

CONTRACT FOR NATIONAL CENTRE FOR FAMILY HUBS AND INTEGRATED FAMILY SERVICES

THIS CONTRACT IS DATED19/05/2021

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) Anna Freud National Centre for Children and Families(Company No. 3819888) whose registered office is at Kantor Centre of Excellence, 4-8 Rodney Street, London, N1 9JH ("the Contractor")

Recitals

The Contractor has agreed to establish a National Centre for Family Hubs and Integrated Family Services, to champion family hubs and spread best practice/evidence on integrated family service models on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is con_7857.

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”

<REDACTED>

“Contract Period”

The start and end date of the contract as set out in Clause 2 subject to any extensions.

"Contractor Personnel"

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

“the Contractors Contract Manager

<REDACTED>

“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;

“Contracts Finder”

the Government’s publishing portal for public sector procurement

opportunities.

"Control"

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

“Controller”, “Processor,” “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer”	take the meaning given in the GDPR
“Crown”	means Queen Elizabeth II and any successor
"Crown Body"	any department, office or agency of the Crown;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
“DPA 2018”	Data Protection Act 2018
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Legislation”	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"Department's 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;

"Department's Intellectual Property Rights"	means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Consultancy Services
"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;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means any copyright, rights in designs, database rights, domain names, trade marks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or

	code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Processor Personnel"	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.
"Property"	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract. .
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"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;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract
"VCSE"	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

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

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

2 Commencement and Continuation

2.1 The Contractor shall commence the Services on 23 March 2021 and, subject to Clause 10.1 shall complete the Services on or before 31 March 2023.

2.2 This Contract shall be deemed to have been effective from 23 March 2021.

2.3 The Department reserves the right to extend this contract up to a maximum of 24 months, subject to satisfactory performance and Department priorities.

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 and the special conditions set out in Schedule 3. Where there is any conflict between the terms of this Contract and the special conditions set out in Schedule 3, the special conditions shall prevail.

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

8 Intellectual Property Rights

- 8.1 It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights shall vest in the Crown absolutely.
- 8.2 Any Intellectual Property Rights of the Contractor which are in existence at the date of this Contract and which are comprised in or necessary for or arising from the performance of the Consultancy Services owned by the Contractor ("**Background Intellectual Property**") shall remain in the ownership of the Contractor but in consideration of the fees payable pursuant to this Contract, the Contractor hereby grants to the Department in respect of such Background Intellectual Property an irrevocable, non-exclusive, royalty-free, perpetual licence with rights to grant sub-licences.
- 8.3 The Contractor agrees that at the request and cost of the Department it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.
- 8.4 The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 8.5 The Contractor warrants:
- 8.5.1 that the Department's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;
 - 8.5.2 that the Department's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;
 - 8.5.3 That the use of or exercise by the Department of the Department's Intellectual Property Rights and the Background Intellectual Property will not infringe the rights of any third party;
 - 8.5.4 that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.
- 8.6 The right to sub-license the Background Intellectual Property pursuant to clause 8.2 above, in the case of any relevant source codes or software keys, may only be exercised for the following permitted uses and only to the extent necessary upon the entering into of a confidentiality undertaking between the Department and the relevant third parties:
- 8.6.1 to enable the parties to provide services of the same kind as the Services provided under this Agreement as a consequence of the termination or expiry of this Agreement.

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 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 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 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. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate Income Tax and pay it to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.2** Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration. . Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate primary (employee) National Insurance contributions (NICs) and pay them to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.3** The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 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

17.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the

Processor unless otherwise specified in Schedule 3a. The only processing that the Processor is authorised to do is listed in Schedule 3a by the Controller and may not be determined by the Processor

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

17.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

17.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 3a , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

17.5 Subject to clause 17.6, the Processor shall notify the Controller immediately if it:

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

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

17.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 17.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

17.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

17.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

17.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

17.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 17 such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

