

CONTRACT FOR The provision of administrative, assessment and recruitment support services, for Cohort Five and Six of the DfE *Step Up to Social Work* programme.

THIS CONTRACT IS DATED AS EFFECTIVE 09 January 2017.

Parties

1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (“the Department”); and

2) CAPITA whose registered office is at:
71 Victoria Street, London, SW1H 0XA (“the Contractor”)

Recitals

The Contractor has agreed to provide administrative support, technical support and guidance to local authority employers participating in the application and assessment process to recruit a fifth cohort the department's Step Up to Social Work programme (SUSW) on the terms and conditions set out in this Contract. The Contract also makes provision for the Contractor to provide similar services for a sixth cohort of the programme from December 2018.

The Department's reference number for this Contract is **DFE-SUSW5**

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

“the Contract Manager” Laverne Levick, or any other member of the Department nominated to act on its behalf in relation to this contract

Department for Education

Social Work Reform Unit

5th Floor, 2 St Paul's Place

Sheffield

South Yorkshire

S1 2FJ

"the Contractors Contract Manager"

Daniel Doherty, Project Director, CAPITA

"Confidential Information"

means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party

"Contracting Department"

any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department

"Contractor Personnel"

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

"Crown"

means Queen Elizabeth II and any successor

"Crown Body"

any department, office or agency of the Crown

"Department's Confidential Information"

all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential

"Environmental Information Regulations"

the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations

"FOIA"

the Freedom of Information Act 2000 and any

subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation

"Her Majesty's Government"

means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government

"Information"

has the meaning given under section 84 of the Freedom of Information Act 2000

"Personal Data"

shall have the same meaning as set out in the Data Protection Act 1998

"Property"

means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract

"Request for Information"

a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations

"Working Day"

any day other than a Saturday, Sunday or public holiday in England and Wales

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

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

2. Term

2.1 The Contractor shall commence the Services no earlier than **9 January 2017** and subject to Clause 10.1 shall complete the Services on or before **30 November 2017** (for Cohort Five) and (subject to the commencement of a sixth cohort from December 2018) recommence on **01 December 2018** and subject to Clause 10.1 shall complete in full by or before **30 November 2019**. DfE reserves the right to amend the formal commencement date(s), following decisions in January 2017 (and January 2019 for Cohort Six) about the number of participating local authorities, available student places on the programme and budgets. This does not preclude

variations to the contract being issued separately as required by the Department under Clause 18.

- 2.2 The Contract commences on the Effective Date, subject to any provision of this Contract for earlier termination, or extension set out in this clause 2, will terminate at the end of the Initial Term.
- 2.2 DFE may extend the Initial Term for such further period as the DFE may choose by giving not less than 3 months' written notice to the Contractor prior to the expiry of the Initial Term.

3 Contractor's Obligations

- 3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.
- 3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 Department's Obligations

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

5 Changes to the Department's Requirements

- 5.1 The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

- 6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

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

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

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

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

7.2 The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.

7.3 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.

7.4 The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

7.5 The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

7.6 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

8 Copyright

8.1 Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in the Crown absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

9 Warranty and Indemnity

- 9.1 The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2 Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
- 9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or
- 9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3 The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.4 The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor to a maximum of 200% of any fees paid and/or payable under the contract period.
- 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 Except in the case of death or personal injury and any other circumstances where liability cannot be excluded by law, neither Party shall be liable to the other Party for:
- (a) any indirect, special or consequential loss; or
- (b) any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

9.7 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 30 days' notice in writing.

10.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

10.3 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

10.4 This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-

10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or

10.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or

10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or

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; or

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; or

- 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; or
 - 10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions; or
 - 10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes; or
 - 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** to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
- 12.6.2** to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
- 12.6.3** for the purpose of the examination and certification of the Department's accounts; or
- 12.6.4** for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 12.7** The Department shall use all reasonable endeavours to ensure that any government department, 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 under Clause 26.

- 12.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.10 Subject to Clause 12.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 12.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 12.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

13 Freedom of Information

- 13.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 13.2 The Contractor shall, and shall procure that its Sub-contractors shall:
 - 13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 13.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
 - 13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 13.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

13.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

14 Access and Information

14.1 The Contractor shall provide access at all reasonable times to the department's internal auditors or other duly authorised staff or agents to inspect such documents as the department considers necessary in connection with this Contract and where appropriate speak to the Contractor's employees.

