

CONTRACT FOR TACKLING BOGUS DEGREE PROVISION AND DEGREE FRAUD IN ENGLAND

THIS CONTRACT IS DATED 01 JUNE 2017.

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) Higher Education Career Services Unit, a company incorporated and registered in the UK with company number 03155620 whose registered office is at Prospects House, Booth Street East, Manchester, M13 9EP (“the Contractor”)

Recitals

The Contractor has agreed to on the terms and conditions set out in this Contract.

The Department’s reference number for this Contract is RD1000576.

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;
“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;

"the Contract Manager"

Hanna Iqbal
Level 2, 2 St Pauls Place,
125 Norfolk Street,
Sheffield, S1 2FJ

"Contractor Personnel"

all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor;

"the Contractors Contract Manager"

Jayne Rowley
Higher Education Careers Services
Unit/Prospects,
Prospects House,
Booth Street East,
Manchester, M13 9EP

"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;

"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;

"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.
"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;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/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;
"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

The Contractor shall commence the Services on 01 June 2017 and, subject to Clause 10.1 shall complete the Services on or before 31 May 2017.

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 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

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 one calendar month 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.

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- 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 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.

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 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.

- 13.6** 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 Contractor's 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.

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- 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 Data Protection Act

17.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 17, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing shall have the meaning prescribed under the DPA.

17.2 The Contractor shall:

17.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);

17.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;

17.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any

unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 17.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 17.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 17.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 17;
- 17.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;
- 17.2.8 Notify the Department within five Working Days if it receives:
- 17.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 17.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;
- 17.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:
- 17.2.9.1 providing the Department with full details of the complaint or request;
 - 17.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
 - 17.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
 - 17.2.9.4 providing the Department with any information requested by the Department;
- 17.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

- 17.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
- 17.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
- 17.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure
- 17.2.12.2 the Contractor shall set out in its request for change details of the following:
- (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;
- 17.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and
- 17.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:
- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
 - (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the

European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).”

- 17.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

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

Signature

H. Streetfeild

Name in CAPITALS
HANNAH STREETFEILD

Position in Organisation
Deputy Director

Address in full
Department for Education
Ground floor
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

Date

21/06/17,

Authorised to sign for and on behalf of Higher Education Career Services Unit/Prospects

Signature

PP  *CHRIS REA*

Name in CAPITALS
JAYNE ROWLEY

Position in Organisation
HE Services Director

Address in full
Higher Education Career Services
Unit / Prospects
Prospects House
Booth Street East
Manchester
M13 9EP

Date

08/06/17

Schedule 1: What is to be supplied?

Schedule 1

1 Background

1.1 The Department of Education (DfE) is responsible for promoting and protecting the reputation of the UK higher education (HE) sector. An important part of this work is concerned with dealing with issues that arise from activities carried out by bogus degree providers, also known as degree mills.

DfE is responsible for maintaining lists of recognised UK degree course providers. This comprises institutions who have their own degree awarding powers (known as Recognised Bodies) as well as institutions who deliver degree courses that are awarded by a 'Recognised Body' through validated or franchised arrangements.

Under sections 214-216 of the Education Reform Act 1988, it is an offence for a body to award a UK degree or offer a UK degree course unless that body is already recognised and officially listed. DfE has no direct enforcement role (this being the responsibility of Trading Standards Departments). DfE's role is to advise the public about legitimate degree providers and to liaise with the enforcement authorities where appropriate where bogus degree providers appear to be operating in the UK.

Degree mills have been a growing concern, not just here in the UK, but worldwide. Their expansion has been fuelled by the World Wide Web. This has enabled degree mills to take on a virtual presence and to give the appearance of an actual HE institution even though no such institution actually exists. The strong reputation of the UK HE sector means that the UK is a target for bogus operators who purport to operate a UK based "university".

