

1317 CONTRACT FOR FOSTERLINE

THIS CONTRACT IS DATED 1 May 2016

Parties

- 1) **The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("the Department"); and**
- 2) **FosterTalk Ltd whose registered office is at 10 The Courtyard, Buntsford Gate, Bromsgrove, Worcestershire, B60 3DJ ("the Contractor"), Dun and Bradstreet Number 210076460**

Recitals

The Contractor has agreed to deliver the Fosterline contract on the terms and conditions set out in this Contract. The Contractor shall provide advice and information about how to apply to be a foster carer, and should be marketed in such a way that a wide range of people with the potential to foster (including currently under-represented groups) are aware about how to contact Fosterline for advice about making an application; and support the retention of foster carers, and aid foster carers to provide care that meets their foster children's needs, by providing accurate, appropriate and sensitive advice and information to foster carers.

The Contractor shall use its wealth of knowledge and experience in delivering support services into the fostering sector, along with their commitment to the self - sustainability of Fosterline to enable Fosterline to grow and thrive long into the future.

The Department's reference number for this Contract is 1317

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services"
the services to be performed by the Contractor as described in Schedule 1;

"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;
"the Contract Manager"	Dilu Sultana, Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
"the Contractors Contract Manager"	Melody Douglas, Fostertalk, 10 The Courtyard, Buntsford Gate, Bromsgrove, Worcestershire, B60 3DJ
"Confidential Information"	the Department's Confidential Information and/or the Contractor's Confidential Information;
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Crown"	means Queen Elizabeth II and any successor
"Crown Body"	any department, office or agency of the Crown;
"Department's 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 Department, 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;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the

	Information Commissioner or relevant Government Department in relation to such legislation;
"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;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Property"	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.
"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;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions.
"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. 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 01 May 2016 and, subject to Clause 10.1 shall complete the Services on or before 30 April 2018.
- 2.2** The department reserves the right to extend the Contract for up to a further two years, or by monthly incrementals within that period.

This Contract shall be deemed to have been effective from 1st May 2016.

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.
- 3.4 The Contractor shall ensure that all mandatory details on Sid4Gov are updated every 6 months for the period of this contract.

4 Departments Obligations

- 4.1 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 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 its best 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 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.
- 7.5 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.
- 7.6 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.

8 Copyright

- 8.1 Title to and risk in any tangible property embodying all Deliverables and Specially Written Software shall vest in the Department upon acceptance.
- 8.2 Notwithstanding clause 13.1, the Department shall not acquire title to the Intellectual Property Rights in any deliverables or in any Specially Written Software.
- 8.3 In consideration of the payment of the relevant charges the Contractor hereby grants, or shall procure that the owner of the Intellectual Property Rights in the Deliverables and/or the Specially Written Software grants, to the Department, a non-exclusive licence to use, reproduce, modify, adapt and enhance the Deliverables and the Specially Written Software. Such licence shall be perpetual and irrevocable.

- 8.4 The Contractor shall supply the Department with a copy of the source code of any Specially Written Software.
- 8.5 The Department shall be entitled to engage a third party to use, reproduce, modify and enhance the Deliverables and the Specially Written Software on behalf of the Department provided that such third party shall have entered into a confidentiality undertaking with the Department.
- 8.6 Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in the Crown absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

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.

- 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.
- 9.6** 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 3 (three) months' 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 1986.
 - 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.

10.4.6 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 his/their 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 his/their 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.

10.6 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 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

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

12.6.6 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 his 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.
- 13.6** 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 to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.

15 Transfer of Responsibility on Expiry or Termination

15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

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.

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.

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 16.1 and 16.2 above or why those Clauses do not apply to it.

16.4 A request under Clause 16.3 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 16.3 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 16.1 and 16.2 above or why those Clauses do not apply to it;

(b) in the case of a request mentioned in Clause 16.4 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 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.

- 16.6** The Department may supply any information which it receives under Clause 16.3 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 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.

18 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.

19 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.

20 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.

21 Notices

Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the Department) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

22 Dispute resolution

22.1 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.

22.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 22 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

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

23 Discrimination

- 23.1** 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.
- 23.2** The Contractor shall take all reasonable steps to secure the observance of Clause 23.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

24 TUPE

- 24.1** The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the award of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Contractor on the commencement of the Contract.
- 24.2** At least 21 days prior to the commencement of the Contract, the Department shall procure that the contractor providing the Services immediately prior to the commencement of the Contract (the "Current Service Provider") shall fully and accurately disclose to the Contractor for the purposes of TUPE all information relating to the Current Service Provider's employees who are engaged in providing the Services, in particular, but not necessarily restricted to, the following:
- 24.2.1** the total number of staff whose employment with the Current Service Provider is likely to be terminated at the commencement of the Contract but for any operation of law; and
 - 24.2.2** for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of employed staff do not need to be given); and
 - 24.2.3** full information about the other terms and conditions on which the affected staff are employed (including but not limited to their working arrangements), or about where that information can be found; and
 - 24.2.4** details of pension entitlements, if any; and
 - 24.2.5** job titles of the members of staff affected and their qualifications required for each position".
- 24.3** During the period of six months preceding the expiry of the Contract or after the Department has given notice to terminate the Contract or the Contractor stops trading, and within 20 working days of being so requested by the Department, the Contractor shall fully and accurately disclose to the

