

**CONTRACT FOR THE PROVISION OF EXPERT EDUCATION ADVICE
FOR THE DEPARTMENT FOR EDUCATION**

THIS CONTRACT IS DATED: 1 November 2015

Parties

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

2) Merchants' Academy ("the Contractor")

Recitals

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

The Department's reference number for this Contract is 2015/Nov/052

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services"

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

"Central Government Body"

means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

	(c) Non-Ministerial Department; or
	(d) Executive Agency;
"the Contract Manager"	
"the Contractors Contract Manager"	
"Confidential Information"	the Department's Confidential Information and/or the Contractor's Confidential Information;
"Contracting Department"	any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Crown"	means Queen Elizabeth II and any successor
"Crown Body"	any department, office or agency of the Crown;
"Department's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;

"Property"	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions.
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

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

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

2 Commencement and Continuation

The Contractor shall commence the Services on **1 November 2015** and, subject to Clause 10.1 shall complete the Services on or before **31 October 2017**. Subject to performance, budget and need, this contract may be extended up to a further 12 months with the agreement of both parties

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, 4, 5 and 6.
- 3.2 The Contractor shall comply with the accounting, management and information provisions of Schedules 2, 3, 4, 5 and 6.
- 3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 Departments Obligations

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

5 Changes to the Department's Requirements

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

6 Management

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

7 Contractor's Employees and Sub-Contractors

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

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

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

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

- 7.2 The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 7.3 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.4 The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.5 The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations

and requirements (including those relating to security arrangements) as may be in force from time to time.

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

8 Copyright

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

9 Warranty and Indemnity

- 9.1 The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2 Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
- 9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or
- 9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3 The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.4 The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor.

- 9.5 All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

- 10.1 This Contract may be terminated by either party giving to the other party at least **30 working 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.
 - 10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.

- 10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct;
- 10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
- 10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
- 10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
- 10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11 Status of Contractor

- 11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12 Confidentiality

- 12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- 12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2 Clause 12 shall not apply to the extent that:
- 12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);
- 12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

- 12.2.3** such information was obtained from a third party without obligation of confidentiality;
- 12.2.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 12.2.5** it is independently developed without access to the other party's Confidential Information.
- 12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1** on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
- 12.6.2** to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 12.6.3** to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 12.6.4** on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- 12.6.5** on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
- 12.6.6** on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
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- 12.7** ~~The Department shall use all reasonable endeavours to ensure that any~~ Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8** Nothing in this clause 12 shall prevent either party from using any techniques,

ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

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

13 Freedom of Information

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

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

13.5.1 in certain circumstances without consulting the Contractor; or

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

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

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

14 **Access and Information**

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

15 **Transfer of Responsibility on Expiry or Termination**

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

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

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

16 **Tax Indemnity**

16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

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

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

- 16.10** The Consultant warrants and represents to the Department that he 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 him in relation to any payments or arrangements made under this Contract. The Consultant shall promptly and regularly pay all National Insurance Contributions due from him as a self-employed person and shall account to the HM Revenue and Customs for all taxes due from him in respect of the payments made to him under this Contract.
- 16.11** If, notwithstanding Clause 16.7, the HM Revenue and Customs and/or any other appropriate agency consider that the Consultant is an employee of the Department for the purposes of tax and/or national insurance contributions; then the Department shall be entitled to terminate this Contract immediately and deduct from the payments payable to the Consultant under the terms of this Contract, such sums as the HM Revenue and Customs and/or other agencies require in respect of income tax and employee national insurance contributions. The deduction of such tax and national insurance contributions will not affect the status of the Consultant as self-employed for all other purposes.
- 16.12** Without prejudice to the provisions of Clause 16.8 above, the Consultant shall indemnify the 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 the Department in connection with any such assessment or claim.
- 16.13** The Consultant 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 the Department is obliged as a matter of law to comply with such request.
- 16.14** The Consultant shall register for value added tax if and when required by law and shall promptly notify the Department for Work and Pensions of his liability for Class 2 and, where appropriate, Class 4 national insurance contributions.