Degree fraud is a closely related area. The "qualifications" offered by bogus providers tend to be used by applicants seeking to gain employment under false pretences. This has the potential to disadvantage students with genuine qualifications who are competing for labour market opportunities with candidates with false qualifications because employers have not made the necessary checks.

2 Aim

The Contractor shall use all reasonable endeavours to achieve the following aims:

A successful service should help protect the reputation and integrity of the HE sector and result in more prosecutions for the operation of a degree mill and/or instances of degree mills closing (i.e. their on-line presence is removed). We also hope to see evidence that employers are better informed about degree fraud and are taking steps to carry out proper checks on the veracity of qualifications and that they have good advice on how to do this.

The required service should therefore cover three categories – Investigation, Awareness Raising and International Awareness Raising.

Aim one – Investigation

- Proactive targeting of bogus providers and degree fraud, liaising with appropriate enforcement bodies;

Aim two – Awareness Raising

- Providing clear advice and guidance on the issue of bogus degree provision for the benefit of genuine HE institutions in the UK, for students to help inform decision making, including international students who wish to study in the UK.
- Raising awareness, particularly among employers and students/prospective students about degree fraud.
- Develop a global strategy for tackling bogus degree providers by working with international counterparts.

3 Objectives

3.1 The Contractor shall use all reasonable endeavours to achieve the following objectives:

The contractor shall appoint a person to act as manager and point of contact for this contract. This person will provide regular reporting to DfE officials which will involve occasional face-face meetings. This will involve regular updates on progress regarding the design and implementation of the relevant services and monthly reporting on the delivery of those services once implemented. Matters to be covered in the reports should include (but are not limited to) details of the impact the service has had on, for example:

- Number of bogus providers identified.
- Number of bogus providers referred to enforcement authorities.
- Number of bogus provider websites taken down.
- Numbers of students advised about potential bogus provision.
- Universities acting to protect their intellectual property from fake degree providers.
- Employers who are checking authenticity of degree certificates.

4 Methodology

The Contractor shall perform the tasks detailed in the Schedule of Work.

SCHEDULE OF WORK

To complete the objectives outlined for investigation and raising awareness in section 1.1 and 1.2 of annex a from the proposal provided by the contractor.	Ongoing activity until the end of contract.
Providing a quarterly report on service deliver to include: <ul style="list-style-type: none"> • Round up of activities and achievements. 	Quarterly

<ul style="list-style-type: none"> • Progress on deliverables and KPIs including statistics where appropriate. • Highlights for the forthcoming quarter. • Issues. 	
<p>Conference calls held to update on and discuss activities, highlights and issues.</p>	<p>Monthly</p>
<p>Regular meeting to discuss the content which is provided by Prospects in the quarterly report.</p>	<p>Quarterly</p>
<p>To achieve the main KPIs which will be the impact of the service on the following:</p> <ul style="list-style-type: none"> • Number of bogus providers identified • Number of bogus providers referred to enforcement authorities • Number of bogus websites taken down • Numbers of students advised about potential bogus provision • Universities engaging with the toolkits and acting to prevent degree fraud • Employers checking the authenticity of degree certificates. 	<p>Informally on a monthly basis through conference calls, and formally through quarterly reports and meetings.</p>
<p>Report on social media activity which has become an important indicator of engagement with the service and the issues and demonstrates awareness.</p> <p>These will represent an appropriate mechanism for reaching students, graduates, employers, universities and stakeholder groups with the key messages outlined in section 5.1 of annex a.</p> <p>The target for year 3 is to maintain the engagement of the following: 2500 Twitter followers and 2800 views per month; 800 blog views per month and 250 LinkedIn followers.</p>	<p>Informally on a monthly basis through conference calls, and formally through quarterly reports and meetings</p>