18 Amendment and variation

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

19 Assignment and Sub-contracting

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

20 The Contract (Rights of Third Parties) Act 1999

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

21 Waiver

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

22 Notices

- 22.1** Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, or e-

mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

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

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

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

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

23 Dispute resolution

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

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

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

24 Discrimination

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

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

25 Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

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

Signature

<REDACTED>

Authorised to sign for and
on behalf of Anna Freud
National Centre for Children
& Families

Signature

<REDACTED>

The Services

1. [NOT USED]

2. THE PROVISION OF GOODS AND SERVICES

- 2.1 Service requirements and Key Performance Indicators (KPIs) that apply to the provision of the Goods and Services are set out in this Specification and in Schedule 4 (KPIs, Service Levels and Service Credits).
- 2.2 The Supplier shall be responsible for delivering the following strategic aims and objectives:
- a) Championing the adoption of family hubs and provide information and advice to stakeholders and local areas/organisations.
 - b) Increasing the number of local authorities (LAs) who have adopted a family hub model and have opened one or more family hubs.
 - c) Growing the 'pipeline' of LAs who are working towards introducing a family hub model, including by, for example, having:
 - Carried out a feasibility assessment or user engagement study;
 - Produced a business case for Cabinet/Lead Member discussion;
 - Started a consultation process.
 - d) Developing and disseminating evidence and good practice on family hubs and other models of integrated services for disadvantaged and vulnerable families, to support the effective transformation of local family services.
- 2.3 In pursuing the above aims the Supplier will be expected to work with evaluation suppliers contracted for the Evaluation Innovation Fund workstream and the [Early Intervention Foundation](#)¹. The Supplier will also be expected to incorporate evidence and learning from other relevant government programmes e.g. [Troubled Families Programme](#), [Reducing Parental Conflict programme](#), and the [Early Years Health Development Review](#), which is currently underway.

¹ As a member of the government's [What Works Network](#), The Early Intervention Foundation (EIF) has a pivotal role as the go-to source for evidence and advice on effective early intervention for children and young people at risk of experiencing poor outcomes..

3. MANDATORY REQUIREMENTS

- 3.1 As part of this specification, there are a number of mandatory requirements that the supplier must meet, listed in the table below.

1	The Supplier can start to deliver the specified delivery timescales (start acting as a central contact point by 1 May 2021)
2	The Supplier agrees that the Department will own the Intellectual Property Rights (IPR) to all resources developed (excluding user interfaces) for the delivery of this contract. The Supplier agrees to the timely transfer of all property upon exit from this contract.
3	The Supplier commits to complying with UK General Data Protection Regulation (GDPR)
4	The supplier commits to providing services which, where applicable, comply with specified Government Digital Standards and the Cyber Essentials Plus scheme
5	The Supplier is able to provide the minimum range of services , as detailed in Section 6 of this Schedule 1 .

4. OUTLINE PROGRAMME REQUIREMENTS

- 4.1 The Supplier will offer support to LAs and other interested parties on developing family hub service models, translating the evidence-base into practice and service improvement.
- 4.2 In delivering the above, the Supplier shall do the following (each as further described in this Specification):

Table: List of deliverables

A	Act as a central contact point and source of information, advice and expertise on family hubs and integrated family services.
B	Hold national and targeted events designed to promote family hubs and disseminate evidence, working with and co-ordinating other interested parties.
C	Promote the use of evidence in the adoption and implementation of family hubs and integrated family services models
D	Provide chargeable support to local areas/organisations on family hubs and integrated family services

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5. PROGRAMME TIMESCALES

5.1 The programme will run over two financial years from 23 March 2021 to 31 March 2023.

5.2 The table below shows the indicative project timings, which may be subject to change.

Table 2: Indicative programme timeline

Output	Date
Contract commencement date	23 March 2021
Set-up period	25 Mar to 30 Apr 2021
Delivery of programme commences	1 May 2021
Initial Contract end date	31 March 2023
Possible contract extension 1	31 March 2024
Possible contract extension 2	31 March 2025

6. DETAILED PROGRAMME REQUIREMENTS

6.1 The Supplier is required to deliver a high-quality programme by offering the service requirements for each function listed below:

A: Act as a central contact point and source of information, advice and expertise on family hubs and integrated family services

6.2 In delivering this element we expect the Supplier to:

- be open to enquiries from LAs, MPs, local councillors, academies/schools, third sector bodies, and other organisations, as a minimum we would expect the Supplier:
 - to be open to email and telephone enquiries; and
 - to respond to an initial query or request for information within 5 working days.