17 Amendment and variation

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

18 Assignment and Sub-contracting

The benefit and burden of this Contract may not be assigned or sub-

contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

19 The Contract (Rights of Third Parties) Act 1999

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

20 Waiver

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

21 Notices

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

21 Dispute resolution

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

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

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

23 Discrimination

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

23.2 The Contractor shall take all reasonable steps to secure the observance of Clause 23.1 by all servants, employees or agents of the Contractor and all

suppliers and sub-contractors employed in the execution of the Contract.

24 Law and Jurisdiction

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

25 Information Technology

25.1 The Contractor will use the Department's IT system and equipment for the transmission of sensitive material and will adhere to government information security and assurance protocols – including secure disposal of hardcopy documentation; the Contractor is required to undertake and pass the government's online information security training level 1 at a time specified by the Contract Manager.

25.2 The Contractor is expected to use their DfE email accounts, equipment and software to conduct all DfE business. Where information being transmitted is not regarded as protectively marked, the Contractor may use personal email accounts to communicate with officials in the department. The Contractor must not use a personal email accounts to conduct departmental business with any third party under any circumstances.

25.3 The Contractor will be issued with a Departmental IT account, *Desktop to Go dongle/ laptop*, BlackBerry and memory stick, subject to use in compliance with the Department's Security and Assurance arrangements.

25.4 The Contractor shall be responsible for ensuring that he and his sub-contractors make proper use and take reasonable care of the Department's facilities and equipment provided.

25.5 The Contractor will attend any IT training as identified as necessary by the Contract Manager.

25.6 Departmental issue memory sticks may be used by the Contractor to access the Department's information that is contained on them using their home equipment. This is provided that information is accessed and stored only on the memory stick and not transferred in part or whole to the Contractor's home equipment.

25.7 The Contractor, while working from their registered office or elsewhere, will be expected to print necessary materials at their own cost; when visiting a Departmental building, the Contractor may use the printing and other facilities as appropriate.

25.8 Signature blocks on emails should only contain the Contractor's Departmental contact details and should not point to any resources or services external to the Department or linked to the Contractor in any business or personal capacity.

25.9 The Contractor should not use department's IT facilities to solicit business opportunities.

25.10 The Contractor will familiarise themselves and adhere to supplementary IT guidance as issued by the Contract Manager detailing the secure and effective use of the Department's IT facilities, equipment and systems; this guidance may be revised at any time and will constitute an extension of the Contractor's obligations under this contract.

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

As witness the hands of the parties

Name: [REDACTED]

Position: [REDACTED]
[REDACTED]

Address: Department for Education, Sanctuary Buildings, Great Smith Street,
Westminster, London, SW1P3BT

Signature: [REDACTED]
[REDACTED]

Date: 26.11.2015

Authorised to sign for and on behalf of Merchants' Academy

In CAPITALS

Name: [REDACTED]

Position: [REDACTED]

Address: GATEHOUSE AVENUE, WITHYWOOD, BRISTOL, BS93 9AJ

Signature: [REDACTED]
[REDACTED]

Date: 8/11/15

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

13th November 2015.

