employees.

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

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

7.10.8 The Contractor undertakes to the Department that, during the 6 Months prior to the end of the Contract Period the Contractor shall not (and shall procure that any Sub-Contractor shall not) without written approval of Department (such approval to be provided by the Department within 5 working days of receipt):

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

- .4 recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

7.11 Retendering and Handover

- 7.11.1 Within 30 days of being requested by the Department, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable the Department to issue tender documents for the future provision of replacement services.
- 7.11.2 The Department shall take reasonable precautions to ensure that the information referred to in clause 7.11.1 is given only to potential contractors who have qualified to tender for the future provision of the replacement services.
- 7.11.3 The Department shall require that all potential Contractors treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Department; and that they shall not use it for any other purpose.
- 7.11.4 The Contractor shall allow access to the Premises (where applicable) in the presence of Department's authorised representative, to any person representing any potential contractor whom the Department has selected to tender for the future provision of the Services.
- 7.11.5 If access is required to the Contractor's Premises for the purposes of clause 7.11.4, the Department shall give the Contractor 7 days' notice of a proposed visit together with the names of all persons of the Senior Management Team who will be visiting. The Senior Management Team includes the following roles: Chief Executive; [head of finance]; [head of Advice line]; [COO]
- 7.11.6 The Contractor shall co-operate fully with the Department during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

8 Intellectual Property Rights

- 8.1 It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights and/or Intellectual Property Rights arising from the performance of the Services ("**Service Specific IP** ") shall vest in the Crown absolutely pursuant to Schedule 1A.
- 8.2 The Contractor grants to the Department and, if requested by the Department, to a Replacement Contractor, a royalty-free, perpetual, irrevocable and non-

exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights the Contractor owned or developed prior to the Commencement Date or otherwise not in connection with the Contract (“**Contractor Background IP**”) and which the Department (or a Replacement Contractor) reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided and the use and further development of the intellectual property materials.

- 8.3** The Contractor hereby assigns to the Department or undertakes to procure the assignment to the Department of all Intellectual Property Rights, subject to Schedule 1A which, may subsist in the Service Specific IP. These assignments shall be given with full title guarantee, shall take effect on the relevant effective date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights in the Service Specific IP and shall include, without limitation, an assignment to the Department of all rights arising in the United Kingdom and the world together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Contractor shall execute all documents and do all other acts requested by the Department and necessary to execute and perfect these assignments and to otherwise evidence the Department’s ownership of such rights. .
- 8.4** The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 8.5** The Contractor warrants:
- 8.5.1 that the Service Specific IP comprise the original work of and were created by or on behalf of the Contractor;
 - 8.5.2 that the Department's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;
 - 8.5.3 That the use of or exercise by the Department of the Department's Intellectual Property Rights, the Service Specific IP and the Contractor Background IP will not infringe the rights of any third party;
 - 8.5.4 that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.
- 8.6** When using the Department trade marks (as set out in Schedule 1A) the Contractor shall observe all reasonable directions given by the Department from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Contractor may not:
- 8.6.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any Department trade mark, or unfairly competes with any Department trade mark; or

8.6.2 apply anywhere in the world to register any trademarks identical to or so nearly resembling any Department trademark as to be likely to deceive or cause confusion.

8.7 The Contractor shall ensure that any copyright materials produced by or on behalf of the Contractor pursuant to the provision of Services under the Contract shall be marked with the following copyright notice " © Crown Copyright ***year of publication***".

9 Warranty and Indemnity

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

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

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

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

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

9.4 The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through

the default of the Contractor provided that the total liability of the Contractor under the provisions of this clause 9.4 shall not exceed a sum equal to 150% of the total contract price.

- 9.5** All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.5** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

- 10.1** This Contract may be terminated by either party giving to the other party at least 90 days' notice in writing.
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4** This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1985.