Department for the purposes of TUPE all information relating to its employees engaged in providing Services under the Contract, in particular, but not necessarily restricted to, the following:

- 24.3.1** the total number of staff whose employment with the Contractor is liable to be terminated at the expiry of this Contract but for any operation of law; and
 - 24.3.2** for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of employed staff do not have to be given); and
 - 24.3.3** full information about the other terms and conditions on which the affected staff are employed (including but not limited to their working arrangements), or about where that information can be found; and
 - 24.3.4** details of pensions entitlements, if any; and
 - 24.3.5** job titles of the members of staff affected and the qualifications required for each position.
- 24.4** The Contractor shall permit the Department to use the information for the purposes of TUPE and of re-tendering. The Contractor will co-operate with the re-tendering of the Contract by allowing the Transferee to communicate with and meet the affected employees and/or their representatives.
- 24.5** The Contractor agrees to indemnify the Department from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 24.
- 24.6** The Contractor agrees to indemnify the Department from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Contract is terminated and/or transferred to any third party ("Relevant Transfer Date") arising out of their employment or its termination where such claim or claims arise before or after the Relevant Transfer Date.
- 24.7** In the event that the information provided by the Contractor in accordance with Clause 24.4 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify the Department of the inaccuracies and provide the amended information.

24.8 The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its termination.

25. Departmental Security Standards

"CESG"	is the UK government's National Technical Authority for Information Assurance. The website is http://www.cesg.gov.uk/Pages/homepage.aspx
"Data", "Data Controller", "Data Processor", "Personal Data", "Sensitive Personal Data", "Data Subject", "Process" and "Processing"	shall have the meanings given to those terms by the Data Protection Act 1998
"Department's Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"Departmental Security Standards"	means the Department's specification for security that the Contractor is required to deliver.
"Good Industry Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"Good Industry Standard"	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.
"IT Security Health Check"	means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.

25.1 The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.

- 25.2** Where the Contractor will process personal data on behalf of the Department or other data deemed sensitive by the Department or supply ICT products or services to, or on behalf of, the Department, the Contractor will be expected to have achieved, and be able to maintain, certification to the appropriate level, under the HMG Cyber Essentials Scheme. The certification must have a scope relevant to the services supplied to, or on behalf of, the Department. Alternatively, the Contractor must demonstrate, to the satisfaction of the Department, compliance with the requirements of the Cyber Essentials Scheme.
- 25.3** The Contractor will be expected to be able to conform to ISO/IEC 27001 (Information Security Management Systems Requirements), including the application of an appropriate selection of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 25.4** The Contractor will adopt the UK Government Security Classification Policy 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).
- 25.5** Departmental Data being handled in the course of providing this service must be segregated from other data on the Contractor's own IT equipment to protect the Departmental Data and enable it to be securely deleted when required. In the event that it is not possible to segregate the Departmental Data then the Contractor is required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 12.13.
- 25.6** The Contractor will have in place and maintain physical (e.g. door access) and logical (e.g. identification and authentication) access controls to ensure only authorised access to Departmental Data.
- 25.7** The Contractor will have in place and maintain technical safeguards to protect Departmental Data, including but not limited to: Good Industry Standard anti-virus and firewalls; up-to-date patches for operating system, network device, and application software.
- 25.8** Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme, or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 25.9** Any portable removable media (including but not constrained to pen drives, memory sticks, CDs, DVDs, PDPs, USB devices) which handle, store or process in any way Departmental Data to deliver and support the service, shall be under the configuration management of the (sub-)contractors providing the service, shall be necessary to deliver the service, and shall be

full-disk encrypted using a product which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme or uses another encryption standard that is acceptable to the Department.

- 25.10** All portable ICT devices (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way Departmental Data to deliver and support the service, shall be under the configuration management of the (sub-)contractors providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme or uses another encryption standard that is acceptable to the Department.
- 25.11** Storage of Departmental Data on any portable devices or media shall be limited to the minimum required to deliver the business requirement.
- 25.12** All paper holding Departmental Data must be securely protected whilst in the Contractor's care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation.
- 25.13** Paper documents containing Departmental Data shall be transmitted, both within and outside company premises in such a way as to make sure that no unauthorised person has access.
- 25.14** At the end of the contract or in the event of failure or obsolescence, all equipment holding Departmental Data must be securely cleansed or destroyed using a CESSG approved product or method. Where this is not possible e.g. for legal or regulatory reasons, or technical reasons such as where there is storage area network (SAN) or shared backup tapes, then the Contractor must protect the equipment until the time (which may be long after the end of the contract) when it can be securely cleansed or destroyed.
- 25.15** Access by Contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" and whose access is essential for the purpose of their duties. All employees with direct or indirect access to Departmental Data must be subject to pre-employment checks equivalent to or higher than the Baseline Personnel Security Standard (BPSS): Details of the standard are available at the HMG website <https://www.gov.uk/government/publications/security-policy-framework>.
- 25.16** All Contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 25.17** The Contractor must have robust and ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the contract is not adversely affected in the event of an incident or crisis;
- 25.18** Any non-compliance with these Departmental Security Standards for Contractors, or any suspected or actual breach of the confidentiality or

integrity of Departmental Data being handled in the course of providing this service, shall be immediately escalated to the Department by a method agreed by both parties.