Schedule 1: Services to be supplied

- 1.1** The Contractor will undertake work on behalf of the Department for Education that befits their skill, knowledge, expertise and experience to support the Department in implementing its policies.
- 1.2** The Contractor will provide professional advice, support and challenge to LA maintained schools, academies and free schools to ensure that they deliver a high standard of education to their pupils and help raise standards, specifically but not limited to (if ad-hoc work is identified where the Department requires the Contractor's expertise):
 - 1.2.1** Support the Regional Schools Commissioners in the delivery of the educational priorities for academies and help develop their senior leadership with the focus on effective improvement strategies.
 - 1.2.2** Local authorities (LAs), Academy sponsor organisations and schools in their school improvement strategies to develop Academy solutions;
 - 1.2.3** Project management companies, sponsor organisations, academy trusts and schools in becoming sponsored Academies;
 - 1.2.4** Free school (including University Technology Colleges (UTCs) and Studio Schools) proposers from application through pre and post opening stages;
 - 1.2.5** Poor performing schools and open Academies to improve performance and standards;
 - 1.2.6** Schools applying for non-sponsored conversion of schools to Academies;
 - 1.2.7** The assessment of LA Interim Executive Board (IEB) applications, Warning Notices and the use of other statutory intervention powers;
 - 1.2.8** Undertaking detailed risk based Academy sponsor assessments and capacity analysis of a school based or local sponsors, national or regional sponsors including assessing suitability for additional sponsor capacity funding;
 - 1.2.9** Undertake detailed LA-maintained school improvement and attainment risk assessment on school needs, weaknesses and strengths to advise on potential intervention success or risk of challenge;
 - 1.2.10** Act as a development manager of new local and school based Academy sponsors as required to support business growth strategies and provide challenge on capacity and performance;
- 1.3** In order to provide the high quality educational expertise and advice necessary to fulfil the Department's requirements as set out above, and dependant on the nature of the work allocated, the Contractor will, but not limited to (if ad-hoc work is identified where the Department requires the Contractor's expertise):
 - 1.3.1** Develop, recommend, monitor and evaluate school development and improvement strategies and plans to raise standards and transform

educational provision for all students in schools through the Academies and Free School programmes;

- 1.3.2** Bring a practical and detailed understanding of successful school development and improvement approaches through an excellent understanding of best practice and proven school improvement strategies;
 - 1.3.3.** Evaluate, identify and recommend good commercial and business strategies and solutions to transform a school's educational structure and business support functions to ensure value for money and effective delivery;
 - 1.3.4** Identify and persuade LAs and schools to buy-in to the development of successful Academy solutions by presenting strong reasoned arguments and business benefits to converting to Academy status;
 - 1.3.5** Encourage innovation and effective change in the school workforce and the curriculum;
 - 1.3.6.** Act as an excellent and efficient communicator, maintaining regular and timely communications with Department officials, partners, schools, Academies and sponsors;
 - 1.3.7** Demonstrate and apply excellent business acumen and financial analysis to facilitate innovative sponsored Academy solutions and to facilitate school and sponsor matching;
 - 1.3.8** Provide educational advice, diagnostic, financial and risk assessment and school development and improvement support and challenge to underperforming schools, Free Schools and Academies.;
 - 1.3.9** Work closely with existing and potential Academy sponsors to assess the quality and capacity of institutions or organisations, identifying and encourage innovation in them, to sponsor Academies and grow robust business plans;
 - 1.3.10** Produce robust and credible business cases and risk analysis to justify school improvement and sponsored Academy solutions, which can be used by civil servants to justify a sponsored Academy solution and gain Ministerial agreement;
 - 1.3.11** Represent the views of the Department to external partners and the public and champion the Academies and Free Schools programmes and its benefits for students, staff and the communities they serve;
 - 1.3.12** Work effectively in partnership with others such as LAs, Academies sponsors, dioceses, Further and Higher education institutions, strong schools and other partners as appropriate.
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- 1.4** The Contractor will deliver projects, following supplementary operational guidance as issued by the Department to further inform expectations and requirements in how the Contractor will advise, support and challenge schools. Guidance may be revised at any time and will constitute an extension of the Contractor's obligations under this contract.

1.5 Geographical Areas of Work (RSC Regions):

South West

Schedule 2: Fees

The Contractor shall commence the Services on 1 November 2015 and, subject to Clause 9.1 shall complete the Services on or before 31 October 2017.

Table 1 Contractor's Day Rate

Name of contractor	(Excluding VAT)	(Including VAT where applicable)
██████████	████	████

2. Day rates are inclusive of costs incurred for subsistence, printing, typing, copying, postage, faxes, storage, retrieval, secretarial and administrative support and any other incidental or miscellaneous costs.

3. Day rates are also inclusive of costs incurred for travel and accommodation within the geographical area(s) specified in schedule 1, unless criteria detailed in schedule 3 are met. Fees (and travel expenses) will be paid for attendance at Contract Management meetings and relevant training and briefing sessions convened by the Contract Manager

4. VAT will be payable at the prevailing rate.

5. Funds allocated to the day rate in Table1 ("the Table") in Schedule 2 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.

