

Joint Schedule 5 (Corporate Social Responsibility & Buyer Policies)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, CCS expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any

- allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

- 4.1 The Supplier shall:
- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
- (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven (7) day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed sixty (60) hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

6.2 The Supplier acknowledges that the Buyer must at all times be seen to be actively promoting Sustainable Development through its environmental, social and economic responsibilities.

6.3 In delivering the Services, the Supplier will and will ensure that its Subcontractor's assist and cooperate with the Buyer, by fully complying with the requirements set out in the statutory guidance <https://www.gov.uk/government/publications/framework-generic-guidance-provider-guidance/chapter-10-sustainable-development> as amended from time to time.

VALUES AND BEHAVIOURS

The Supplier shall operate on behalf of the Buyer and as such uphold, promote and live the Buyer's values:

Achieving the Best; using all our resources efficiently so that high and consistent standards of service are provided;

Respecting People; by treating those that engage with the Buyer's, the Buyer employees and the Buyer's Supply Chain Members with respect, welcoming diversity and valuing other's ideas and responding fairly to individual needs;

Making a Difference; by providing the Services so that the Buyer's employees can support, challenge and inspire the Buyer's to improve their lives and help each other to make a difference.

Looking Outwards; by working with others and learning how to get better at what we do.

In addition, the Supplier shall interact with the Buyer, the Buyer's employees, other Government Departments and Other Government Departmental colleagues, the Buyer's Supply Chain Members, those that engage with the Buyer and the general public ensuring behaviours are in line with the Buyer's values:

1. The health and safety of individuals is the Buyer's primary concern. The Supplier shall deliver the Services with due regard for the highest possible level of health and safety and the Buyer's policies, processes and ways of working with regards to health and safety;
2. Ensuring all Suppliers operate in a fair and consistent manner, respecting each party's right to make a fair and reasonable profit whilst aiming to reduce the overall cost of occupancy for the Buyer and delivering all the required contractual obligations;
3. Ethical and transparent business dealings, ensuring Supplier Staff uphold the highest possible level of integrity and probity. The Buyer's suppliers will operate on an open-book basis;
4. a full recognition that a successful Supplier will require high levels of cooperation between the Buyer, the Supplier and the Buyer's Supply Chain Members;
5. protecting and upholding the brand values and reputation of the Buyer and ensuring that this is not in any way damaged, compromised or bought into question; and
6. shall not use the Buyer's reputation and the relationship as a Supplier to the Buyer for any advertising and or promotional purposes without the prior written permission from the Buyer.

LIFE CHANCES

1. GENERAL

- 1.1 The Supplier acknowledges that the Crown is committed to assisting people to move from welfare to employment and driving forward improvements in economic, social and environmental well-being.
- 1.2 The Supplier
- (a) acknowledges that the Buyer has a responsibility to support and promote wider social sustainability objectives for the benefit of society;
 - (b) agrees to cooperate with the Buyer to improve life chances for those most disadvantaged and furthest from the labour market; and.
 - (c) will ensure that it complies fully with the Buyer's policy and statutory guidance [Life chances through procurement guidance for DWP contractors - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/441242/life-chances-through-procurement-guidance-for-dwp-contractors.pdf)
- 1.3 The Supplier acknowledges that the Buyer is supporting the Crown's Life chances and social value agendas by aiming to promote opportunities for groups of persons ("DWP Priority Groups") which the Buyer regards as meriting priority assistance including but not limited to apprentices, disabled people, young people, older workers, ex-offenders and black and minority ethnic people.

2. DIVERSITY AND EQUALITY DELIVERY PLAN

- 2.1 In addition to complying with its obligations set out in this Part, the Buyer requires the Supplier to provide such information as the Buyer may request on
- (a) the action(s) the Supplier is taking in the course of supplying the Services to comply with its obligations set out in this Part, and
 - (b) the effect such action(s) have on the Supplier Personnel used in the performance of its obligations under the Contract.
- 2.2 As part of the information to be provided by the Supplier under paragraph 2.1 of this Part, the Buyer requires the Supplier to provide to the Buyer a diversity and equality delivery plan ("Diversity and Equality Delivery Plan") six (6) Months after the Effective Date, and annually thereafter. The Diversity and Equality Delivery Plan must be specific to the Contract and include details of all Supplier Personnel including but not limited to all Subcontractors involved in the performance of the Supplier's obligations under the Contract, details of the action(s) the Supplier is taking to support the Crown's social value agenda including but not limited to the action(s) the Supplier is taking to meet its obligations under paragraph 2.3 of this Part.
- 2.3 The Supplier shall, and shall ensure that its Subcontractors, take the following action(s) in respect of DWP Priority Groups:
- (a) Apprentices
 - Ensure that (5) % of the Supplier Personnel used in the performance of the Supplier's obligations under the Contract are apprentices.