End of schedule 1

11th April 2016

Schedule 2

Service Budget

Investigation	Days	Cost
Reporting bogus universities and degree mills operating in the UK to the relevant enforcement authorities and publishing them on HEDD.	50	£6,750.00
Seeking out, investigating and reporting websites selling fake certificates to enforcement agencies.		
Liassing with National Fraud Intelligence Bureau, Action Fraud, CIFAS, and Trading Standards where appropriate and providing relevant information on degree fraud for their websites.		
Liassing formally with the HE Directorate at DfE to keep the University Look Up Service current on HEDD.		
Managing the online reporting mechanism on HEDD for reporting individual degree fraud, bogus universities and fake certificate sites.	25	£3,375.00
Manning a dedicated telephone helpline for support, advice and reporting.	25	£3,375.00
Working with international colleagues from the Groningen Declaration Network – an alliance of Government, not-for-profit and private organisations around the world involved in the verification of higher education credentials of students and graduates and exchange of student data. HEDD is already part of the network and liaises with colleagues exchanging information on bogus universities and sharing knowledge on degree fraud.	10	£5,000.00
Total	110	£18,500.00

Raising Awareness	Days	Cost
Communicating with the HE community and relevant stakeholders about the risks, instances and actions taken against fraud via newsletters, blogs, HE and national press. Seeling adoption of the degree fraud toolkit from HE providers.	10	£5,000.00
	20	£2,700.00
Presenting at relevant events and conferences, running seminars and workshops etc.	10	£1,350.00
	12	£6,000.00
Conducting research pre, during and post project to set and report on KPIs.	10	£5,000.00
Collating information, research, producing statistics and compiling and publishing reports.	20	£2,700.00
Producing case studies, website content and advice.	8	£4,000.00
Total	90	£26,750.00
Other	Days	Cost
Dedicated telephone helpline – live from 01 June 2017 – 31 May 2018.	n/a	£3,250.00
Technical maintenance and update of relevant pages/sections on HEDD – reporting mechanisms and new advice/guidance.	2	£1,500.00
Total	2	£4,750.00

Grand total - £50,000 ex VAT.

Schedule 2

- 1 VAT will be payable at the prevailing rate.
- 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 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.
- 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 quarterly in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be sent, within 30 days of the end of the relevant quarter 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 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); 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.
- 7 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.

- 8** 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.
- 9** 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.
- 10** 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.
- 11** 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

Annex a

1. The Service

HECSU/Prospects is the contractor which deliver the degree fraud service for DfE as an extension of the Prospects Higher Education Degree Datacheck Service (HEDD). HEDD was established as the UK's official online degree verification service on behalf of the higher education sector in 2009. It was funded by HEFCE under its Shared Services Programme as part of DfE's Universities Modernisation Fund. Its mission is to protect UK universities, employers and graduates from degree fraud. Colleagues from HEDD and DfE meet regularly to review its activities, particularly regarding bogus universities and degree fraud.

HEDD is part of the Higher Education Careers Services Unit (HECSU) which has been an agency of Universities UK and Guild HE since 1972, under its trading arm Graduate Prospects. HECSU provides a range of central shared services to UK universities in careers, employability, work experience and postgraduate study.

HEDD has become the body responsible for monitoring, investigating and reporting degree fraud in the UK and the team is widely regarded as expert in this field.

Key services by objective:

1.1. Investigation

Specific targets are listed under section 4.1 (Methodology for the Collection and Sharing of Performance Statistics in relation to KPIs).

- Liaising formally with the HE Directorate at DfE to keep the University Look Up Service current on HEDD.
- Investigating, collecting evidence and reporting bogus universities and degree mills operating in the UK and contravening Sections 214-216 of the Education Reform Act to the relevant enforcement body (usually the National Fraud Intelligence Bureau - NFIB) and publicising them on HEDD.
- Seeking out, investigating, collecting evidence and reporting websites selling fake certificate to Trading Standards Departments and NFIB.
- Liaising with National Fraud Intelligence Bureau, Action Fraud, Amberhill, UKNARIC, CIFAS where appropriate and providing relevant information on degree fraud for their websites and networks where appropriate.
- Developing further the network of contacts in stakeholder bodies and enforcement authorities to exchange and share information e.g. UK Register of Learning Providers, QAA. This will aid with both investigation and raising awareness.
- Disseminate the Toolkits of advice and guidance on degree fraud, including template cease and desist letters, and processes for uncovering domain owners, reporting bogus providers, spotting fake documents etc. These are freely available for any interested parties, especially HE providers and employers and have already received positive feedback.
- Specifically advise UK HEPs:

- to include degree fraud policy in student handbooks or registration information;
- to Issue information with degree certificates;
- to verify credentials for staff recruited or for students admitted;
- to report bogus providers or copycat websites

We will report on engagement levels, how many HEPs link to the toolkit from their websites, dissemination meetings with universities etc.

- Specifically advise UK employers:
 - To include degree fraud policy on application forms, recruitment websites and literature
 - To verify all certificates with the awarding institution
 - To take action against fraudulent applicants
 - To share information with law enforcement, other employers and institutions.

We will report on engagement levels, how many employers introduce policies, make verification checks, share information.

- Continuing the online reporting mechanism on HEDD for reporting individual degree fraud, bogus universities and fake certificate sites. Collate statistics on numbers reported.
- Continuing the dedicated telephone helpline for support, advice and reporting. Collate statistics on numbers reported.
- Work with international colleagues from the Groningen Declaration Network (GDN) – an alliance of Government, not-for-profit and private organisations around the world involved in the verification of higher education credentials of students and graduates and exchange of student data. HEDD is already part of the network and liaises with colleagues exchanging information on bogus universities and sharing knowledge on degree fraud. With current changes to Tier 4 and migration targets an international link would help us combat degree fraud.
- Work specifically with the GDN Task Force on Verification Policies and Best Practices, developing a global database of recognized institutions and corresponding contact information, ultimately mapping country-specific digital links for checking student records
- Liaise with FRAUDOC which is developing guidelines on diploma mills and document fraud for credential evaluators co-funded by the Erasmus+ programme of the European Union. They are producing a guide on diploma mills for the benefit of credential evaluators and a handbook on document fraud for the benefit of ENIC-NARIC.
- Seek to work with ETINED (Council of Europe platform on Ethics, Transparency and Integrity in Education_ who have a European working group on Education Fraud. They are seeking to develop actions and policy recommendations to tackle essay mills, false certificates and fraudulent institutions. Greater exchange of information on recognised qualifications is an expected outcome.

- Building closer relationships with ENIC-NARIC – a European network on academic recognition, mobility and credential assurance.

1.2. Raising Awareness

Specific targets are listed under section 4.1 (Methodology for the Collection and Sharing of Performance Statistics in relation to KPIs).

- Communicating with the HE community and relevant stakeholders about the risks, instances and actions taken against fraud via newsletters, blogs, HE and national press. Key stakeholders would include Higher Education Funding Council for England (plus the Funding Councils for the regions and devolved administrations), Universities UK, GuildHE, Association of Colleges, Academic Registrars Council, Student Records Officers Conference, Association of Managers of Student Services in Higher Education, Association of Graduate Recruiters, Confederation of British Industry, Federation of Small Businesses and British Chambers of Commerce, National Union of Students, Association of University legal Practitioners. These are all bodies with whom HECSU has current relationships.
- Presenting at relevant events and conferences, running seminars and workshops etc. A list of known events is included under section 5.2 (Dissemination Activity) and will be added to and reported on throughout the year. Target audiences would be stakeholders, employers, universities and students and graduates themselves. NB Invitations are regularly received to follow up events from previous years and speak again, as well as approaches for new talks and workshops.
- Collating information, conducting research, producing statistics and compiling and publishing reports on degree fraud and any reduction due to HEDD's proactive monitoring and management. Specific targets are listed under section 4.1 (Methodology for the Collection and Sharing of Performance Statistics in relation to KPIs). This would be for public consumption as well as forming part of the monitoring and reporting requirements for DfE as part of the service.
- Producing more case studies, website content and advice to raise awareness of the risks and consequences of degree fraud, especially for prospective students to help inform decision-making. This will include international students. A target of 12 new case studies over the year is in place.
- The advice and guidance for students and the full Toolkits for Employers and HE Providers will be disseminated as widely as possible electronically and at events like careers fairs, employer events, conferences. A target of 10% increase in the use of HEDD has been set to evidence adoption of verification policies.
- Social media is an excellent mechanism here for reaching students, graduates, employers, universities and stakeholder groups with the key messages outlined in section 5.1 (Key Messages). From a standing start social media engagement over the first two years resulted in regular engagement from 2500 Twitter followers and 2800 views per month; 800 blog views per month and 250 LinkedIn followers. The target is to maintain that engagement in year 3.