- provide high-quality up to date materials, evidence and a resource pack with “how to” guidance for anyone looking to develop family hubs in their area.
- 6.3 We expect the Supplier to commence operations as a central contact point by 1 May 2021 and develop a resource pack/“how to” guidance for anyone looking to develop family hub services in their area, as soon as possible after the contract commences, then quickly scale up to full capacity by 1 July 2021.
- 6.4 Suppliers are responsible for planning and developing the initial resource pack. We expect as a minimum the Supplier would use and adapt existing materials, e.g. those already developed by:
 - the [Early Intervention Foundation on integrated early childhood service delivery models](#)
 - the [Reducing Parental Conflict programme](#)
 - the [Troubled Families Programme](#); and
 - and, where applicable, signposting to materials developed by family hub advocates.
- 6.5 The Supplier will be expected to work with the Early Intervention Foundation and the evaluation suppliers contracted by the department to further develop and integrate these with the products developed by the Evaluation Innovation Fund (workstream B)

B: Hold national and targeted events designed to promote family hubs and disseminate evidence, working with and co-ordinating other interested parties

- 6.6 Suppliers will be required to deliver several events. We would expect events to be underpinned by an action and peer learning programme of support, e.g. communities of practice for reform and transformation work that will give LAs, local commissioners, academies and schools opportunities to come together, share experience and explore ideas for introducing family hub or other models of integrated service delivery.
- 6.7 We expect a minimum of 2 national events virtually each year with a minimum of 100 attendees each from across the sector. Additionally we expect action and peer learning programme events to be available to smaller groups, e.g. up to 20 organisations/participants. These action/peer learning events must be structured in such a way that they can be scaled up or down according to demand.
- 6.8 In addition to action and peer learning events, we will expect the Suppliers to generate guidance and case study material. Suppliers should explain what existing evidence sources they would use to generate guidance and case study material in addition to championing any emerging case study material generated through the Evaluation Innovation Fund.
- 6.9 The Supplier will be required to collaborate with the Early Intervention Foundation to develop a structured process/tools that will enable LAs to assess the feasibility of introducing a family hub model and support that would enable LAs to make such a feasibility assessment.

- 6.10 We would expect the Supplier to engage with LA through other DfE programmes, such as Partners in Practice and champion the emerging outputs from the Evaluation Innovation Fund (workstream B)

C: Promote the use of evidence in the adoption and implementation of family hubs and integrated family services models

- 6.11 The Supplier must ensure that any action/peer learning programme they deliver or any case study material or guidance they generate will focus on promoting effective use of evidence/evidence-based practice. We would expect as a minimum that the Supplier would interact and collaborate with the Early Intervention Foundation and the Evaluation and Innovation Fund suppliers. For example, we would expect any action or peer learning programme to:
- focus on the areas for improvement identified by the Early Intervention Foundation review [Planning early childhood services in 2020: Learning from practice and research on children's centres and family hubs](#); and
 - make use of evidence as it emerges from the Evaluation Innovation Fund and other sources. This will include published evaluation protocols for each evaluation funded via the innovation fund, toolkits and guidance on standards and best practice for evaluation produced by contracted evaluation suppliers, plus interim and final evaluation reports from each of the evaluations.
 - Engage the peer learning programme with the set of evaluations contracted via the Innovation Fund, helping to disseminate learning, knowledge and best practice on evaluation to other hubs.

D: Provide chargeable support to local areas/organisations on family hubs and integrated family services

- 6.12 The Supplier should explain how they would deliver support/expertise on a chargeable basis outside of the contract with the department. The purpose of this would be to provide a route for local areas to access further in-depth support than would otherwise fall in scope of this contract and which would support the transformation of local family services. This would not be part of the contract and any additional paid-for support that the Supplier provided outside the contract would be at their discretion.