6. 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 (if applicable) shall be included as separate items in such accounts.

7. 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.

8. Invoices shall be prepared by the Contractor monthly in arrears and shall be detailed against the expenditure headings set out in the template provide by the DfE, AOS Contractor Unit. The invoice should include an attachment with a breakdown of the work undertaken. The Contractor or his or her nominated representative or accountant certify through sending the invoice to the Department 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.

9. Electronic invoices and scanned copies of receipts (proof of purchase), if expense claims are applicable, should be sent to the AOS.CONTRACTORS-UNIT@education.gsi.gov.uk or any agent of the department as advised in future as soon as possible after the end of any month. Hardcopies of invoices shall also be sent to Blackpool Address: Department for Education, SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA. The Department aims to pay all duly completed invoices within 30 days of receipt. If any problems arise, the Contractor should 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

10. The Contractor will use supplementary invoicing guidance as issued by the Contract Manager to ensure compliance with the Department's commercial and financial management requirements; this guidance may be revised at any time and will constitute an extension of the Contractor's obligations under this contract.

11. 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.

12. If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Service, the Department shall only be liable to reimburse eligible payments made by, or due to, the Contractor before the date of termination.

13. 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. All equipment provided by the Department must be returned within a reasonable timescale, as directed by the Contract Manager once all services under the contract are completed.

14. The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1. 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.

Schedule 3: Expenses

- 1.1.** The only charges that may be applicable in addition to the day rates detailed in Schedule 2 are in respect of travel and accommodation expenses, these are only applicable in the following circumstances:
 - 1.1.1** In case of operational expedience where the Contractor is deployed outside of the geographical area(s) specified in Schedule 1, they will be eligible to claim travel expenses for work on such projects;
 - 1.1.2** Expenses will be paid for travel to meetings connected to a project that may be held at the Department's buildings or other locations outside of a Contractor's geographical area by exception;
 - 1.1.3** With prior agreement from the Contract manager, accommodation that does not exceed the Department's maximum allowable rate may be claimed as allowable expenses; or
 - 1.1.4** Where the Contractor works on a national basis, travel and accommodation expenses will only be paid when the Contract Manager agrees this in advance on an exceptional and discretionary basis, when costs of travel and for accommodation are demonstrably to the detriment of the Contractor's remission for that work.
 - 1.2** Travel expenses will be paid for attendance at monthly Contractor meetings and relevant training and briefing sessions convened by the Contract Manager.
 - 1.3** Travel expenses shall be limited to:
 - 1.3.1** If travelling by public transport - the cost of standard class rail travel or economy class flights; if choosing to travel first class, travel expenses can only be claimed for the standard class ticket for the same journey;
 - 1.3.2** If travelling by bus/underground - the actual cost of the journey;
 - 1.3.3** If travelling by motor vehicle - the current public transport rate of motor mileage in payment to employees of the Department at the date of journey;
 - 1.4** Supporting evidence for all expense related claims must be provided with each invoice or payment against such claims cannot be paid.
 - 1.5** Where the contractor is VAT registered, the Contractor may add VAT to all expenses claimed.
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Schedule 4: Contract Management

1. Departmental Security Standards

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

- 1.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 1.2. Where the Contractor will process personal data on behalf of the Department or other data deemed sensitive by the Department or supply ICT products or services to, or on behalf of, the Department, the Contractor will be expected to have achieved, and be able to maintain, certification to the appropriate level, under the HMG Cyber Essentials Scheme. The certification must have a scope relevant to the services supplied to, or on behalf of, the Department. Alternatively, the Contractor must demonstrate, to the satisfaction of the Department, compliance with the requirements of the Cyber Essentials Scheme.