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

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

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

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

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

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

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

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

11 Status of Contractor

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

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

12 Confidentiality

- 12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2** Clause 12 shall not apply to the extent that:
- 12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);
 - 12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 12.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 12.2.5 it is independently developed without access to the other party's Confidential Information.
- 12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;

- 12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 12.6.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.5.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- 12.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
- 12.6.5 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
- 12.7** The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.9** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.10** Subject to Clause 12.9, the Contractor hereby gives its consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 12.11** The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 12.12** The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

13 Freedom of Information

- 13.1** The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 13.2** The Contractor shall and shall procure that its Sub-contractors shall:
- 13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 13.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
 - 13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 13.3** The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 13.4** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 13.5** The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
- 13.5.1 in certain circumstances without consulting the Contractor; or
 - 13.5.2 following consultation with the Contractor and having taken their views into account;
- provided always that where 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 13.5** The Contractor shall ensure that all Information is retained for disclosure and

shall permit the Department to inspect such records as requested from time to time.

14 Access and Information

The Contractor shall provide access at all reasonable times during normal working hours with 48 hours notice to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractors employees. It is noted that in the event the office is shut do to Coronavirus related restrictions, such inspections may be required to be completed remotely with Contractor Staff"

15 NOT USED

16 Tax Indemnity

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

(i) fails to provide information in response to the request within a reasonable time,

or

(ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 15.1 and 15.2 above or why those Clauses do not apply to it;

(b) in the case of a request mentioned in Clause 15.4 above, the Contractor fails to provide the specified information within the specified period, or

(c) it receives information which demonstrates that, at any time when Clauses 15.1 and 15.2 apply, the Contractor is not complying with those Clauses.

16.6 The Department may supply any information which it receives under Clause 15.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

16.9 The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

16.10 The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

17 Data Protection

- 17.1** The Parties acknowledge and agree that the Contractor will not process Personal Data on behalf of the Customer and Schedule 3b shall apply. If the Customer notifies the Contractor that the Customer requires as part of the Services the processing of Personal Data, the Customer shall issue instructions to the Contractor in the form of the table in Schedule 3a and in such case clauses 17.2 to 17.14 shall apply to such processing.
- 17.2** The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 17.3** The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 17.4** The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 3a , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and

ensure that they:

- (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 45 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

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

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

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

available.

- 17.7** Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 17.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 17.8** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 17.9** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 17.10** Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 17.11** Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 17 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

- 17.12** The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 17.13** The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 17.14** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

18 Amendment and variation

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

19 Assignment and Sub-contracting

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

20 The Contract (Rights of Third Parties) Act 1999

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

21 Waiver

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

22 Notices

- 22.1** Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where

being sent to an address in a different country to where posted) airmail, or e-mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

22.2 The notice, demand or communication shall be deemed to have been duly served:

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

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

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

23 Dispute resolution

23.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

23.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

23.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

24 Discrimination

24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25 Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English

Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

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

A solid black rectangular redaction box covering the signature of the Secretary of State for Education.

Authorised to sign for and on
behalf of Family Rights Group

A solid black rectangular redaction box covering the signature of Family Rights Group.

The Specification

1 Background

1 Introduction/Background

- 1.1 The voluntary sector plays a key role in providing services for children and families involved with the care system.
- 1.2 Building on the Department for Education's historic investment in the area of family advice and support, we want to support the sector to ensure that when children are in care or at risk that their families have access to expert advice and support to understand the system and resolve issues.
- 1.3 The provision of such advice and support benefits both children and their families by helping to prevent the avoidable escalation of issues and by improving engagement of and experience with statutory children's services.
- 1.4 The Department recognises the need for a strategic support offer for all families involved in the care system and for friends and relatives who are already caring for, or are considering, taking on responsibility for a child.
- 1.5 We aim to ensure that families, relatives and friends, across the country have access to expert advice and support in order to assist them in accessing local authority Children's Services and, where appropriate, accessing independent legal advice relating to child and family law.
- 1.6 The Department is seeking to award a one year contract with the option to extend for up to two additional years (on a 1+1 basis) to an organisation for the provision of a national information, advice and support service to families whose children are in need, at risk, or in the care system. This will also include family, relatives, and friends carers (also known as kinship carers) who are raising, or considering caring for, children who cannot remain at home.
- 1.7 This contract is to provide crucial advice, information and signposting to thousands of families who are involved with the care system many of whom are from the most disadvantaged, under-represented, and vulnerable groups in society.
- 1.8 Funding is available to run an advice line from 1st April 2020 - 31st March 2021. There may be an option to extend this contract for up to two further years (on a 1+1 basis).
- 1.9 This service is currently being grant funded by the Department. This provides a telephone and online advice service. The service currently responds to over 5400 calls a year, receives over 598,000 unique visits to their webpages and has over 377,000 discussion board visits.