- 25.19** The Contractor shall ensure that any IT systems and hosting environments that are used to hold Departmental Data being handled, stored or processed in the course of providing this service are periodically (at least annually) subject to IT Health Checks, and that the findings of those which are relevant to the service provided to the Department are shared with the Department and necessary remedial work carried out.
- 25.20** The Contractor will provide details of any proposal to store or host Departmental Data outside the UK or to perform ICT management or support from outside the UK and will not go ahead with such a proposal without prior agreement from the Department.
- 25.21** The Department reserves the right to audit the Contractor with 24 hours' notice in respect to the Contractor's compliance with the clauses contained in this Section.
- 25.22** 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.

26 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

Signature

Name in CAPITALS

BEN COADY

Position in Organisation

HEAD OF CHILDREN IN CARE

Address in full

DFE
SANCTUARY BUILDINGS
GT SMITH ST
LONDON SW1P 3BT

Date

31/5/16
7/6/16

Authorised to sign for and on
behalf of FosterTalk Ltd

Signature

Name in CAPITALS

MELODY DOUGLAS

Position in Organisation

Managing Director

Address in full

10 The Courtyard, Bromsgrove,
Worcestershire, B60 3DJ

Date: 26/05/2016

1 Background

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

2 Aim

- 2.1** The Contractor shall deliver Fosterline across England so as to achieve the following aims:
- Support the local recruitment of foster carers in order to address the national shortage of foster carers (estimated at around 7,000 in England) and contribute to the Government's objective of broadening the range of people who come forward to foster (currently under-represented groups include higher socio-economic groups, younger people and those from a black and minority ethnic backgrounds);
 - Provide advice and information about how to apply to be a foster carer and must be marketed in such a way that a wide range of people with the potential to foster (including currently under-represented groups) are aware about how to contact Fosterline for advice about making an application; and
 - Support the retention of foster carers, helping foster carers to provide care that meets their foster children's needs by providing accurate, appropriate and sensitive advice and information to foster carers.

3 Objectives

- 3.1** The Contractor shall achieve the following objectives:
- ensure Fosterline is useable by callers with a hearing impairment in a way which complies with the advice and guidelines of the RNID;

- Provide accurate information, advice and signposting on the broad range of issues of concern to foster carers and those interested in fostering, in order to support foster carers in their role, aid the retention of foster carers and support local recruitment of foster carers;
- Develop and maintain an online resource providing guidance and information on fostering matters;
- Develop and implement a communications plan setting out how Fosterline will be effectively publicised and marketed, which must include proposals about how more of the target groups (i.e. foster carers and those who may be interested in and suitable to foster, including currently under-represented groups) will be reached;
- Ensure Fosterline is sufficiently staffed with appropriately experienced, qualified and skilled people with expert knowledge on fostering services in England and with excellent communication skills;
- Evaluate user satisfaction on an on-going basis and report to the Department for Education annually;
- Provide the Department for Education with an annual report, including user satisfaction analysis, for agreement prior to publication each year.

3.2 The contractor will be expected to provide assurances of quality and long term sustainability in the following ways:

- Advice and information is provided which helps foster carers undertake their fostering role and helps those interested in fostering to decide whether and how to pursue an application.
- An efficient service, which maximises the number of calls picked up first time, minimises waiting time before calls are picked up and ensures any missed calls are routed to voicemail and followed up within a maximum of 24 hours.
- Increased awareness of the Fosterline service amongst target groups (including sectors of the community currently under-represented in the foster carer workforce).
- Continuous improvement of the service throughout the contract.
- Value for money through efficient and effective use of the budget and resources.
- A strategy for the service beyond the life of this contract.
- Use a combination of income and contract savings provided from the Fosterline Foundation and by integrating the service with the core activity of FosterTalk from May 2018.