15 Transfer of Responsibility on Expiry or Termination

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

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

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

16 Tax Indemnity

16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax

- (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 16.2** Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3** The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4** A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5** The Department may terminate this Contract if:-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time; or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period; or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6** The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9** The Contractor shall indemnify Department against any liability, assessment or

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

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

17 Data Protection Act

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

17.2 The Contractor shall:

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

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

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

17.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

17.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

17.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 17;

17.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department.

17.2.8 Notify the Department within five Working Days if it receives:

- 17.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
- 17.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation.

17.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:

- 17.2.9.1 providing the Department with full details of the complaint or request;
- 17.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
- 17.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
- 17.2.9.4 providing the Department with any information requested by the Department;

17.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

17.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and

17.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:

- 17.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure
- 17.2.12.2 the Contractor shall set out in its request for change details of the following:

- (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
- (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
- (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
- (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

17.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

17.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
- (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation)."

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

18 Amendment and variation

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

19 Assignment and Sub-contracting

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

20 The Contract (Rights of Third Parties) Act 1999

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

21 Waiver

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

22 Notices

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

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 Prevention of corruption

24.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Personnel, have at any time prior to the Effective Date:

24.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or

24.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

24.2 The Contractor shall not:

24.2.1 commit a Prohibited Act; or

24.2.2 do or suffer anything to be done which would cause the DFE or any of its employees, consultants, contractors, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

24.3 The Contractor shall:

24.3.1 and procure that its Sub-Contractors shall, establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and

24.3.2 keep appropriate records of its compliance with its obligations under clause 10.3.2 and make such records available to the DFE on request.

24.4 The Contractor shall immediately notify the DFE in writing if it becomes aware of any breach of clauses 10.1 and/or 10.2, or has reason to believe that it has or any of the Personnel have:

24.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

24.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or

24.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

24.5 If the Contractor notifies the DFE pursuant to clause 10.4, the Contractor shall respond promptly to the DFE's enquiries, co-operate with any investigation, and allow the DFE to audit any books, records and any other relevant documentation.

24.6 If the Contractor is in Default under clauses 10.1 and/or 10.2, the DFE may by notice:

24.6.1 require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or

24.6.2 immediately terminate the Contract.

24.7 Any notice served by the DFE under clause 10.6 shall specify the nature of the Prohibited Act, the identity of the party who the DFE believes has committed the Prohibited Act and the action that the DFE has taken (including, where relevant, the date on which the Contract shall terminate).

25. Discrimination

25.1 The Contractor shall perform its obligations under the Contract in accordance with all applicable equality law.

25.2 The Contractor shall comply with DFE's equality and diversity policy as given to the Contractor from time to time and any other requirements and instructions which the DFE reasonably imposes in connection with any equality obligations imposed on the DFE at any time under equality law.

25.3 The Contractor indemnifies the DFE in full from and against all Employment Liabilities that may arise as a result of any claims brought against the DFE by any of its employees, agents, consultants and contractors ("DFE Personnel") and/or any of the Personnel where such claim arises from any act or omission of the Personnel in respect of anti-discrimination legislation. The Contractor will also provide all reasonable cooperation, assistance and information as the DFE may request in connection with any investigation by the DFE into any complaint or other grievance received by it from any of the DFE Personnel or Personnel in respect of anti-discrimination legislation which may have arisen from, or been contributed to by, any act or omission of the Contractor or any Personnel.

26 Intellectual property

26.1 All Intellectual Property Rights in materials:

26.1.1 furnished to or made available to the Contractor by or on behalf of the DFE (the "DFE IP Materials") shall remain the property of the DFE (save for Copyright and Database Rights which shall remain the property of the Crown); and

26.1.2 prepared by or for the Contractor on behalf of the DFE in connection with the Contract (the "Service Specific IP Materials") shall vest in the DFE (save for Copyright and Database Rights which shall vest in the Crown)

(together the "IP Materials").