2 Objectives

2.1 The Contractor shall use all reasonable endeavours to achieve the following objectives through the delivery of a national helpline across England and a website with digital support features:

- Provide accurate information, legal and practice advice and signposting, where relevant to families (including parents, relatives and friends) who require support from, or are involved with, the child welfare system.
- Provide specialist advice delivered through appropriately experienced, qualified and skilled people with expert knowledge of the child welfare including the care system in England and with excellent communication skills;
- Advice line open 9-30am – 3-00pm every weekday (excluding bank holidays);
- Maintain the advice line number which is free to callers and not itemised on phone bills;
- Ensures any missed calls are routed to voicemail and followed up within a maximum of 24 hours;
- Moderate the parents' and kinship carers' on-line discussion boards each weekday (excluding bank holidays) and respond to advice requests;
- Answer emails and letters from those without easy access to a phone or website, such as prisoners;
- Continue to develop our referral and signposting arrangements, including to children panel solicitors and our on-line list of other sources of support;
- Review and update on-line advice and information reflecting changes in legislation, guidance, case law and policy.
- Continue to provide access to language line for callers who cannot speak English and Textphone for callers who are deaf or hard of hearing, ensuring the helpline service complies with the advice and guidelines of the Royal National Institute for the deaf; and the digital service meets the requirements of the [GDS Technology Code of Practice](#)
- The website is responsive to all devices including mobiles.
- Demonstrate continuous improvement of the service throughout the contract, evaluating user satisfaction on an ongoing basis and reporting to the Department; and
- Deliver value for money through efficient and effective use of the budget and resources.

3 Methodology

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

SCHEDULE OF WORK

KPI 1 is '**Families are supported to understand, navigate and work with family law, child welfare and local authority care services and processes**'. Our 2020/21 targets include a 10% rise in unique visitors to the website and a rise to 5,750 calls answered on the free telephone advice line. Using our VCC data system and new

Salesforce database, we are able to fully analyse the demographics of the callers and also what they are seeking help about (e.g. child protection, care proceedings, family support etc.) This enables us to adapt and tailor our services, particularly on the discussion boards and website.

KPI 2 is '**Evaluate impact of support provided and continually improve service**'. FRG already has an established methodology, developed in conjunction with New Philanthropy Capital (NPC), to evaluate the impact of both the telephone and online services. We are able to assess the immediate impact of the telephone advice line by regularly conducting surveys of callers 1-4 days after they have used the service and also the longer term impact by speaking to them 4-6 months after the call. In addition, our plans to revamp and improve the website mean that we have set more ambitious targets than in the previous DfE grant based on the positive impact of our online services.

KPI 3 is '**Demonstrate savings to public funds, including social work time, by preventing problems from escalating and averting need for unnecessary long term statutory involvement – including children entering care**'. In addition to feedback metrics from advice line callers and online users, our evaluation framework enables us to measure net savings to public funds. We have committed to save public funds for every £1 invested.

KPI 4 is '**More families accessing the child welfare and legal information and advice they need**'. FRG have consistently managed increases in the numbers of users accessing our advice services. For example, visitors to the discussion boards have doubled over the past two years to nearly 380,000. This is reflective of the increased need and higher number of families involved in the child welfare system. FRG are planning for further increases in users for both the telephone and online advice services.