2. Monitoring and Reporting

Documentation	Date
Year 3 Service Proposal	17.5.17
Quarter 1 Review Report	31.8.17
Quarter 2 Review Report	30.11.17
Quarter 3 Review Report	28.2.18
End of Year 3 Service Report	31.5.18

The quarterly report on service delivery will include:

- Round up of activities and achievements.
- Progress on deliverables and KPIs including statistics where appropriate.
- Highlights for the forthcoming quarter.
- Issues.

Conference calls will be scheduled each month and a quarterly review meeting will be held following the submission of the quarterly review report.

3. Key Performance Indicators and Evaluation

HEDD has been the contractor for the DfE degree fraud service for the past two years. The main KPIs will be the impact of the service on the following:

- Number of bogus providers identified
- Number of bogus providers referred to enforcement authorities
- Number of bogus websites taken down
- Numbers of students advised about potential bogus provision
- Universities engaging with the toolkits and acting to prevent degree fraud
- Employers checking the authenticity of degree certificates

We will report on social media activity which has become an important indicator of engagement with the service and the issues and demonstrates awareness.

They will represent an appropriate mechanism to measure whether the deliverables of the project have been successfully completed:

4 Methodology for the collection and sharing of performance statistics in relation to Key Performance Indicators (KPIs)

Performance Statistics	Comment	Success criteria/targets
Number of bogus providers identified.	The numbers of bogus providers reported and identified slowed down in year 2, but HEDD is established as the correct agency to report to and we are confident that this will continue	All bogus providers reported will be investigated and confirmed additions to the database will be reported to DfE as part of normal reporting. All reported providers will be documented. Written procedure for handling private/alternate providers to be developed and published.
Number of bogus providers referred to enforcement authorities	Trading Standards have not taken action against any providers reported by the service in the first two years.	100% of UK-based live bogus providers reported to HEDD to be referred to NFIB and/or Trading