- 26.2 The Contractor shall not, and shall ensure that Personnel shall not, use or disclose IP Materials without the DFE's approval save to the extent necessary for the performance by the Contractor of its obligations under the Contract.
- 26.3 The Contractor hereby assigns to the DFE or undertakes to procure the assignment to the DFE of all Intellectual Property Rights which may subsist in the Service Specific IP Materials (save for Copyright and Database Rights which it hereby assigns to the Crown or undertakes to procure the assignment of to the Crown). These assignments shall be given with full title guarantee, shall take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights in the Service Specific IP Materials and shall include, without limitation, an assignment to the DFE (or the Crown as appropriate) of all rights arising in the United Kingdom and the world together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Contractor shall execute all documents and do all other acts requested by the DFE and necessary to execute and perfect these assignments and to otherwise evidence the DFE's or the Crown's ownership of such rights.
- 26.4 The Contractor shall waive or procure a waiver on an irrevocable and unconditional basis of any moral rights subsisting in copyright produced by or in connection with the Contract or the performance of the Contract.
- 26.5 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the DFE a non-exclusive licence or, if itself a licensee of those rights, shall grant to the DFE an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the DFE to sub-licence, transfer, novate or assign to a Replacement Contractor. The Contractor shall notify the DFE of any third party Intellectual Property Rights to be used in connection with the Contract prior to their use in connection with the Contract or the creation or development of the Service Specific IP Materials.
- 26.6 The Contractor shall not infringe any Intellectual Property Rights of any third party in performing its obligations under the Contract and the Contractor shall indemnify and keep indemnified the DFE and any Replacement Contractor from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the DFE may suffer or incur as a result of or in connection with any breach of this clause, except to the extent that any such claim arises from:
- 12.6.1 items or materials supplied by the DFE; or
- 12.6.2 the use of data supplied by the DFE which is not required to be verified by the Contractor under any provision of the Contract.

26.7 The DFE shall notify the Contractor in writing of any claim or demand brought against the DFE for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor.

26.8 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for infringement of Intellectual Property Rights in materials supplied and/or licensed by the Contractor to the DFE, provided always that the Contractor shall:

26.8.1 consult the DFE on all substantive issues which arise during the conduct of such litigation and negotiations;

26.8.2 take due and proper account of the interests and concerns of the DFE; and

26.8.3 not settle or compromise any claim without the DFE's prior written consent (not to be unreasonably withheld or delayed).

26.9 Notwithstanding clause 26.8. the DFE may take any action it deems appropriate with respect to any such claim and shall have exclusive control of such claim. If the DFE takes action the Contractor shall at the request of the DFE afford to the Contractor all reasonable assistance to the DFE for the purpose of contesting such claim.

26.10 The DFE shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the DFE or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract subject to the Contractor indemnifying the DFE on demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

26.11 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the DFE and, at its own expense and subject to the consent of the DFE (not to be unreasonably withheld or delayed), use reasonable endeavours to:

26.11.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of this clause 26 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or

26.11.2 procure a licence to use and supply the Service Specific IP Materials, other relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to the DFE.

- 26.12 If the Contractor is unable to comply with clauses 26.11.1 and 26.11.2 within 20 Business Days of receipt of the Contractor's notification the DFE may terminate the Contract with immediate effect by notice in writing.
- 26.13 The Contractor grants to the DFE a royalty-free, perpetual, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights the Contractor owned or developed prior to the Effective Date or otherwise not in connection with the Contract ("Contractor IP") and which the DFE reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided and the use and further development of the IP Materials.
- 26.14 The DFE shall comply with the reasonable instructions of the Contractor in respect of the way in which it uses the Contractor IP.
- 26.15 If the Contractor is not able to grant to the DFE a licence to use any Contractor IP for any reason, including due to any Intellectual Property Rights that a third party may have in such Contractor IP, the Contractor shall use its reasonable endeavours to:
- 26.15.1 procure that the third party owner of any Intellectual Property Rights that are or that may be used to perform the Contract grants to the DFE a licence on the terms set out in clause 26.13; or
- 26.15.2 if the Contractor is itself a licensee of those rights and is able to do so under the terms of its licence, grant to the DFE a sub-licence on the terms set out in clause 26.13.
- 26.16 The Contractor shall not knowingly do or permit to be done, or omit to do in connection with its use of Intellectual Property Rights which are or are to be the DFE IP Materials any act or thing which:
- 26.16.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant trade mark registry; or
- 26.16.2 would or might prejudice the right or title of the DFE to any of the DFE IP Materials.
- 26.17 The Contractor shall comply with the DFE's branding guidelines and shall not use any other branding, including its own, other than as set out in the DFE's branding guidelines or as otherwise agreed with the DFE.
- 26.18 When using DFE Trade Marks the Contractor shall observe all reasonable directions given by the DFE from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Contractor may not:

26.18.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any DFE Trade Mark, or unfairly competes with any DFE Trade Mark; or

26.18.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any DFE Trade Mark as to be likely to deceive or cause confusion.