INTELLECTUAL PROPERTY

1. This schedule 1A sets out the Service Specific IP of the parties at the Commencement Date of the Contract.

2. **Table 1: The Department's Service Specific IP**

Intellectual Property	Details
N/A	-

3. **Table 2: The Contractor's Service Specific IP**

Intellectual Property	Details
Website	
Telephone Number	

Financials

1 Table 1: Breakdown of Cost



Proposed Payment Schedule

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

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

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

End of Schedule 2

Schedule 3a

Processing, Personal Data and Data Subjects

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

1. The contact details of the Controller's Data Protection Officer [Insert Contact details]
2. The contact details of the Processor's Data Protection Officer are: [Insert Contact details]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

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

Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), Departments/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]

Schedule 3b

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

1. The Contractor shall (and shall procure that any of the Contractor staff shall) adhere to all applicable provisions of the Data Protection Legislation and not put the Department in breach of the Data Protection Legislation.
2. On request from the Department, the Contractor will provide the Department with all such relevant documents and information relating to the Contractor's data protection policies and procedures as the Department may reasonably require.
3. Subject to clause 6(b), the Contractor agrees that the Department and its Representatives may use Personal Data which the Contractor provides about its staff and partners involved in the Services to exercise the Departments rights under this Contract.
4. The Department and the Contractor shall:
 - 4.1. ensure that the provision of Personal Data to the other party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
 - 4.2. ensure that it only shares Personal Data with the other party to the extent required in connection with this Contract.
5. Where a Party (the "Data Receiving Party") receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Contract:
 - 5.1. the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
 - 5.2. where the request or correspondence is directed to the other party and/or relates to the other party's Processing of the Personal Data, the Data Receiving Party will:
 - 5.2.1. 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
 - 5.2.2. provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
6. Each party shall promptly notify the other party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Contract and shall:
 - 6.1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
 - 6.2. implement any measures necessary to restore the security of any

- compromised Personal Data;
- 6.3.** work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 6.4.** 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.

7. Without limiting any other provision of this Schedule 3b, each of the Parties shall, on request, provide such information and assistance as is reasonably requested by the other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data.

8. The Department and the Contractor shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Contract.

KPIs, Service Levels and Service Credits

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

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

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

PERFORMANCE STANDARDS/MEASURES

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

CONSEQUENCES OF FAILURE TO MEET KPIS

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

9.1 5% for one KPI failed

9.2 10% for two KPIs failed

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

10. A failure to meet the required performance level for the other KPIs will not be considered a Service Failure in the context of paragraph 7 but expects to meet the required performance levels and will consider repeated failures as breaches of this contract.

11. In addition to its rights under paragraph 7, if there are one or more Service Failures in 3 (three) consecutive Service Periods/calendar months, will be entitled, as its sole discretion, to terminate this contract on 30 days written notice.

11.1. In the current Coronavirus pandemic, the Department and Contractor agree to work together to ensure that the Service continues to be delivered to the best quality possible however it is agreed that Service Credits shall not be levied if government restrictions [and illness] make it impossible to deliver the normal level of services.