- Make available to potential members of the Supplier Personnel used in the performance of the Supplier's obligations information about the National Apprenticeship Service.
- (b) Disabled People
- Disability Confident is a scheme that supports employers to attract, recruit and retain disabled people. Detailed Information about Disability Confident can be accessed via Gov.UK. The Buyer strongly encourages Suppliers, and their suppliers, to sign up to Disability Confident, declaring their support for disabled workers by displaying the values and behaviours set out therein.
 - Make appropriate use of Access to Work to support recruit and retain disabled workers.
 - When recruiting Staff to be used in the performance of the Supplier's obligations under the Contract, offer Disabled People interviews under a guaranteed interview scheme for vacancies for Staff where the Disabled People meet the minimum criteria for such vacancies.
 - Offer Work Trials to Disabled People to support filling vacancies for Staff.
 - Provide Employment Experience to Disabled People as members of Staff used in the performance of the Contractor Supplier's obligations under the Contract to develop their skills and experience and increase their employability.
- (c) Young People – Under 25
- Offer work trials to young people to support filling vacancies for Supplier Personnel.
 - Provide employment experience to young people as members of the Supplier Personnel used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.
- (d) Older Workers – Over 50
- Offer work trials to older workers to support filling vacancies for Supplier Personnel.
 - Provide employment experience to older people as members of the Supplier Personnel used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.
- (e) Ex-Offenders
- Offer work trials to ex-offenders to support filling vacancies for Supplier Personnel.
 - Provide employment experience to ex-offenders as members of the Supplier Personnel used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.
- (f) Black and Minority Ethnic People

- Offer work trials to black and minority ethnic people to support filling vacancies for Supplier Personnel.
 - Provide employment experience to black and minority ethnic people as members of the Supplier Personnel used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.
- (g) Employee Vacancies
- Advertise all vacancies for Supplier Personnel via Universal Job-match in addition to any other recruitment agencies with whom the Supplier advertises such vacancies and any other actions the Supplier takes to recruit Supplier Personnel.
- 2.4 The Diversity and Equality Delivery Plan must also include:
- (a) an overview of Supplier and any Subcontractor's policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:
- i) age;
 - ii) disability;
 - iii) gender reassignment;
 - iv) marriage and civil partnership;
 - v) pregnancy and maternity;
 - vi) race;
 - vii) religion or belief;
 - viii) sex; and
 - ix) sexual orientation.
- (b) an overview of Supplier and any Subcontractor's policies and procedures covering:
- i) harassment
 - ii) bullying
 - iii) victimisation
 - iv) Supplier Personnel training and development
- (c) details of the way in which the above policies and procedures are, or will be (and by when), communicated to Supplier Personnel;
- (d) details of what general diversity and equality related training has been, or will be delivered (and by when), to Supplier Personnel;
- (e) details of what structure and resources are currently directed towards active promotion of diversity and equality within the Supplier Personnel used in the performance of the Supplier's obligations under this Contract, or if not currently in place, what will be put in place and by when;
- 2.5 The Buyer will consider and must agree the contents of Diversity and Equality Delivery Plan. Any issues will be raised with the Supplier by the contract manager acting on behalf of the Buyer. If an issue relates to a Subcontractor, the Supplier must raise and resolve the issue with the Subcontractor.