4 **Methodology**

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

Fosterline Detailed Delivery Plan

Fosterline 1 May 2016 – 30 April 2018		
Planned Activity	Outputs /Milestones	Milestone
Pre-contract Activity	1 Feb to 1 May 2016	
Service Period Feb to April 2016		
Mobilise Project Team to oversee tender	Project Team is in place	Feb 2016
Review staffing requirements	To ensure the staffing model fits the service demand.	Feb 2016
Recruit office based Advisor	To ensure the staffing model fits the service demand.	Feb 2016
Tender date announced by DfE	Project team completes FosterTalk submission	Feb/Mar 16
Complete Tender submission	Achieve successful award of contract	March 16
Announce award of Fosterline Contract to FosterTalk via all relevant news media including social media	To raise awareness of Fosterline and celebrate success of FosterTalk in being awarded contract	April 2016
Post Contract Award	May 2016	
Service Period 1 – 31 May 2016		
FL1 Launch PR activity for "Can you Foster" Recruitment Campaign in conjunction with announcement of Fosterline contract win. Target Groups: national and local press, radio, TV, social media, email campaign, specialist press e.g. LGBT, Black Press and Disability organisations.	Official press release highlighting the need for more foster carers for specific groups of children and from "hard to reach" groups	May 16
FL1 Distribute case studies and foster carer's stories to lifestyle magazines and websites. Feature gay male couple, black foster carer.	To raise awareness of the need for more foster carers from specific groups of people.	May 16
FL1 Place news items about fostering on Fosterline website during Fostering Fortnight to support Can you Foster Campaign"	Draw attention to drive to recruit foster carers during fostering fortnight	May 16
FL1 Commence Poster Campaign "Can you change lives?" in local community facilities	distribution of posters aimed at specific groups living and working in the community	May 16
Promote Callback facility via website and social media	Raise awareness of how to contact Fosterline	May 16
Promote Live Chat via social media	Raise awareness of how to contact Fosterline	May 16
Publicise celebrity endorsements in media and on	Achieve media coverage of fostering through use of celebrities	May 16

website;				
FL8 carry out daily social media activity	Maintain social media presence of Fosterline			May 16
Add Fosterline Supporters Page to website	Recognise and promote activities undertaken by Fosterline supporters and encourage fundraising for the FL Foundation			May 16
Service Period 1 to 30 June 2016				
FL9 Promote fostering through Cultural festivals and events	Father's Day			June 16
FL1 Upload online quiz for prospective foster carers using common myths about fostering as questions	Dispel common myths about fostering and encourage getter take up			
FL1 Launch online viral activity for "Can you foster Campaign"	Encourage distribution of Fosterline foster carer recruitment posters via social media			June 16
Monthly email campaign to fostering services	Promote Fosterline as a source of support contributing to the recruitment and retention of foster carers			June 16
Add web page re the experience of children in care to website	Increase the understanding of the needs of children in care and to increase recruitment enquiries			June 16
Add web page re diversity and ethnicity to the website	Increase the available information on diversity and how to foster children from different heritages and backgrounds			June 16
Add web pages re FGM and Preventing Radicalisation of children to the website	Provide information on the expectations of foster carers on FGM and radicalisation of children			June 16
Review use of Online Forums	Evaluate the functionality and effectiveness of the forums			June 16
Service Period 1 - 31 July 2016				
FL6 Fosterline Quarterly E-Newsletter distributed to all fostering services, service users and strategic partners	Raise awareness of Fosterline news, activities, fundraising and campaigns			July 16
FL3 Promotion of fostering as a job via Universal Job match site	Raise awareness that fostering is a paid career opportunity			July 16
Monthly email campaign to fostering services	To highlight the number of prospective foster carers that have contacted the service			July 16
FL2 Launch Poster campaign aimed at existing foster carers	To promote Fosterline as a resource for problem solving			July 16
FL1 Build strategic relationships with fostering/adoption organisations and voluntary orgs working with LAC	To garner support for recruitment activity and encourage links with Fosterline			July 16
FL8 carry out daily social media activity	Maintain social media presence for Fosterline			July 16

FL9 Cultural Festivals and Events	Ramadan/ Eidh-al-Fitr	July 16
Fosterline attendance at FSP summer events	Raise awareness of Fosterline and recruit volunteers	July/Aug 16
Service Period 1 – 31 August 2016		
Review success of Can you Foster Campaign	Analyse results from campaign communications	Aug 16
Monthly email campaign to all fostering services in England	Launch Friends of Fosterline campaign and seek volunteers to spread the word	Aug 16
FL11 Launch " Friends of Fosterline" Campaign	Recruit an army of volunteers to share information via social media and in person about Fosterline and to fundraise for the Fosterline Foundation	Aug 16
FL8 Carry out daily social media activity for Fosterline	Maintain a social media presence for Fosterline	Aug 16
Place Twitter Feed on website homepage	Enable social media feeds to be seen on the homepage	Aug 16
FL3 Promotion of fostering as a job at Job Centres	To increase awareness of fostering as paid employment	Aug 16
Contact all English broadcasting channels	To ensure link to Fosterline on all tv media action lines	Aug 16
Service Period 1 – 30 September 2016		
Website video upload - 'Can you Foster' from care experienced young people	To represent care experienced people's views on fostering	Sep 16
'Can you foster' Recruitment posters distributed to FSP's electronically	To raise awareness of how Fosterline can support foster carer recruitment	Sep 16
Fosterline Posters sent electronically to all English schools	To raise awareness of Fosterline in educational settings	Sep 16
Monthly email campaign to fostering services	To raise awareness of Can you Foster? campaign	Sep 16
PDF 'Can you foster' poster loaded onto website	Downloadable, printable posters available from the website	Sep 16
Daily social media activity including twitter	To share information/themes & trends arising from calls and enquiries to Fosterline	Sep 16
FL1 distribute articles to lifestyle magazines to support Can you Foster? Campaign	To raise awareness within hard to reach groups and people who might not otherwise have considered fostering.	Sep 16
Review fundraising activity and income for Fosterline Foundation (internal)	To inform planning of ongoing fundraising activity	Sep 16
Service Period 1 – 31 October 2016		
Online Survey prospective foster carers as to their	Gather information on motivation and barriers to fostering	Oct 16