	<p>However, NFIB have proved cooperative and effective at shutting down websites.</p> <p>A Guide to International Reporting which was proposed in year 2 has been superseded by other initiatives like ETINED and FRAUDOC with which we are collaborating.</p>	<p>Standards. 100% of overseas bogus providers to be referred for action locally where local enforcement agencies are in place. We will focus on building more overseas connections and building the international network for reporting bogus providers and preventing degree fraud.</p>
Number of fake certificate sites investigated and reported	<p>These are numerous and almost entirely overseas-based. We had limited success shutting them down in China. This activity is important but educating universities and employers to check certificates makes buying fake certificates less attractive.</p>	<p>100% of UK-based live fake certificate sites reported to HEDD to be referred to NFIB and/or Trading Standards. 100% of overseas fake certificate sites to be referred for action locally where local enforcement agencies are in place.</p> <p>We will continue to liaise with Amazon and eBay over sellers breaching their terms and conditions.</p>
Number of bogus provider websites taken down	<p>26 websites were shut down in year 2. The process of investigating and shut down goes smoothly when the website is UK based and we have good contacts and trusted relationships with service providers, NFIB and Jisc.</p> <p>There were fewer identified in year 2 than year 1, but a greater success rate in shutting them down. With a quick turnaround it could be that bogus operators are aware of the monitoring and shut down operation and are not setting up bogus UK institutions.</p>	<p>As this is reliant on third parties to be achieved there is no absolute target, but HECSU/Prospects will monitor all reported websites for action and collate data for DfE. NB The NFIB has the power to suspend websites pending investigation and this service will be used to get immediate action. Evidence will be stored in a database at HEDD and reported to DfE.</p>
Numbers of students advised about degree fraud.	<p>We completed the student and graduate survey in February 2017 with excellent results. The target was for 40% of students to be aware of and understand that degree fraud is illegal. The previous figure had been 25%. There was also lower awareness among students than graduates. Our latest research shows that 60% of students and graduates have an understanding of degree fraud, specifically stating lying, pretending or claiming to have a degree or faking a degree including falsifying documents. Awareness is now equal across both groups, so the student campaigns have been particularly successful.</p>	<p>As universities adopt the recommendations in the Toolkit, which include advising students and graduates, this will drive the figures upwards. Evidence will be collated and reported to DfE.</p> <p>Awareness raising activity will also drive the figures up.</p> <p>We will repeat the research in 2018 to ensure this level of awareness continues.</p>
Universities acting to protect their institution from degree fraud or	<p>The toolkits were distributed electronically directly to all vice chancellors, postgraduate</p>	<p>Specifically advise UK HEPs: to include degree fraud policy in student handbooks or registration</p>

<p>taking action.</p>	<p>admissions teams, marketing teams, registries and careers services. Features and links to the toolkit were included in university professional body websites and newsletters of the legal practitioner groups, Finance groups, and will be featured in the University HR professionals newsletter later in the Spring. We held full seminars at Surrey, De Montfort and Leeds. We have visited over 60 universities. The Prospects sales team include the toolkits as part of each university visit – advising marketing and admissions teams about the service and how we can help. We also provided information and guidance to more UK universities by email and phone and are clearly viewed as the focal point for advising universities. The feedback has been universally positive. Only four universities stalked in terms of formal verification policies, but everyone we have dealt with has adopted one or more elements of the best practice we have put together.</p>	<p>information; To Issue information with degree certificates; To verify credentials for staff recruited or for students admitted; To report bogus providers or copycat websites</p> <p>We will report on engagement levels, how many HEPs link to the toolkit from their websites, dissemination meetings with universities etc.</p>
<p>Employers checking the authenticity of degree certificates</p>	<p>We measure engagement of employers and success of the campaigns by the increase in employers making verification checks. There has been a 10% increase in the use of HEDD to make checks in the last 12 months. This is under the target of 15% but is still a good improvement and demonstrates continued growth.</p> <p>Risk Advisory are analysing employer behaviour as part of their annual report into fraud which was due in March but is not yet published. Indicators are that 80% of employers request certificates. This is an improvement on last year, although still below target of 90%</p>	<p>We propose a target increase in use of HEDD of 10% by May 2018, continuing its growth curve.</p> <p>This will be reported at the end of the project.</p>
<p>Awareness of degree fraud and dissemination of information – naming and shaming bogus providers and perpetrators of degree fraud.</p>	<p>Social media is a key mechanism here for reaching students, graduates, employers, universities and stakeholder groups. From a standing start social media engagement over the first two years resulted in 2500 Twitter followers and 2800 views per month; 800 blog</p>	<p>We will seek to maintain and grow these numbers and this will be reported to DfE as part of normal reporting.</p>

	views per month and 250 LinkedIn followers.	
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5. Communication and Dissemination Plan

This been segmented into three strands: key messages, target audience groups and the plan of activity. This will be populated throughout the project.