- 1.3. The Contractor will be expected to be able to conform to ISO/IEC 27001 (Information Security Management Systems Requirements), including the application of an appropriate selection of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Contractor will adopt the UK Government Security Classification Policy in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 1.5. Departmental Data being handled in the course of providing this service must be segregated from other data on the Contractor's own IT equipment to protect the Departmental Data and enable it to be securely deleted when required. In the event that it is not possible to segregate the Departmental Data then the Contractor is required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 12.13.
- 1.6. The Contractor will have in place and maintain physical (e.g. door access) and logical (e.g. identification and authentication) access controls to ensure only authorised access to Departmental Data.
- 1.7. The Contractor will have in place and maintain technical safeguards to protect Departmental Data, including but not limited to: Good Industry Standard anti-virus and firewalls; up-to-date patches for operating system, network device, and application software.
- 1.8. Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme, or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 1.9. Any portable removable media (including but not constrained to pen drives, memory sticks, CDs, DVDs, PDPs, USB devices) which handle, store or process in any way Departmental Data to deliver and support the service, shall be under the configuration management of the (sub-)contractors providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme or uses another encryption standard that is acceptable to the Department.
- 1.10. All portable ICT devices (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way Departmental Data to deliver and support the service, shall be under the configuration management of the (sub-)contractors providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme or uses another encryption standard that is acceptable to the Department.

- 1.11. Storage of Departmental Data on any portable devices or media shall be limited to the minimum required to deliver the business requirement.
- 1.12. All paper holding Departmental Data must be securely protected whilst in the Contractor's care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation.
- 1.13. Paper documents containing Departmental Data shall be transmitted, both within and outside company premises in such a way as to make sure that no unauthorised person has access.
- 1.14. At the end of the contract or in the event of failure or obsolescence, all equipment holding Departmental Data must be securely cleansed or destroyed using a CESG approved product or method. Where this is not possible e.g. for legal or regulatory reasons, or technical reasons such as where there is storage area network (SAN) or shared backup tapes, then the Contractor must protect the equipment until the time (which may be long after the end of the contract) when it can be securely cleansed or destroyed.
- 1.15. Access by Contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" and whose access is essential for the purpose of their duties. All employees with direct or indirect access to Departmental Data must be subject to pre-employment checks equivalent to or higher than the Baseline Personnel Security Standard (BPSS): Details of the standard are available at the HMG website <https://www.gov.uk/government/publications/security-policy-framework>.
- 1.16. All Contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 1.17. The Contractor must have robust and ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the contract is not adversely affected in the event of an incident or crisis;
- 1.18. Any non-compliance with these Departmental Security Standards for Contractors, or any suspected or actual breach of the confidentiality or integrity of Departmental Data being handled in the course of providing this service, shall be immediately escalated to the Department by a method agreed by both parties.
- 1.19. The Contractor shall ensure that any IT systems and hosting environments that are used to hold Departmental Data being handled, stored or processed in the course of providing this service are periodically (at least annually) subject to IT Health Checks, and that the findings of those which are relevant to the service provided to the Department are shared with the Department and necessary remedial work carried out.
- 1.20. The Contractor will provide details of any proposal to store or host Departmental Data outside the UK or to perform ICT management or support from outside the UK and will not go ahead with such a proposal without prior agreement from the Department.

- 1.21. The Department reserves the right to audit the Contractor with 24 hours' notice in respect to the Contractor's compliance with the clauses contained in this Section.
 - 1.22. The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
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Schedule 5: Contract Management