Life Chances Workforce Monitoring Template

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- 2.6 The Supplier shall provide the Life Chances Workforce Monitoring template (contained in Appendix 1 to this Part), duly completed in full by the Supplier in respect of all Supplier Personnel (including but not limited to all Subcontractors used in the performance of the Supplier's obligations under the Contract), six (6) Months after the Effective Date and annually thereafter.
- 2.7 The Supplier shall complete the Life Chances Workforce Monitoring template in line with the 'Life Chances through Procurement Guidance for DWP Contractor Suppliers' and the contract definitions.
- 2.8 The Supplier will compare figures in all categories listed in the Appendix 1 - Workforce Monitoring template and provide (where possible) comparisons against any official national/regional statistics that are publicly available in accordance with the 'Social Value Guidance for Contractor Suppliers' provided by the Buyer to the Supplier.
- 2.9 The 'Social Value Guidance for Contractor Suppliers' provides links to a number of data collection sources; this is not an exhaustive list and other sources are available. The Buyer recognises that there may be regional variations in terms of population demographics and some data categories and coverage may not be complete or fully aligned, however, the Supplier agrees to provide high level analysis and identification of trends as and when requested by the Buyer.
- 2.10 The Supplier shall provide and shall ensure that its Subcontractors provide such evidence as the Buyer may require of action(s) undertaken or planned by the Supplier and/or any Subcontractor to improve the numbers in the Social Value Workforce Monitoring template (contained in Appendix 1 to this Part) to the satisfaction of the Buyer.
- 2.11 Diversity and Equality, the Crown's social value agenda and DWP Priority Groups will be discussed jointly by the Buyer and the Supplier as an on-going item at contract review meetings. Such meetings will discuss the information provided by the Supplier in accordance with paragraph 2.2 of this Part.

PART 2 - Appendix 1 – Life Chances Workforce Monitoring Template

Important – the figures the Supplier provides must relate specifically to the Supplier Personnel used in the performance of the Supplier’s obligations under the contract only, which for the avoidance of doubt includes any Sub-contractor.

Name of Agreement:	
Contract Number:	
Name of Contractor:	
Effective Date:	
Total Number of Supplier Personnel, which for the avoidance of doubt includes any Sub-contractors	

1 – Number of new Supplier Personnel posts created in the performance of the Supplier’s obligations under the Contract

New Supplier Personnel Posts	Number of new Supplier Personnel posts created in period	
	1-34 hr per week posts	35 hr + per week posts
Baseline return (at 6 months for months 0-6)		
1 st annual return (at 18 months for months 7-18)		
2 nd annual return (at 30 months for months 19 - 30)		
3 rd annual return (at 42 months for months 31-42)		

2 – Number of apprentices in Supplier Personnel used in the performance of the Supplier’s obligations under the Agreement

DWP Group - Priority Apprentices	Number of apprentices in Supplier Personnel which have been employed for 26 weeks or longer in period	% of apprentices in Supplier Personnel at the end of the period of the Supplier Personnel during the period	Number of apprentices who began apprenticeships as part of the Supplier Personnel during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			

2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

3 – Number of disabled people in Supplier Personnel used in the performance of the Supplier’s obligations under the Agreement

DWP Priority Group - Disabled People	Number of disabled people in Supplier Personnel which have been employed for 26 weeks or longer in period	% of disabled people in Supplier Personnel at end of period	Number of disabled people who began employment as part of the Supplier Personnel during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

4 – Number of disabled people, who had been interviewed by the Supplier under the Guaranteed Interview Scheme (GIS) for Supplier Personnel posts used in the performance of the Supplier’s obligations under the Agreement.

DWP Priority Group – disabled people in the Supplier Personnel who had been interviewed by the Supplier under the GIS	Number of disabled people who have been interviewed for Supplier Personnel posts by the Supplier under the GIS during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19 - 30)	
3 rd annual return (at 42 months for months 31-42)	

5 – Number of young people in Supplier Personnel used in the performance of the Supplier’s obligations under the Agreement

DWP Priority Group - Young People	Number of young people in Supplier Personnel which have been employed for 26 weeks or longer in period	% young people in Supplier Personnel at end of period	Number of young people who began employment as part of the Supplier Personnel during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

6 – Number of older workers in Supplier Personnel used in the performance of the Supplier’s obligations under the Agreement

DWP Priority Group - older workers	Number of older workers in Supplier Personnel which have been employed for 26 weeks or longer in period	% older workers in Supplier Personnel at end of period	Number of older workers who began employment as part of the Supplier Personnel during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

7 – Number of ex-offenders in Supplier Personnel used in the performance of the Supplier’s obligations under the Agreement.