progress			
Conduct Mystery Shop	Quality assure services provided (phone, email, webform, live chat)		Oct 16
Review findings of Mystery Shop and user surveys	Quality assure service delivery		Oct 16
Monthly email campaign to fostering services	Inform service providers of the main topics from Fosterline users		Oct 16
FL6 Quarterly E-Newsletter to be distributed	To share trends from Fosterline users including recruitment		Oct 16
FL9 Promote Black History Month 1 – 31 Oct	Raise awareness of need for more black and minority foster carers		Oct 16
FL12 Social Media campaign to encourage fundraising by Friends of Fosterline with suggestions/ideas.	Raise funds for the Fosterline Foundation		Oct 16
FL8 Daily social media activity	To share current issues and fostering in the news		Oct 16
Fosterline presentation at FosterTalk Foster Carer Awards ceremony	Promote Fosterline, recruit volunteers and encourage fundraising for Fosterline Foundation		Oct 16
	November 2016		
Service Period 1 – 30 November 2016			
FL1 Review success of Can You Foster Campaign	Numbers of prospective foster carers achieved against campaign plan		Nov 16
Monthly email campaign to fostering services	Highlight success of Can You Foster Campaign		Nov 16
FL5 FosterTalk regional roadshow presentation of Fosterline	Partner FosterTalk Roadshow to promote Fosterline		Nov 16
Daily social media activity	Raise awareness of fostering/Fosterline		Nov 16
Website content and structure review	Implement suggestions from user feedbacks and surveys		Nov 16
Advisor consultation and training/briefings	Disseminate findings of user surveys and reviews - QA		Nov 16
Review Fundraising Activity and income for Fosterline Foundation (internal)	Plan strategy for increasing donations		Nov 16
Review engagement of Friends of Fosterline	Plan strategy for increasing engagement and fundraising activity		Nov 16
	December 2016		
Service Period 1 – 31 December 2016			
Monthly email campaign to fostering services	Highlight the number of website visitors		Dec 16
FL6 Disseminate Fosterline Quarterly Newsletter	Raise awareness of Fosterline with users and service providers and inform of Fosterline's activities		Dec 16
Place "Notice Board" on Fosterline website for FSP's to advertise local recruitment events.	increase awareness of local recruitment activity		Dec 16
Daily Social Media Activity	To promote Notice Board and promote recruitment activities and events		Dec 16
FL9 Cultural Festivals and events	Hannukah & Christmas		Dec 16
Review fundraising activity for 2017-18	Plan all fundraising activity for 2017		Dec 16

Review Marketing and PR Plan for Year 2 (2017-18)	Plan all activity and campaigns for next year	Dec 16
Service Period 1 – 31 January 2017	January 2017	
Monthly email campaign to fostering services	Reminder to let FL know about local recruitment events for Notice Board	Jan 17
Daily social media activity	Raise awareness of need for more foster carers	Jan 17
FL1 Email campaign to all English fostering services to ask service providers to check their own website information is up to date and ask for FL logo and link to be incorporated onto own websites	Ensure information held by Fosterline is accurate and up to date	Jan 17
FL2 Promote Fosterline as a source of problem solving to current foster carers	Distribute posters for putting up in FSP's offices and public spaces	Jan 17
Contact all English broadcasting channels	To ensure link to Fosterline on all tv media action lines	Jan 17
FL1 Promote Can you foster Campaign via social media	To encourage recruitment of foster carers	Jan 17
Service Period 1 – 28 February 2017	February 2017	
Monthly email campaign to fostering services	Reminder to let Fosterline know about recruitment events and upload to Notice Board	Feb 17
Daily social media activity	Raise awareness of fostering issues and need for more foster carers	Feb 17
FL 1 Launch Can You Change Lives campaign 2017- target hard to reach groups via publications and websites	Reach groups of people who would not traditionally consider becoming foster carers	Feb 17
FL11 Launch " Friends of Fosterline" Campaign 2017	Recruit an army of volunteers to share information via social media and in person and to fundraise for the Fosterline Foundation	Feb 17
FL 13 Send fundraising email to potential corporate donors	To support the sustainability of Fosterline	Feb 17
FL5 Attendance at FosterTalk Regional Roadshows	Promote Fosterline and seek volunteers	Feb 17
	March 2017	
Service Period 1 – 31 March 2017	March 2017	
Monthly email campaign to fostering services	Support Recruit of volunteers and fundraising	Mar 17
FL6 Disseminate Fosterline Quarterly Newsletter	Raise awareness of Fosterline with users and service providers and inform of Fosterline's activities	Mar 17
Daily social media activity	Support Recruitment of volunteers and fundraising	Mar 17
FL9 Promote LGBT Adoption and Fostering Week	Raise awareness of fostering and adoption by same sex couples	Mar 17