- 1.1** The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 1.2** The Contractor shall address all enquiries about procedural or contractual matters in writing to the Contract Manager via the mailbox AOS.CONTRACTORS-UNIT@education.gsi.gov.uk
- 1.3** The Contractor shall address all enquiries about involving specific projects, to their allocated civil servant lead.
- 1.4** Without express permission from the Contract Manager and the Department's Press Office, the Contractor will not engage with the media, press and/or other third parties in any form regarding their work for the Department or express any views to the media or press on the Department's policies or practice.
- 1.5** The Contractor may have contact with union officials representing their members' interests when attending meetings at schools. If the Contractor is contacted by a union or pressure group following meetings or independently, the Contractor should not respond and refer them directly to the Contract Manager.
- 1.6** The Contractor should not express personal views or opinions when representing the Department; the Contractor should only represent the departments stated policies and practice.
- 1.7** The number of days the Contractor will spend on projects will be specified in the relevant supplementary operational guidance or by the Contract Manager when the project is allocated.
- 1.8** The Contractor is expected to limit their work on each project to the time allocated to complete it, less time where this is practicable and the same outcome may be delivered. Extensions must be sought from the Contract Manager and/or as set out in supplementary operational guidance in advance and on an exceptional basis.
- 1.9** The contractor may reasonably expect to receive 40 days' work during the course of a full financial year (April to March); the Department will not be liable to pay any deficit if, at the end of the contract year, the Contractor has not undertaken the specified number of days work.
- 1.10** The maximum amount of days the Contractor may work in a contractual year i.e. 1 November 2015 - 31 October 2016, or 1 November 2016 - 31 October 2017 is 182 days.
- 1.11** The Contractor will produce written reports pertaining to projects they undertake along lines to be specified by the Department to inform knowledge management and any future intervention and support for any particular school.
- 1.12** The Contractor, in acting as a Principal of the Department will ensure their conduct and behaviour when delivering the Department's business is commensurate with the Civil Service Code's principles and expectations.
- 1.13** If a formal complaint is received by the department about a contractor or made directly to the Contractor, these will be handled in line with the department's

established complaints handling procedure. If the contractor receives a complaint directly, they should pass the details of the complaint and of the complainant onto the Contract Manager via AOS.CONTRACTORS-UNIT@education.gsi.gov.uk . Contractors should not respond to or engage with complainants.

Schedule 6: Register of Interests and Full Disclosure

- 1.1** The Contractor is required to declare to the Contract Manager via AOS.CONTRACTORS-UNIT@education.gsi.gov.uk any interests and/or links, including other contracts or positions held whether they be paid or unpaid or relationships with, but not limited to, schools, education providers or other external organisations involved in the provision of education or education services so the Contract Manager may assess whether any conflicts of interest, whether potential, actual or perceived, and as reasonably judged by the Contract Manager, may have the potential to present reputational, operational or legal or risks to the Contractor and to the Department in allocating any particular project.
- 1.2** The Contractor must inform the Contract Manager via of any in-contract changes to their interests immediately and will be required to formally declare all interests on a regular basis. In receiving project allocations, the Contractor must also carefully consider whether there is any conflict of interest, whether potential, actual or perceived, and inform the Contract Manager so a decision may be made on whether the project should be re-allocated.
- 1.3** The Contractor will not obtain or seek to obtain from their service to the Department any business benefit or financial gain beyond the payment terms of this contract. Further, the Contractor shall use all reasonable endeavours to ensure that no actual or potential conflicts exist between the Contractor and the Department's stakeholders. If such a conflict of interest does arise, or may arise, the Contractor will declare it to the Department immediately and accept that the Department may ask the Contractor to immediately cease any involvement with the task giving rise to the conflict.
- 1.4** The Contractor must provide true, accurate, current and complete information about their self, in both a personal and private capacity that may have a bearing on any risk to the reputation of the Department as reasonably judged by the Contract Manager, and promptly update the information provided to the Department to keep it true, accurate, current and complete
- 1.5** The Contractor will adhere to supplementary guidance regarding full disclosure, interests and managing conflicts of interest as issued by the Contract Manager; this guidance may revised at any time and will constitute an extension of the Contractor's obligations under this contract.

Attachment 1

Personnel Security Standard Checks

The Department carries out Personnel Security Standard verification checks on all new employees. Contractors and consultants with a similar level of access to Departmental assets as Departmental staff must undergo the same level of checks.

The verification process consists of 4 separate checks as follows:

- Identity.
- Employment history.
- Nationality and immigration status.
- Unspent criminal records.

Identity

You should ensure that the identity of any relevant staff and sub-contractor's staff has been verified and that the evidence can be provided to the Department on request.