7. Service management, quality assurance and governance

- 7.1 The Supplier must have a clear and appropriate governance structure for the Scheme, which must be supported by clear risk management and contingency plans.
- 7.2 The Supplier must attend monthly keep in touch meetings and quarterly progress meetings. The Supplier must submit quarterly progress reports which assess performance against key performance indicators in April, July, October and January. The Supplier must undertake ongoing evaluation of

the effectiveness of their work and report key findings in their quarterly progress reports.

- 7.3 The Supplier will share any material produced with the relevant team in the Department in good time prior to publication with notice of publications to be given at monthly keep in touch meetings.
- 7.4 The Supplier will attend the national peer learning programme for the set of evaluations funded via the innovation fund. This programme aims to share knowledge, learning, and discuss opportunities for joint approaches to dissemination and replication of measurement tools. We expect this to meet for half a day, three times per year (so up to six times during the contract period).

8. KEY PERFORMANCE INDICATORS, SERVICE LEVELS AND SERVICE CREDITS

The Supplier will, as part of the contract/performance management process, be required to report regularly in progress towards meeting the key performance indicators (KPIs) in the following table:

KPI	Measurement Period	Performance Measure	Service Period	Monitoring method	Performance Objective/ Service Credit applied
National Centre to seek customer feedback on quality of guidance/best practice/case study/evidence dissemination products, including from What Works Centre/other academic/research orgs.	Quarterly	Positive feedback on guidance from at least 70% of respondents	Contract commencement date to 31 March 2023	Quarterly MI	1% reduction for every 1% below the performance measure, up to a maximum of 10%
National Centre will respond in a timely manner to any initial query or request for information, advice and support	Quarterly	Reply to all initial queries or request within 5 working days	Contract commencement date to 31 March 2023	Quarterly MI	1% reduction for every 1% below the performance measure, up to a maximum of 10%
National Centre to seek regular customer feedback on all elements of support (including events).	Quarterly	Support rated positive or better by 70% of respondents	Contract commencement date to 31 March 2023	Quarterly MI	1% reduction for every 1% below the performance measure, up to a maximum of 10%
National Centre to ensure that events present good value for money and are accessible	Quarterly	Minimum turn out of around 70% of the cohort of delegates (to be agreed with DfE on an event by event basis)	Contract commencement date to 31 March 2023	Quarterly MI	
Number of LAs and other key audiences that engage with National Centre advice, guidance and support	Quarterly	1. Number of LAs that take part in action and peer learning programmes (to be agreed with DfE) 2. Number of LAs who adopt best practice approaches to evaluation and assessment of the impact and value for money of their hubs (to be agreed with DfE).	Contract commencement date to 31 March 2023	Quarterly MI	
Number of LAs that have had significant engagement and support from National Centre that proceed to develop family hub models	Quarterly	i. Number of LAs actively considering/ exploring the feasibility of family hub models who were not previously doing so. ii. Number of LAs that have a) Opened family hubs, or b) Published plans to open family hubs*	Contract commencement date to 31 March 2023	Quarterly MI	

* We would like bidders to estimate how many LAs they consider likely to have a) opened hubs or b) published plans to open hubs during the life of the contract. By published plans we mean that the local council has publicly announced that they will be opening at least one family hub at a specified date in the future, e.g. September 2023 or April 2024 etc. Any estimates bidders provide regarding the number of LAs that are likely to open hubs/publish plans to open hubs during the life of the contract following engagement with the National Centre are for information only, and will not be scored as part of the bid assessment process. The department reserves the right to discuss the numbers of LAs likely to open hubs/publish plans to open hubs following engagement with the National Centre with the successful bidder at the contract finalization stage.

9. MANAGEMENT INFORMATION

9.1 In addition to providing data on performance against the KPIs, the Supplier shall provide DfE with a quarterly update on information, advice and guidance. It will include:

- evaluation of the effectiveness of existing advice and guidance for organisations looking to develop family hubs or other integrated family services;
- a summary of sector insights of what further support is needed by key audiences such as local authorities, local commissioners, academies/schools, third sector bodies etc;
- an update on events and new materials in development;
- details of stakeholders that the Supplier has engaged on developing materials and events;
- a forward look plan for events and guidance.