FL9 Promote cultural events & Festivals	Mothing Sunday	Mar 17
FL 12 Email campaign to Friends of Fosterline re fundraising	Generate support from celebrities and other friends of Fosterline to increase donations	Mar 17
FL 12 Email campaign to Volunteers to organise/co-ordinate fundraising events over the summer	Generate funds for Fosterline Foundation through sponsored events	Mar/April 17
Fosterline attendance at fundraising events	Support fundraisers and generate income for Fosterline	Mar/April 17
	April 2017	
Service Period 1 – 30 April 2017		
Monthly email campaign to fostering services	Raise awareness of current campaigns	April 17
Daily Social Media Activity	Raise awareness of issues affecting foster carers and fostering related news	April 17
FL14 Carry out annual Fosterline user satisfaction survey	Collate information for the annual report	April 17
Survey prospective foster carers as to their progress or reasons for dropping out	Gather information on motivation and barriers to fostering for annual report	April 17
FL 15 Draft Fosterline Annual report for submission to DfE	Submit draft report for approval by DfE	Apr/May 17
FL9 Promote cultural festivals and events link with Have Faith to Foster" area on website	Easter – raise awareness of different faith groups who foster	April 17
Contract Year 2 commences	May 2017	
Service Period 1 May to 31 May 2017 (Year 2)		
Monthly email campaign to fostering services	Reminder to let Fosterline know about local recruitment events	May 17
Daily social media activity	Support initiatives on foster carer recruitment during Foster Care Fortnight and publication of Fosterline Annual Report	May 17
PR activity – annual report published	Press release, articles for trade press distributed	May 17
PR activity – Foster Care Fortnight	To raise awareness of what Fosterline is doing to support the recruitment and retention of foster carers	May 17
Distribute recruitment posters to volunteers	Ensure recruitment information is widely available to general public	May 17
FL1 Can you Foster poster campaign	Volunteers to place posters in public places, libraries, sports centres, health centres, village shops, etc.	May 17
	June 2017	
Service Period 1 – 30 June 2017		
Monthly email campaign to fostering services	Disseminate Fosterline Annual report (May 2016-April 2017)	June 17
Daily social media activity	Publicise publication of annual report, direct to website for report	June 17

Quarterly E Newsletter published	Annual report published, key issues, new foster carers contacting FL	June 17
FL9 Cultural events and Festivals	Father's Day	June 17
FL9 Cultural Festivals and events – Ramadan/Eidh al Fitr	Focus on the need for more Muslim foster carers	June 17
Provide case studies for publication in lifestyle magazines and websites used by Asian families	Raise awareness of the need for more Asian foster carers	June 17
Identify Asian Celebrity to endorse Fosterline	Raise awareness of need for foster carers from Asian community	June 17
Film Celebrity for uploading to website/Youtube	Raise awareness of need for more Asian foster carers	June 17
	July 2017	
Service Period 1 – 31 July 2017		
Monthly email campaign to fostering services	Encourage fundraising events over the summer on behalf of Fosterline and asking them to let Fosterline know about them	July 17
Daily social media activity	Promote fundraising events over the summer on behalf of Fosterline	July 17
E-communication with volunteers asking for list of events taking place over Summer	Collate information re events	July 17
Collate list of fundraising events taking place over the summer	Promote regional fundraising events via social media and website	July 17
FL attendance at local fundraising events	Raise awareness of Fosterline and promote fundraising	July 17
Post videos and photos taken at FL fundraising events on website	Celebrate success and thank donors for their contribution	July/Aug 17
	Aug 2017	
Service Period 1 – 31 August 2017		
Monthly email campaign to fostering services	Share information re Fosterline and publicise events	Aug 17
Daily social media activity	Promote fundraising events	Aug 17
Complete planning for Could you foster a teenager campaign - internal	Put action plan in place	Aug 17
Distribute posters to support Could you foster a teenager campaign.	Posters to go to all fostering services and volunteers for putting up in public places	Aug 17
FL attendance at Summer fundraising events	Raise awareness of FL and promote fundraising	Aug 17
	Sep 2017	
Service Period 1 – 30 September 2017		
Monthly email campaign to fostering services	Launch of Could you foster a teenager campaign	Sep 17
Daily social media activity	Supporting could you foster ca teenager campaign	Sep 17