DWP Priority Group - ex-offenders	Number of ex-offenders in Supplier Personnel which have been employed for 26 weeks or longer in period	% ex-offenders in Supplier Personnel at end of period	Number of ex-offenders who began employment as part of the Supplier Personnel during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

8 – Number of black or minority ethnic people (BME) in Supplier Personnel used in the performance of the Supplier’s obligations under the Agreement.

DWP Priority Group - black or minority ethnic people	Number BME in Supplier Personnel which have been employed for 26 weeks or longer in period	% BME in Supplier Personnel at end of period	Number of BME who began employment as part of the Supplier Personnel during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (at 42 months for months 31-42)			

9 – Number of Employment Experience placements conducted in the performance of the Supplier’s obligations under the Agreement

Employment Experience placements	Number of Employment Experience placements conducted during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19 - 30)	
3 rd annual return (at 42 months for months 31-42)	

10 – Number of Work Trials conducted as part of the recruitment of Supplier Personnel used in the performance of the Supplier’s obligations under the Agreement.

Work Trials	Number of Work Trials conducted during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19 - 30)	
3 rd annual return (at 42 months for months 31-42)	

11 – Number of vacancies for Supplier Personnel advertised via Universal Jobmatch

Supplier Personnel advertised via Universal Jobmatch	Number of vacancies for Supplier Personnel advertised via Universal Jobmatch during the period	% of all vacancies for Supplier Personnel advertised via Universal Jobmatch during the period.
Baseline return (at 6 months for months 0-6)		
1 st annual return (at 18 months for months 7-18)		
2 nd annual return (at 30 months for months 19 - 30)		
3 rd annual return (at 42 months for months 31-42)		

SMALL / MEDIUM ENTERPRISE POLICY

Use of SMEs by the Supplier

The Buyer recognises the important role small and medium enterprises (SMEs) have in helping to deliver economic growth and prosperity. SMEs are defined as enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding 50 million euro, and/or an annual balance sheet total not exceeding 43 million euro. The Buyer is committed to supporting the government's target of 25% of government spending with third party suppliers to go to SMEs through either direct spend or indirectly through the supply chain where it is relevant to the contractual requirement to do so and provides value for money.

IR35 Legislation

From April 2021, there are changes to off-payroll working for intermediaries and contractors. The Supplier should understand the changes to the off-payroll working rules (IR35) if you're a contractor or an intermediary and your worker provides services to a client. The services, including all sub-contractors, off payroll workers or consultants will be subject to an IR35 assessment to be completed by the relevant party at the time of service commencement. All IR35 assessment outcomes must be adhered to April 2021 changes to off-payroll working for intermediaries and contractors - GOV.UK (www.gov.uk)

Buyer Policies

Policy Name	Hyperlink(s)
Business Continuity Framework	Examples of good practice in public sector business continuity management: BCM methodologies - GOV.UK (www.gov.uk) dwp-bc-framework-part1.pdf (publishing.service.gov.uk) dwp-bcframework-part2.pdf (publishing.service.gov.uk)
Enterprise Security Risk Management Policy	[To be located & confirm if applicable]
Information Security Policy	DWP procurement: security policies and standards - GOV.UK (www.gov.uk)
Life Chances Through Procurement	Life chances through procurement guidance for DWP contractors - GOV.UK (www.gov.uk)
Offshoring Policy	Offshoring policy for DWP contractors - GOV.UK (www.gov.uk)
Records Management Policy	Records_Management_Policy.pdf (publishing.service.gov.uk)
Sustainable Development Policy	Chapter 10: sustainable development - GOV.UK (www.gov.uk)
Welsh Language Scheme	Welsh language scheme - Department for Work and Pensions - GOV.UK (www.gov.uk)
Government Functional Standard GovS 004: property	Government Functional Standard GovS 004: Property - GOV.UK (www.gov.uk)
DWP Health and Safety Policy	[DWP's Health and Safety Policy is currently in the process of being updated. It will be provided when available.]

*Documents correct at time of upload (23/02/2022), use hyperlinks to check for updates.

Further guidance can be found at:

[DWP provider guidance - GOV.UK \(www.gov.uk\)](#)

Guidance on DWP policies should be regularly checked to ensure that the supplier is compliant.