10. SECURITY OF DATA

The supplier will need to comply fully with the DfE's Data Security Standards and the governments Cyber Essentials plus Scheme in accordance with both Document 1 – Instructions to Tenderers and Document 6 – Draft Terms and Conditions.

11. CONTRACT MANAGEMENT

- 11.1 The Supplier shall provide to DFE a contract management plan within 1 month of the Effective Date for its approval which the Supplier shall then comply with. If DFE does not approve the contract management plan it shall provide the reasons why and, upon receipt, the Supplier shall update the plan to address DFE's reasons and re-submit an updated draft to DFE for its approval
- 11.2 The Supplier 's day-to-day contact with DFE will be with the Early Years Quality and Outcomes Team. Ultimate responsibility for the Scheme will sit with the Senior Responsible Officer of the same team.
- 11.3 The Supplier shall attend, as a minimum, monthly Keep in Touch meetings and quarterly progress meetings with DFE to discuss progress and any issues. Meetings may be held virtually using Skype or in DfE's offices (as agreed between the Parties at the time).

12. SOCIAL VALUES IN GOVERNMENT CONTRACTS

- 12.1 The Civil Society Strategy sets out a commitment for central government to use its buying power to drive social change. The Supplier will throughout the term of this Agreement work to reduce its environmental impact and become more sustainable across the entirety of the Scheme.

13. CONTRACTOR'S SOLUTION

<REDACTED>

Schedule 2

- 1 Cost Matrix
<REDACTED>
- 2 Funds allocated to a particular expenditure heading in the annex at paragraph 1 ("the Annex") are available for that expenditure heading only. Variable costs allocated to a particular accounting period are an estimation and shall be revised in line with actual expenditure. The allocation of fixed costs in the Annex 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 annex at paragraph 1. 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 monthly in arrears and shall be detailed against the expenditure headings set out in the Annex at paragraph 1. 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 Monthly invoices are subject to Service Credits to be applied in line with the achievement of Key Performance Indicators outlined in Schedule 1.
- 7 The Department shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 8 Invoices shall be sent, within 5 working days of the end of the relevant month electronically by email to accountspayable.OCR@education.gov.uk, quoting the Contract reference number. To request a statement, please email accountspayable.BC@education.gov.uk, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A

correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); 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.

- 9** 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.
- 10** 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.
- 11** 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.
- 12** 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.
- 13** It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule 2

Schedule 3

Processing, Personal Data and Data Subjects

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

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

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 17.1.
Subject matter of the processing	To effectively deliver the contract it is necessary for the contractor to collect personal data from individuals seeking advice and guidance or participating in learning events on family hubs. Management Information activity will likely include collection of personal data.
Duration of the processing	The processing will last from the commencement of the contract at least until the end of the initial term (31 March 2023) and potentially up until 31 March 2025, should the Department take up the option of extending the initial contract by up to 24 months.
Nature and purposes of the processing	<p>The nature of the processing includes collecting, recording, organising, structuring, storing, adaptation, retrieval, use and destruction of contact data necessary to:</p> <ul style="list-style-type: none">• To manage the enquiries from Local Authorities (LAs), schools, voluntary organisations (VCSEs) and community leaders.• To provide expert consultations.• To manage the creation and dissemination of information, advice and expertise using case studies and general guidance for the online Family Hub Implementation Manual and via mailing lists.• To manage the creation and maintenance of an Expert Steering Group.• To manage the creation of events, including registration of attended and managing a list of attendees to promote Family Hubs and disseminate evidence. These include national information conferences, target regional events, webinar series and action learning sets.• To help with the management of evaluations (by an evaluation provider)
Type of Personal Data	Name, organisational email address, organisational telephone number, organisation name, and relevant special category data (likely to be ethnic origin, religious belief, health data, sexual life)