The Departmental process for verifying an identity is to request the following information and to check the full name and signature, date of birth and full permanent address against qualifying documents :

- Name.
- Date of birth.
- Full permanent address.
- NINO or other unique personal identifying number.
- Employers' details for the past three years.
- Qualifications and licenses.
- Educational details and references (where appropriate).
- Permission to work in the UK (if appropriate).

Alternative arrangements can be made including the use of commercial agencies provided that the minimum requirements listed above are met.

Employment History

You should ensure that an individual's employment history has been verified and that the evidence can be provided to the Department on request.

You should verify the last 3 years' employment or academic history checking with previous employers, following up references (where required) or using a commercial CV checking service.

Ask for further references if:

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- An employer's reference is not available. Get a second personal one from a person of standing in the candidate's community (e.g. a JP, medical practitioner, officer of the armed forces, teacher, lecturer, lawyer, bank manager, civil servant etc.)
 - The individual has been in education full time. Get a reference from their academic institution.

- The individual has served in the Armed Forces or Civil Service. Get a reference from their service or department.

Nationality and Immigration Status

You should verify an individual's nationality and immigration status and ensure that they have a right to remain and work in the UK. Evidence must be provided to the Department on request.

The minimum requirement for the verification process is as follows:

Individuals should be asked to produce one of the following:

- A UK passport describing the person as a British citizen or citizen of the UK and colonies with the right of abode in the UK.
- A passport with a certificate of entitlement issued by the UK with the right of abode in the UK.
- A passport or ID card issued by a European Economic Area (EEA) State, or State with an agreement forming part of the Communities Treaties (e.g. Switzerland) and which describes the holder as a citizen.
- An EEA registration certificate, permanent residence document or (permanent) residence card, or EEA residence permit. (Swiss nationals are treated as EEA nationals for these purposes.)
- A passport or travel document endorsed to show they are exempt from immigration controls, with indefinite leave to enter or stay in the UK, or no time limit on the stay.
- A passport or other travel document endorsed to show that the holder has current leave to enter or remain in the UK and is permitted to take the employment in question (provided that it does not require the issue of a work permit).
- An Application Registration Card (ARC) which indicates that the holder is entitled to take employment in the UK.

Alternatively you can ask the individual to produce a document issued by a previous employer, Inland Revenue, Department for Work and Pensions' Jobcentre Plus, the Employment Service, the Training and Employment Agency (Northern Ireland) or the Northern Ireland Social Security Agency, which contains the national insurance number of the person named in the document and one of the following.

- A full UK birth certificate which specifies the names of the holder's parents.
- A birth certificate issued in the Channel Islands, the Isle of Man or Ireland.
- A certificate of registration or naturalisation as a British citizen.
- A letter issued by the Home Office, to the holder, which indicates that the person named in it has been granted indefinite leave to enter, or remain in, the UK.
- An Immigration Status Document issued by the Home Office, to the holder, endorsed with a UK Residence Permit, which indicates that the holder has been granted indefinite leave to enter, or remain in, the UK.
- A letter issued by the Home Office, to the holder, which indicates that the person named in it has subsisting leave to enter, or remain in, the UK and is entitled to take the employment in question in the

UK.

- An Immigration Status Document issued by the Home Office, to the holder, endorsed with a UK Residence Permit, which indicates that the holder has been granted leave to enter, or remain in, the UK and is entitled to take the employment in question in the UK.

Or you can ask the individual for:

A work permit or other approval issued by Work Permits UK and a passport or other travel document endorsed to show that the holder has current leave to enter or remain in the UK and is permitted to take the work permit employment in question, or a letter issued by the Home Office to the holder confirming the same.

Unspent Criminal Record

Organisations other than sole traders that are awarded contracts by the Department should obtain a DBS check on behalf of their employee and should provide a copy for the Department as it may be required to obtain a security pass to enter Departmental premises.

Sole traders must make a self-declaration of any unspent convictions. The Department aims to check all declarations through Disclosure Scotland.

You must not supply any individual if they are:

- On probation (in a legal sense.)
 - Under a suspended prison sentence.
 - Released from prison on parole.
 - Still under a conditional discharge.
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