27. Publicity and promotion

27.1 Subject to clause 13, without prejudice to the DFE's obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

27.2 The Contractor shall use reasonable endeavours to ensure its Personnel comply with clause 27.1

27.3 Without prejudice to the generality of clauses 13 and 27.1, the Contractor shall not itself, and shall procure that Consortium Members shall not, use the DFE's name, brand or DFE Trade Marks or the Personal Data of the DFE to sell, promote, market or publicise the Contractor's other programmes, courses, services or other activities.

27.4 DFE may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Services or comprised in any work relating to the Services.

28. Force Majeure

28.1 If either Party is prevented or delayed in the performance of any of its obligations under the Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to clause 28.3 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

28.2 If either Party is prevented from performance of its obligations for a continuous period in excess of 3 months, the other Party may terminate the Contract forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

28.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under the Contract by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Contract may be performed despite the Force Majeure.

29. Retendering and handover

- 29.1 Within 30 days of being requested by the DFE, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable the DFE to issue tender documents for the future provision of replacement services.
- 29.2 The DFE shall take reasonable precautions to ensure that the information referred to in clause 29.1 is given only to potential contractors who have qualified to tender for the future provision of the replacement services.
- 29.3 The DFE shall require that all potential Contractors treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the DFE; and that they shall not use it for any other purpose.
- 29.4 The Contractor shall allow access to the Premises in the presence of DFE's authorised representative, to any person representing any potential contractor whom the DFE has selected to tender for the future provision of the Services.
- 29.5 If access is required to the Contractor's Premises, the DFE shall give the Contractor 7 days' notice of a proposed visit together with the names of all persons who will be visiting.
- 29.6 The Contractor shall co-operate fully with the DFE during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 29.7 Within 10 Business Days of being requested by the DFE, the Contractor shall transfer to the DFE, or any person designated by the DFE, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the DFE.

30. Exit management

- 30.1 If the DFE requires a continuation of all or any of the Services at the end of the Term, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the DFE and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- 30.2 The Contractor will, within 3 months of the Effective Date, deliver to the DFE, a plan which sets out the Contractor's proposals for achieving an orderly transition of Services from the Contractor to the DFE and/or its Replacement Contractor at the end of the Term (an "Exit Plan").

- 30.3 Within 30 days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan. If the Parties are unable to agree the Exit Plan the dispute shall be referred to the dispute resolution procedure.
- 30.4 The Contractor will review and (if appropriate) update the Exit Plan in the first month of each year of the Term to reflect changes to the Services. Following such update, the Contractor will submit the revised Exit Plan to the DFE for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed.
- 30.5 If the Contractor:
- 30.5.1 does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Charges; or
- 30.5.2 reasonably incurs additional costs
- the Parties shall agree a variation of the Charges.
- 30.6 If the DFE requests, the Contractor shall deliver to the DFE details of all licences for software used in the provision of the Services including the software licence agreements.
- 30.7 Within one month of receiving the software licence information described above, the DFE shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the DFE a plan for licence transfer.
- 25.8 The Contractor shall co-operate fully with the DFE in order to enable an efficient and detailed knowledge transfer from the Contractor to the DFE at the end of the Term and shall provide the DFE free of charge with full access to Personnel, copies of all documents, reports, summaries and any other information requested by the DFE. The Contractor shall comply with the DFE's request for information no later than 15 Business Days from the date that that request was made.

31. Conflicts of interest

31.1 The Contractor shall:

31.1.1 not permit its obligations to its other clients and third parties (including other governmental bodies and organisations providing services to other governmental bodies) to interfere or conflict in any material way with its duty (which the Contractor hereby acknowledges) to comply with its obligations under the Contract to the required standards; and

31.1.2 take appropriate steps to ensure that neither the Contractor nor any of the Personnel is placed in a position where, in the reasonable opinion of the DFE,

there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or any of the Personnel and the duties owed to the DFE under the provisions of the Contract in either case, referred to in this clause 31 as a “Conflict of Interest”.