			Data	Method of collection	How often	Lawful basis for processing	Retention
	1a	Enquiries from Local Authorities (LAs), schools, voluntary organisations (VCSEs) and community leaders.	Name, organisational email address, organisational telephone number, organisation, job role, location	Enquiries captured by online contact form embedded in webpage. Enquires will also be received via (central mailbox) email and telephone.	For the duration of the project. Unknown how many.	Public interest	For the duration of the project, deleted afterwards.
	1b	Expert Consultation	Name, organisational email address, organisational telephone number, organisation and relevant special category data (likely to be ethnic origin, religious belief, health data, sexual life)	An online form embedded in the webpage will be used. Data will also be received via (central mailbox) email and telephone call. Consultation meetings will take place online and later possibly face-to-face in AFC or LA premises.	For the duration of the project. Unknown how many.	Public interest	For the duration of the project, deleted afterwards.
	2a	Case studies and general guidance for the Family Hub Implementation Manual.	Name, organisational email address, organisational telephone number, organisation, job role, location and relevant special category data (likely to be ethnic origin, religious belief, health data, sexual life)	An electronic Expression of Interest form will be shared asking for email address and name to enable us to contact them to arrange co-production of resources. An electronic consent form will be sent to those who express interest. Microsoft Teams meetings will be held with participants, but these will be closed meetings with meeting invitations sent out by secure links. The consent form used will feature a tickbox asking them to give their explicit consent to co-develop events.	For the duration of the project. Unknown how many.	Consent	EoI will be deleted at the end of the project. If content is fully anonymised, content and consent form will be kept whilst the content is in use (indefinitely). If content is not full anonymised, it will be held for a maximum of 3 years before re-consent is requested. For co-production of events, it will be kept for the duration of the project and deleted afterwards.
	2b	Expert Steering Group	Name, organisational email address, organisational telephone number, organisation, job role, location	Organisations will be emailed asking to join the steering group. Closed meetings will take place quarterly on Microsoft Teams with invitations emailed.	For the duration of the project. Unknown how many.	Public interest	For the duration of the project, deleted afterwards.
	2c	Mailing List	Name, organisational email address, organisation, job role, location	Those who contact us using the enquiry, consultation or for events, will have opt in/out to be added to a mailing list for the dissemination of information including best practice.	For the duration of the project. Unknown how many.	Public interest	For the duration of the project, deleted afterwards.
	3	Events: National information Events: Targeted regional	Name, organisational email address, organisational telephone number, organisation name,	Online registration form.	3 per year, with audience of up to 500 5 (1 per region) per year with	Public interest	For the duration of the project, deleted afterwards

			job role, location, and relevant special category data (likely to be ethnic origin, religious belief, health data, sexual life)		audience 40-60		
		Events: webinar series			12 per year, with audience up to 500		
		Events: Action Learning Sets			6-8 sessions per set with audience 15-30.		
	4a	AFC's Evaluation of own processes	All data collected will be anonymous.	Guidance, consultation, training would all have automated forms (embedded feedback forms and surveys using Microsoft Forms). These would be anonymous and enable AFC to monitor and improve Family Hub processes.	For the duration of the project. Unknown how many.	Public interest	For the duration of the project, deleted afterwards
4b	External Evaluation Provider	We are not collecting any additional data for evaluation purposes. We will have a data sharing agreement with the evaluator and consents to share info with evaluator built into consents.					
Categories of Data Subject	The NCFH has the following stakeholders: <ul style="list-style-type: none">- Employees (including volunteers, agents and temporary workers) of central and local government (e.g. central government departments, Local Authorities, local health bodies, social services and education services/bodies including maintained schools)- Employees from family hubs and children's centres- Employees of Multi Academy Trusts and third sector bodies,- Employees of schools- Employees of voluntary organisations (VCSEs)- community leaders- professionals including midwives, health visitors, GPs- members of participation networks- Families attending family hubs and children's centres (for case studies)- Users of the National Centre for Family Hubs learning platform.						
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve	Data will be retained for the duration of the contract and destroyed when the contract ends. The exception is regarding case studies where, once the information is public, consent forms and the relevant data will be kept for as long as the content is public (possibly indefinitely).						

that type of data	
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