Table 1 KPIs

KPI	Measurement Period	Performance Measure	Service Period (Quarterly)	Monitoring method	Performance Objective/ Service Credit applied
<p>1. Families are supported to understand, navigate and work with family law, child welfare and LA social care services and processes.</p> <p>1A. Families understand their rights, responsibilities and options when children are involved in social care services; able to challenge poor performance and consider legal remedies when necessary.</p> <p>1B. Families are able to draw upon their own resources, know where to get effective help from children's services and know where to get help from other organisations.</p> <p>1C. Families understand role, responsibilities and process of becoming kinship carer, including legal options such as SGO.</p>	<p>Call volumes recorded monthly</p> <p>Demand and demand answer rate reported quarterly</p> <p>Demographics information and reasons for calling reported annually</p>	<p>The free telephone advice line and website services are fully operational on 1st April 2020.</p> <p>Re advice line:</p> <ul style="list-style-type: none"> At least 60% of callers are parents; At least 25% of callers are wider family members and kinship carers; At least 25% of calls are about child protection including pre proceedings; At least 25% of calls are about care proceedings or about children in the care system including voluntary accommodation (s20); At least 22% of calls are about family support/early help/children in need; <p>At least 10% private law matters where</p>	<ul style="list-style-type: none"> Telephone advice line operated 5 days a week, 9-30 – 15-00, excluding public holidays. Call volumes, demand and demand answer rate supplied by VCC data (excl. persistent callers). Key reasons for contacting service and underlying problem types recorded on advice database. Demographics of callers recorded on advice database. Analyse calls to the advice line and digital advice service data. <p>Provide quarterly information about the main categories for calls in each quarter and most viewed discussion board threads; & provide any associated advice and information on policy implications/changes.</p>		

KPI	Measurement Period	Performance Measure	Service Period (Quarterly)	Monitoring method	Performance Objective/ Service Credit applied
		children's services are involved e.g. assessments of potential special guardians.			
2. Evaluate impact of support provided and continually improve service.	Annually	<p>At least:</p> <p><u>Online</u></p> <ul style="list-style-type: none"> • 80% found the service helpful; • 55% felt they had better understanding of what they had to do as a result of visiting the site/viewing discussion board; • 55% felt they understood the law better after visiting the site/viewing the discussion boards; • 55% felt they understood their rights and responsibilities better as a result of visiting the site/viewing the discussion boards; • 55% felt they had a better understanding of children's services procedures. <p><u>Telephony</u></p> <p>1-5 days after call at least:</p> <ul style="list-style-type: none"> • 85% found service helpful; • 80% felt they had better understanding of what they had to do as a result of the call; • 75% felt they understood rights and responsibilities better as a result of the call; • 80% felt it was the call with FRG that helped them to cope. <p>4 to 6 months after caller contacted FRG at least:</p> <ul style="list-style-type: none"> • 70% agreed they had a better understanding of what they had to 	<p>Conduct an impact survey of users of the on-line services.</p> <p>Undertake an impact evaluation survey of callers to the advice line, developed by NPC.</p> <p>Staff support, supervision and training taking place.</p> <p>Performance reviews.</p> <p>Implementation of quality assurance policy.</p>		

KPI	Measurement Period	Performance Measure	Service Period (Quarterly)	Monitoring method	Performance Objective/ Service Credit applied
		do as a result of the call to FRG; 60% agreed they had a better understanding of children's services as a result of the call to FRG.			
3 Demonstrate savings to public funds, including social work time, by preventing problems from escalating and averting need for unnecessary long term statutory involvement – including children entering care.	Annually	<p>Every £1 invested in the advice service saves funds to the public purse.</p> <p>1-5 days after call, at least:</p> <ul style="list-style-type: none"> • 55% felt call with FRG helped them to understand concerns of social workers; • 70% felt call with FRG improved understanding of children's services procedures. <p>4-6 months after the call, at least:</p> <ul style="list-style-type: none"> • 40% felt better able to work with the social worker/children's services since the call; • 40% agreed the call helped them to gain a better understanding of the concerns of the social worker; <p>40% agreed that the support they received made a positive difference to the local authority plan and/or services for their child/children.</p>	Impact evaluation report.		
4 More families accessing the child welfare and legal information and advice they need.	Call volumes recorded monthly Demand and answer rate reported quarterly Demographics & reasons for calling reported annually	<p>650,000 unique visitors to the web per financial year.</p> <p>415,000 unique discussion board visitors.</p> <p>5,750 calls per year providing follow up as required.</p> <p>Impact measured via surveys (see KPI 2).</p>	<ul style="list-style-type: none"> • Website visitors measured by google analytics, incl. visitors to pages, advice sheets and discussion threads to identify where interest is most marked. • Calls answered data recorded by VCC. • Analysis of advice database for demographic data & reasons for calling. <p>Carry out annual online surveys (as per KPI 2).</p>		