PR Launch Could you Foster a Teenager? Campaign Identify Celebrity to endorse Could you Foster a Teenager campaign	Press release, case study, social media support Celebrity foster carer to endorse fostering or former foster child e.g. Lydia/Debbie and/or Lorraine Pascale	Sep 17 Sep 17
Distribute case studies to lifestyle magazines and family/parenting websites	Raise awareness of need for more teenage foster placements	Sep 17
Video celebrity endorsement for website	Generate publicity via website and YouTube	Sep 17
Seek collaboration from Vol orgs supporting LAC e.g. Who Care's Trust for recruitment campaign	Increase awareness of issues involved and raise profile of fostering	Sep 17
Service Period 1 – 31 October 2017		
Monthly email campaign to fostering services	Highlighting Black History Month and FL input into recruitment of BME carers	Oct 17
Daily social media activity	To support Black History month and recruitment of foster carers	Oct 17
Quarterly Newsletter Distributed	Update on Fosterline activities over past 3 months including headlines from calls/website	Oct 17
FL9 promote Black History Month 1 – 31 Oct 2017	Raise awareness of need for more foster carers from Black and minority ethnic backgrounds	Oct 17
Identify celebrity endorsement for campaign	Upload endorsement to website/YouTube and use in social media	Oct 17
Fosterline attendance at FosterTalk awards Ceremony	Raise profile of Fosterline and encourage fundraising	Oct 17
Review Fundraising campaign - internal	Devise fundraising action plan for next 6 months	Oct 17
Service Period 1 –30 Nov 2017		
Monthly email campaign to fostering services	Sharing Information re Fosterline and progress report	Nov 17
Daily social media activity	Supporting Could You Foster a Teenager? campaign	Nov 17
Conduct Mystery Shop	Quality Assure service delivery	Nov 17
Review Could you Foster a Teenager campaign - internal	Assess media coverage achieved	Nov 17
Promote fundraising by using Easyfundraising.org when buying on line	Black Friday/ Christmas. Fundraising for Fosterline sustainability plan	Nov/Dec 17
Review Mystery Shop findings and implement recommendations	Improve service delivery	Nov 17
Preparation for sibling fostering campaign - internal	Collate case studies, celebrity messages.	Nov 17
Service Period 1 – 31st December 2017		
Monthly email campaign to fostering services	Sharing information re Fosterline Activities and campaigns	Dec 17

Daily social media activity	Could you foster a sibling group? Campaign via social media	Dec 17
FL9 Cultural Events and Festivals	Hannukah/ Christmas	Dec 17
Could you foster a sibling group Campaign?	A child is for life, not just for Christmas. Keeping siblings together.	Dec 17
Case studies and information issued to lifestyle magazines and websites re sibling fostering	Raise awareness of needs for families with larger homes to enable children to remain together in care	Dec 17
Holiday messages to foster carers and looked after children from celebrity supporters posted on website and social media channels	Recognising the commitment of foster carers and the challenges of Christmas for some children in care.	Dec 17
Volunteers to organise fundraising events for Christmas, bring and buy, bake sales, carol concerts, etc	Raise funds for Fosterline's sustainability plan	Dec 17
Social media activity to promote fundraising events/ideas	Raise funds for Fosterline sustainability plan	Dec 17
Service Period 1 – 31 January 2018		
Monthly email campaign to fostering services	Fosterline information and update	Jan 18
Daily social media activity	New Year, New Career – foster! campaign via social media	Jan 18
Quarterly Newsletter distributed to all fostering services	News and highlights from the previous quarter's delivery of Fosterline	Jan 18
New Year, New Career – Foster! Campaign	Raise awareness of fostering as paid employment	Jan 18
Distribute Fosterline Posters to Job centres	Raise awareness of fostering as paid employment	Jan 18
Press/PR activity to promote New Year, New Career – Foster! campaign with celebrity support	Raise awareness of fostering as paid employment through broadcast media	Jan 18
Case studies to highlight groups of children for whom foster carers are needed to lifestyle magazines and websites	Target groups: Black and Asian families, people with larger homes for sibling groups, teenage foster carers, people with an understanding of the needs of children with disabilities, professionals such as teachers.	Jan 18
Service Period 1 – 28 February 2018		
Monthly email campaign to fostering services	Fosterline information and update on New Year, New Career Foster! Campaign	Feb 18
Daily social media activity	Continue social media activity for New Year, New Career, Foster! campaign	Feb 18
Contact Press and broadcast media to follow up on New Year, New Career – Foster! campaign	Achieve further coverage, assess responses received by media outlets from their feedback	Feb 18
Review Fundraising Activity for 2018/19- internal	Prepare for Fosterline to become self sufficient	Feb 18
Review PR/Marketing Plan for 2018/19- internal		
Prepare strategy for Fosterline post April 2018	Action Plan identified for discussion with DfE	Feb 18