- 31.2 If the Contractor becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this clause 31 the Contractor shall forthwith provide full particulars to the DFE.
- 31.3 In performing its obligations under the Contract the Contractor shall conduct its business, operations and activities in a politically neutral fashion.
- 31.4 Without prejudice to the foregoing provisions of this clause 31, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Contractor shall:
- 31.4.1 take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of the DFE (acting reasonably); and
- 31.4.2 give the DFE a comprehensive and detailed written statement of the action it had taken.
- 31.5 If the DFE is not satisfied with the Contractor's actions, the Contractor shall, on request by the DFE promptly end any relationship it may have with any third party, where that relationship has given rise to the Conflict of Interest (or potential Conflict of Interest).
- 31.6 Without prejudice to any other right or remedy it may have, the DFE may terminate the Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the DFE, there is any continuing breach by the Contractor of the provisions of this clause 31.

32. Further assurance

- 32.1 The Parties shall do or procure the doing of all such acts and things and will execute or procure the execution of all such documents as may be reasonably required including on or subsequent to the end of the Contract to vest in the relevant all rights granted under the Contract and otherwise to comply with its terms.

33. Governing law and jurisdiction

- 33.1 The Contract and any non-contractual obligations arising out of or connection with it will be governed by and construed in accordance with English Law.
- 33.2 The courts of England shall have exclusive jurisdiction to settle any dispute which arises out of or in connection with the Contract.

33.3 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

As witness the hands of the parties:

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

Signature:



Name:
SAMANTHA OLSEN

Position in Organisation:
Deputy Director

Address in full:
DfE, Sanctuary Buildings
20 Great Smith Street
Westminster
London
SW1P 3BT.

Date:
23 January 2017

Authorised to sign for and on
behalf of CAPITA.

Signature



Name:
JO MATKIN

Position in Organisation:
Managing Director

Address in full:
Capita Resourcing
Kings Chase
107 King Street
Maidenhead
Berks
SL6 1D

Date:
19 January 2017

Schedule 1

1 Background

- 1.1** The Step Up to Social Work (SUSW) Programme offers a well-established work-based route to encourage high-calibre graduates and career changers to enter the social work profession. It is delivered through local authority employers working together in geographical/regional partnerships with one authority acting as lead partner.
- 1.2** SUSW currently consists of a 14-month post-graduate course leading to the award of a post-graduate Diploma in Social Work. Trainees are based in local authorities in regional partnerships which contract with higher education institutions (HEIs) to deliver the programme. Candidates must satisfy an academic eligibility requirement of possessing a minimum 2:1 first degree qualification or a 2:2 degree plus a qualification higher than level 7 in any discipline (except social work) from a UK HEI, or an approved level 6 or above equivalent overseas qualification, alongside significant experience of working with children and families.

2 Aim

- 2.1** The Contractor shall achieve the following aims:
- Support local authority employers (via no more than a set number of regional partnerships to be determined by DfE after the Effective Date of this contract) taking part in SUSW Cohort Five through initial eligible application sifting and subsequent candidate long / shortlisting exercises;
 - Support local authority employers taking part in SUSW Cohort Five throughout the regional assessment centre recruitment phase process and delivery;
 - Develop, host and maintain accurate and up-to-date IT systems to record candidates' applications and records;
 - Ensure data protection requirements at all stages of the SUSW Cohort Five recruitment process are met;
 - Report to the SUSW Cohort Five contract manager in a timely manner;
 - Submit invoices / receipts/ records to the department as and when required.