5.1 Key Messages

Topic	Message	Audience
Toolkits	Promoting the availability/benefits of the toolkits. Raise awareness of degree fraud, bogus providers and what action can be taken to prevent and detect fraud.	Universities and employers
Research Results	Benchmarks and trends—highlighting action against university and graduate fraud. Improvements in detection and awareness levels	Universities, Graduate recruiters, students, stakeholders
Success Stories	Key metrics: number of bogus providers identified, number of prosecutions and fraudulent websites shut-down	Universities, Graduate recruiters, students, stakeholders
International collaboration and awareness	Cross-border collaboration with international agencies for investigation and shut down of overseas-based bogus providers. Promotion of best practice and verifications policies. Awareness of genuine UK providers and how to check.	International agencies and networks e.g. British Councils, NARIC, university organisations, Ministries of Education. HEDD equivalents.

5.2 Dissemination Activity and Target Audience

Universities

Timing	Dissemination Activity	Audience	Purpose
April 2018	Student Records Officers Conference (SROC).	Universities – student services	Generate awareness, invite engagement into the service
Monthly	HEDD Jisc Mail Group Newsletter	Universities – various groups	To engage key staff within universities and provide updates on the project
September 2017	Universities UK conference	Universities – Vice Chancellors	Top level promotion of introducing formal policies to key influencers
September 2017	AGCAS conference	Universities – careers advisers	Raise awareness among those who advise students and work with employers
November 2017	ARC conference exhibition	Universities - registrars	Promote the objectives of the service and success stories
July 2017	AMOSSHE Conference	Universities – student services	Toolkit dissemination
November	UHR conference	Universities - HR	Awareness, change behaviour and

2017		departments	how they can take action against application fraud
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Employers

Timing	Dissemination Activity	Audience	Purpose
June 2017	AGR event/conference workshop	Graduate recruiters	Fraud awareness and promotion of the service
	Disseminating news stories and PR to CIPD platforms e.g. Personnel Today, Onrec.	HR officers and Press within companies	Fraud awareness and promotion of the service
Quarterly	Prospects breakfast briefings	Graduate recruiters	Fraud awareness and promotion of the service
Ongoing	LinkedIn network e.g AGR discussion group, recruitment agencies group	All employers	Awareness, updates on the service
Ongoing	British Chambers of Commerce. Regional Chambers of commerce events	SME employers	Awareness and behaviour change

Students

Timing	Dissemination Activity	Audience	Purpose
May-Oct	Careers Fairs	Students	Awareness. Consequences of cv fraud.
Ongoing	My Prospects	Students and graduates	Promote the reporting service, case studies, awareness raising, prevention
Ongoing	NUS newsletters	Students	Awareness – prevention

All core audience groups, professional bodies and International equivalents

Timing	Dissemination Activity	Audience	Purpose
Ongoing throughout the project	Social Media including HEDDblog, LinkedIn, Twitter.	All	Updates, tips – informal and success stories
June, July, November	UK NARIC network events	Stakeholders and universities	Exchanging information and sharing knowledge – toolkit
September 2017	EAIE conference - Seville	International stakeholders and universities	Promote verification policies and best practice
October 2017	PESC conference - Toronto	International stakeholders and universities	Promote verification policies and best practice
April 2018	Groningen Declaration Network Conference	International HEDD equivalents	Foster cross-border collaboration for non-UK-based bogus providers. Exchanging information and sharing knowledge
Ongoing	Continue to develop the PR contact mailing list - a Degree Fraud Network	Stakeholders, prof bodies, enforcement authorities, press offices and networks	
TBC	ETINED and FRAUDOC	International	Foster cross-border collaboration for

		stakeholders and universities	non-UK-based bogus providers. Exchanging information and sharing knowledge. Promote verification policies and best practice
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6. Service Management and Resourcing

Jayne Rowley - Deputy Chief Executive will oversee the service and be the principal lead on its international aspects.

Chris Rea – HE Services Manager will manage the contract operationally and be the focus for the raising awareness and campaigning aspects including workshops, conferences and seminars.

Edward Prichard - HE Services Executive will manage the investigation and shut down of providers, man the phone line and online enquiry services and cover social media.

Case study preparation, research, IT support, published content, marketing, PR etc. will be undertaken by our in-house specialist teams as per the previous contracts.

11th April 2016