Schedule 2

Fosterline Payment Schedule 2016/2017

Task	Cost	Total	Invoice date
Direct Costs – includes: Delivery/operational/management costs for Fosterline Manager, Professional Advisor and 6 part time Fosterline Advisors Website hosting, maintenance and development costs Marketing costs- 1 employee x 35 hours per week IT & telephony costs Overheads and fixed costs includes: rent & rates, insurance, audit & legal, Meeting and training expenses includes travel and subsistence 6 staff on- site training for 5 hours x 4 sessions per year	21 days @ £672.48 4 days@ £288 £700 per month £1,900 per month £1,025 per month £825 per month £276 per month	£20,000	31/05/2016
Tasks as per delivery plan	Costs as per May	£20,000	30/06/2016
Tasks as per delivery plan	Costs as per May	£20,000	31/07/2016
Tasks as per delivery plan	Costs as per May	£20,000	31/08/2016
Tasks as per delivery plan	Costs as per May	£20,000	30/09/2016
Tasks as per delivery plan	Costs as per May	£20,000	31/10/2016
Tasks as per delivery plan	Costs as per May	£20,000	30/11/2016
Tasks as per delivery plan	Costs as per May	£20,000	31/12/2016
Tasks as per delivery plan	Costs as per May	£20,000	31/01/2016
Tasks as per delivery plan	Costs as per May	£20,000	28/02/2017
Tasks as per delivery plan	Costs as per May	£20,000	31/03/2017
Tasks as per delivery plan	Costs as per May	£20,000	30/04/2017
Year 1 Grand Total (excluding VAT)		£240,000	

Fosterline Payment Schedule 2017/2018

Task	Cost	Total	Invoice date
Direct Costs -includes: Delivery/operational/management costs for Fosterline Manager, Professional Advisor and 6 part time Fosterline Advisors Website hosting, maintenance and development costs Marketing costs- 1 employee x 35 hours per week IT & telephony costs Overheads and fixed costs includes: rent & rates, insurance, audit & legal, Meeting and training expenses includes travel and subsistence 6 staff on- site training for 5 hours x 4 sessions per year	21 days@ £631 3.5 days @ £274 £700 per month £1,449 per month £1,025 per month £825 per month £291 per month	£18,500	31/05/2017
Tasks as per delivery plan	Costs as per May	£18,500	30/06/2017
Tasks as per delivery plan	Costs as per May	£18,500	31/07/2017
Tasks as per delivery plan	Costs as per May	£18,500	31/08/2017
Tasks as per delivery plan	Costs as per May	£18,500	30/09/2017
Tasks as per delivery plan	Costs as per May	£18,500	31/10/2017
Tasks as per delivery plan	Costs as per May	£18,500	30/11/2017
Tasks as per delivery plan	Costs as per May	£18,500	31/12/2017
Tasks as per delivery plan	Costs as per May	£18,500	31/01/2018
Tasks as per delivery plan	Costs as per May	£18,500	28/02/2018
Tasks as per delivery plan	Costs as per May	£18,500	31/03/2018
Tasks as per delivery plan	Costs as per May	£18,500	30/04/2018
			In the final Invoice.
Year 2 Grand Total (excluding VAT)		£222,000	

1. VAT will be payable at the prevailing rate on all costs expended above. 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.
2. 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 6 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.
3. 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.
4. Invoices shall be prepared by the Contractor monthly on the invoice dates specified in the Table in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her 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. Invoices shall be sent, within 15 days of the end of the relevant month to the contract manager, Dilu Sultana Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT by email; and in hard copy to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool FY5 3TA, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 6 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.
- 7 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.
- 8 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.
- 9 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.
- 10 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

1. Date Management Information

1.1 The contractor will be required to provide the Department for Education with quarterly management information on service usage and advice-line performance. This is likely to include the following (though bidders are invited to suggest alternative or additional management information if they think it appropriate):

- a monthly breakdown of the numbers of telephone calls, e-mails and letters and the type of enquiry including % of missed calls (calls that do not get through first time during opening hours);
- a monthly breakdown of when calls are made (including successful, missed and out of hours calls);
- a monthly breakdown of how quickly calls are answered;
- a monthly breakdown of any complaints received, resolved and how quickly these are dealt with;
- identification of key issues arising from Fosterline users that may inform; Government policy considerations on foster care.
- use of website stats to identify the numbers of unique and returning visitors.
- a monthly breakdown of the website usage and total number of page views.
- supply quarterly financial reports of their financial position - in addition to the usual quarterly Fosterline financial report.

1.2 Payment triggers will be based on the management information provided to the Department for Education with the invoice, each month.

1.3 The contractor will be required to supply the following reports to the Department for Education:

Tasks (Outputs required)	Output	Date required
Quarterly reports	To include information on; FosterLine usage data, key issues arising from calls/implications for policy and practice, telephone system, website	31 July 2016 31 October 2016 31 January 2017 30 April 2017 31 July 2017 31 October 2017 31 January 2018 30 April 2018
Quarterly financial reports (to be reviewed in November 201The supply 6)	Actual spend against forecast, identified risk and management, plans for sustainability, recommendations	To be submitted before each quarterly meeting (dates as above)

1.4 The contractor will maintain and update their profile on Sid4Gov and this will be reviewed annually by the department.

4. Contract Management

Schedule 4

4.1 The contractor shall meet with the Departments Contract Manager on a quarterly basis to discuss the following:

- Actions from last meeting
- performance report
- key issues/risk
- Review the move to self-sustainability
 - Including a review of financials to support the move to self-sustainability
- Budgets against milestone payments

This list is not exhaustive.

4.2 The Department reserves the right to bring in other specialists to the meeting to support on-going contract management discussions.