3 Objectives

- 3.1** The Contractor shall achieve the following objectives:
- ensure a timely, accurate, efficient and effective SUSW Cohort Five recruitment process;

- provide administrative support and capacity to local authority regional partnerships for the SUSW Cohort Five candidate recruitment exercise;
- utilise existing experience in designing and building appropriate IT infrastructure for large-scale recruitment, host in collaboration with DfE and regional partnerships an appropriate online application platform for SUSW Cohort Five candidates to enable quick and accurate sifts on eligibility and other criteria which DfE may specify;
- build capacity to host all electronic data pertaining to candidate applications securely, with undertakings to transfer data back to the department at the end of the contract and delete from contractor's systems;
- mitigate the risk of delays to the SUSW Cohort Five recruitment process by working in collaboration with regional partnerships and the Department;
- ensure that eligible, capable and suitable candidates are selected to progress through the SUSW Cohort Five pre-set recruitment phases;
- ensure successful and timely delivery of the regional partnership assessment centres phase, including candidate notifications to attend, attendance and outcomes, including the provision of consistent resources to administer the assessment centres;
- provide additional scrutiny to minimise the risk of error and assure quality in a complex multi-stage, multi-partner assessment process;
- ensure a single, accurate, prompt and consistent contact point, support and source of information for applicants at all stages of the assessment process (including declines, offers of training places and management of a reserve candidate pool(s)) for regional partnerships and HEIs as they prepare to deliver the programme from January 2018.

4 Methodology

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

SCHEDULE 1: SCHEDULE OF WORK COHORT FIVE:

Task	Output	Date Required
Attendance at project inception meeting	Identification of roles and responsibilities and agreement of initial timescales.	19/20 January 2017 T.B.C
Attendance (face-to-face or by phone) at contract management meetings with Departmental policy officials	Monitoring and reporting of progress including start-up successes phase one application/ phase two assessment centres and emerging issues. Report data to be agreed with DfE.	Monthly from 30/01/2017 – 30/11/2017 (C5)
Preparation of IT system to host, sift and process c.6,000 – 14,000 applications through an official application form	<p>Draft and clear a candidate-friendly application form (based on agreed set questions from DfE/regional partnerships) with printed versions clearly legible.</p> <p>Host IT system to be able to securely control application data including personal details, employment history, previous experiences of working with children and families and other potentially sensitive information relevant to the application.</p> <p>Candidate application form incorporates the facility to attach copies of qualification certificates in support of applications and provide scope for applicants to research information about individual regional partnerships through links – alongside guidance on completing and accessing the form.</p> <p>Secure segregation of applicant data for each regional partnership, allowing access only to applications relevant to regional partnership catchment areas; for example, X regional partnership having no access to applicant data from another regional -based partnership and vice versa.</p> <p>Eligible applications in line with set criteria sifted, processed and collated ready for distribution to local authority employers.</p> <p>The department and regional partnerships to easily interrogate and sift candidate application data.</p>	09/01/2017– 19/05/2017
Agree arrangements with DfE to transfer collected candidate application data back to the Department securely in line with Departmental Security Standards outlined at Para 2.1-2.14 of Schedule 3 of the Contract.	Secure transfer of candidate application data back to the department.	By 20/11/2017
Eligible, sifted and collated successful phase one candidate applications distributed to regional partnerships – in electronic and/or	Levels of application scrutiny accuracy no lower than 98%, with agreed response times to queries/complaints from candidates (95% within 24 hours).	22/05/2017 – 30/06/2017

<p>paper format as requested.</p>	<p>Alerts to regional partnerships and DfE on errors/problems in the recruitment phase within 24 hours. Solutions agreed with DfE and implemented within two working days.</p> <p>Initial assessment of applications to be completed and an electronic version (and if required a maximum of three paper copy) of successful application distributed securely onto regional partnerships (for consideration of phase two assessment centres).</p>	
<p>Processing of candidate feedback from local authority regional partnerships to maintain an accurate and up-to- date database.</p>	<p>Contractor to act in a capacity as a single source of record for tracking all candidates.</p> <p>Additional scope to provide a candidate satisfaction survey within either the phase one or phase two assessment centre process – timings to be decided by the Contractor.</p>	<p>13/03/2017 – 30/11/2017</p>
<p>Support regional partnerships through the phase two assessment centre (AC) process by administering all invitations, confirming attendance and providing administrative support on AC days.</p>	<p>Ability to deal with regional differences in the running of the assessment centres, for example, if a regional partnership runs a two phase assessment centre where one exercise is undertaken prior to further exercises to determine which candidates proceed.</p> <p>Provision of sufficient, consistent and adequately skilled administrative staffing resource to assist Regional Partnerships in running each assessment centre.</p> <p>Chosen assessment centre staff to attend a pre-meeting with individual regional partnerships prior to start of assessment centre activities to become familiarised with centre premises, and lay-out of where candidates will be assessed.</p> <p>Provision of sufficient resources to notify and invite successful applicants to stage two regional partnership assessment centres, send regret letters to unsuccessful candidates, track acceptances and to ensure maximum uptake at centres by notifying eligible applicants from a reserve pool.</p> <p>Build an ability to understand and answer straightforward questions about the assessment procedures and use of assessment materials during the period of the phase two regional partnership assessment centres.</p> <p>Agree with all regional partnerships a method to clearly and consistently provide each candidate with an explanation of the documentation required for proof of academic achievement – academic reference checking with a minimum target of 98% accuracy in scrutiny of application compliance</p> <p>Arrangements in place with all regional</p>	<p>06/03/2017 – 14/07/2017</p>