Table 2 Service Levels

Service Level	Measure	Compliance
Reporting and Meetings	<p>Monthly reporting: submit a monthly management information report, including any exception events within this report and progress against KPIs</p> <p>Quarterly reporting: submit a quarterly report prior to each quarterly contract meeting to include information on FRG usage data, key issues arising from calls/implications for policy and practice, financial reports, risks/issues.</p> <p>Annual reporting: submit and publish an annual report within three months following each financial year.</p>	100% - DFE monitoring
	<p>Quarterly contract meetings: the Customer and the Contractor will conduct quarterly contract meetings to discuss service provision.</p>	
	<p>Development and operations meetings – as required</p>	
Administration/Communication	<p>In delivering the Services offer a responsive and supportive service to participants and their facilitators.</p> <p>Respond to 100% of queries and correspondence within 3 Business Days of receipt.</p>	
Finance	<p>Ensure that invoices are submitted to DFE within 10 Business Days of the end of the relevant charging period/completion of the activity</p>	
Commercial Management	<p>Ensure that Change Control Notes are signed by both Parties prior to any additional work being undertaken (DFE or Contractor to ensure paperwork is issued in a timely fashion when change required).</p>	
Complaints	<p>Ensure that all administrative Personnel are aware of and abide by relevant complaints procedures.</p>	
	<p>Main management contact to report all complaints in writing to DFE within the reporting period.</p>	
Records and questionnaires	<p>Ensure that all records are maintained and kept up to date throughout the Term. Records must be updated within 5 Business Days of a request being made or an event taking place (subject to system availability).</p>	
Delivery	<p>Supply appropriate equipment to support the delivery of the Services at any face to face events.</p>	100%- Questionnaire records
Evaluation	<p>Contribute to the evaluation of the effects of its delivery by reviewing Service User satisfaction, learning outcomes and the commissioning of impact studies.</p>	

IMPLEMENTATION PLAN

Schedule 5

NOT USED

Change Control Procedure

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

Change Control Note

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

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

Impact on original contract (if applicable)			
Supporting Information (please attach all supporting documentation for this Change Control)			
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.		
Variation Agreed <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> For the Contractor: Signature..... Full Name..... Title..... Date..... </td> <td style="width: 50%; vertical-align: top;"> For the <u>DFE</u>: Signature..... Full Name..... Title..... Date..... </td> </tr> </table>		For the Contractor: Signature..... Full Name..... Title..... Date.....	For the <u>DFE</u>: Signature..... Full Name..... Title..... Date.....
For the Contractor: Signature..... Full Name..... Title..... Date.....	For the <u>DFE</u>: Signature..... Full Name..... Title..... Date.....		

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

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

Schedule 7

Key Personnel and Key Sub Contractors

Key Personnel

The individuals listed in the table below are Key Personnel:

Name	Role	Period of Involvement
Louise Craggs Tripp	Operational Manager	
Sandra Atherley	Adviser and Advocate	
Beverley Campbell	Adviser and Advocate	
Jacinta Marron	Adviser and Advocate	
Dorett White	Adviser and Advocate	

Key Sub-Contractors

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

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

DFE SECURITY STANDARDS

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

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

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

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

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

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

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

1.5 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas

1.6 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.

1.7 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.

1.8 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.

- 1.9 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.
- 1.10 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.11 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.12 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 1.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 1.14 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 1.15 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 1.16 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.

- 1.17 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.18 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 1.19 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 1.20 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 1.21 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 1.22 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 1.23 The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA)

Schedule 9
Commercially Sensitive Information

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

CONTRACTOR'S COMMERCIALY SENSITIVE INFORMATION	Date	DURATION OF CONFIDENTIALITY
Schedule 2 – Confidential financial details	28/04/20	Duration of contract
Schedule 10 – detailed organisational approach	28/04/20	Duration of contract

Schedule 10
The Contractor's Solution