	<p>partnerships to contact them within a 24-hour period during working hours in the event that assessment centre issues arise/ concerning trends become apparent.</p> <p>Monitor regional partnerships to ensure the assessment process and use of materials are consistent nationally; notify DfE within 24 hours of any apparent discrepancies and work with DfE and regional partnerships to resolve any inconsistencies.</p>	
Answer candidate enquiries about the nature of the programme and phase one and two assessment processes	Act consistently as a first point of contact for candidates at both phase one, phase two and post-phase two assessment centres to answer queries and advice (as agreed with DfE and each regional partnership) through a dedicated email and telephone helpline service.	13/03/17 – 30/11/2017
Inform all candidates of the outcomes of their applications at appropriate points	Within 2 working days maximum of candidate application decisions by regional partnerships, notify by email successful and unsuccessful candidates and answer resulting queries within 2 working days.	13/03/2017 - 31/07/2017
Post-regional assessment centre support and management of candidate reserve pool	<p>Act consistently as a first point of contact to answer queries and advice for any sub-cohort of reserve candidates, post-assessment centre stage.</p> <p>Notify regional partnerships of candidate reserve pool capacity and respond to requests from regional partnerships to support maximising filled programme places. Use all efforts to contact within 1 working day reserve pool candidates called to interview by regional partnerships.</p>	17/07/2017 – 30/11/2017
Monitor contract requirements and levels of support post-phase two regional partnership assessment centres.	Appropriately scale-down resource for delivery of the contract from the end of the assessment centre phase until the end of the contract (C5).	17/07/2017 – 30/11/2017
Provision of management information	<p>Weekly progress reports and review meetings until the assessment centre phase of the contract is completed and acceptances from successful candidates have been received</p> <p>Thereafter, fortnightly progress reports and review meetings until the anticipated end of contract (C5).</p> <p>Regional partnership management information sub-sets available (if required by DfE or partnerships).</p>	09/01/2017 – 30/11/2017

END OF SCHEDULE 1

SCHEDULE 2: CHARGING SCHEDULE FOR COHORT FIVE

1. Refer to table of charges at Annex A.
2. Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
3. The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
4. The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
5. Invoices shall be prepared by the Contractor Monthly in arrears, from the Effective Date and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
6. An invoice is a "Valid Invoice" if it is legible and includes:
 - the date of the invoice;
 - Contractor's full name and address;
 - Contract reference number;
 - charging period;
 - a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);
 - days and times worked (if applicable);
 - Service Credits (if applicable); and

- VAT if applicable.

- 6.1 The DFE shall not pay an invoice which is not a Valid Invoice.
- 6.2 The DFE shall not be obliged to pay the final invoice until the Contractor has carried out all of the Service.
- 6.3 The Contractor shall ensure that a term is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- 6.4 If the DFE disputes any amount specified in a Valid Invoice it shall pay such amount of the invoice as is not in dispute and within 10 Business Days notify the Contractor of the reasons for disputing the invoice. The DFE may withhold the disputed amount pending resolution of the dispute.
- 6.5 The Parties shall use all reasonable endeavours to resolve any dispute over invoices within 10 Business Days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with clause 36.
- 7 Invoices shall be sent by the last working day of the month, including all activity within that period, *or within 30 days of the end of the relevant invoicing date, direct to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA*, quoting the contract reference number and copied to the contract manager. Or alternatively electronic invoices can be sent to:
SSCL.POINVOICEPAYMENTS@sscl.gse.gov.uk and copied to the contract manager.
- 8 The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may 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 Contractors 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 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