

This contract is made on 14th day of September 2016

- 1 THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT ("**DFE**"); and
- 2 British Refugee Council of PO Box 68614, London, E15 9DQ - registered company in England and Wales number 2727514 and Registered Charity Number 1014576

each a "**Party**" and together the "**Parties**".

It is agreed that:

1. this contract, together with the attached schedules and annexes, collectively form the "**Contract**"; and
2. if there is a conflict between the provisions of the clauses of the Contract and the provisions of the schedules, the following order of precedence shall apply:
 - (a) schedule 2 (Terms and Conditions);
 - (b) schedule 1 (Specification);
 - (c) schedules 3 to 9; and
 - (d) schedule 10 (Contractor's Solution).

The Contract has been executed on the date stated at the beginning of this page.

SIGNED by the CONTRACTOR acting by

Authorised Signatory

In the presence of

Witness signature

Occupation

Address

Date

SIGNED by DFE acting by

Position

in the presence of

Witness signature

Occupation

Address

Date

**Table of Contents
Contract Schedules**

Schedule 1	Specification
Schedule 2	Terms and Conditions
Schedule 3	Financials
Schedule 4	KPIs, Service Levels and Service Credits.
Schedule 5	Implementation Plan
Schedule 6	Change Control Procedure
Schedule 7	Key Personnel and Key Sub-Contractors
Schedule 8	Data, Systems Handling and Security
Schedule 9	Commercially Sensitive Information
Schedule 10	Contractor's Solution

Schedule 1

The Specification

This programme is being set up to train foster carers and support workers of unaccompanied asylum seeking children to reduce the risk of them going missing or being onward trafficked.

Unaccompanied asylum seeking children (UASC) are under 18 years old and are applying for asylum in their own right. They have been separated from both parents and are not being cared for by an adult who in law or by custom has a responsibility to do so.

Human trafficking is the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

Many children falling under the definitions above will be trafficked into the UK from overseas. They may be accompanied by an adult or unaccompanied on their arrival into the UK. Children may also be trafficked within the UK, for example, for the purposes of sexual exploitation. UASC and child victims of human trafficking are some of the most vulnerable children in the country. They are alone, in an unfamiliar country and are likely to be surrounded by people unable to speak their first language.

Under section 20 of the Children Act 1989 the local authority where a UASC first presents has a duty to accommodate the child because *“there is no other person who has parental responsibility for him”*. A child who is accommodated under section 20 by the local authority for a continuous period of more than 24 hours then becomes a looked after child (LAC). The local authority then has a set of duties that relate to any LAC.

UASC will then be looked after by foster carers who have been assessed and registered by a fostering service provider under regulations 26 and 27 of the Fostering Services Regulations (England) 2011. UASC may also be placed in supported accommodation or supported lodgings where support workers are responsible for the child's care/and or support but are not approved as foster carers. Trafficked children can be at risk of returning to their traffickers and of further exploitation for sex, forced labour, domestic servitude or criminal activities. Both groups may have experienced emotional trauma in their country of birth, in their journey to the UK or through their treatment by adults in the UK. They are likely to be uncertain or unaware of who to trust and of their rights. They may be unaware of their right to have a childhood. It is therefore important that foster carers and support workers are able to identify the signs of trafficking.

The recent worldwide migration crisis has resulted in high numbers of asylum seekers arriving into the UK. Some local authorities have had higher numbers than others which has meant there is pressure on the sufficiency of placements and pressure on services for UASC.

In July 2016, a new national transfer scheme was established to ensure that no local authority or region is required to support more children than they can cope with. No region will be expected to look after more UASC than 0.07% of their total child population. There will be some regions where they have little or no experience of caring for UASC who will start to accept UASC through the transfer scheme, while other regions will not be expected to take any more as they will already be up to the ceiling of 0.07%.

The project will be to deliver a programme of training that will help build expertise and capacity amongst foster carers and support workers for UASC. The training should enable foster carers and support workers of UASC to;

- understand and respond to the the particular needs and vulnerabilities of this group of children; and
- better understand and recognise the signs of trafficking and quickly gain their trust in order to prevent them from running away from a safe placement.

The national transfer scheme is based on a regional model and uses the regional Strategic Migration Partnerships. Adopting a regional model will support a joined up approach to the different migratory pressures - such as supporting adult asylum seekers and the Syrian Refugee resettlement programme. A regional model also allows greater flexibility in deciding the most suitable placement for an asylum seeking or refugee child based on local considerations.

Training will need to be delivered nationally which should then be tailored regionally according to the particular needs of the region. The national transfer scheme uses the following regions as part of its model ;

- a. North East
- b. Yorkshire and Humber
- c. North West
- d. South West
- e. East Midlands
- f. West Midlands
- g. Inner London
- h. East of England
- i. Outer London
- j. South East

A. Need for the training will not be consistent across the country because some areas will already be skilled and experienced in this area of work. DfE and Home Office will provide information about the current and possible future locations of UASC across the country, as well as contacts at regional and local authority level. This information will be key in identifying which regions and local authorities are a priority for training.

Terms and Conditions

CLAUSE	CONTENTS
1	DEFINITIONS AND INTERPRETATION
2	TERM
3	THE SERVICES
4	CONSORTIA
5	TRANSFER AND SUB-CONTRACTING
6	PERSONNEL
7	TUPE
8	CHARGES
9	TAX AND VAT
10	PREVENTION OF CORRUPTION
11	DISCRIMINATION
12	INTELLECTUAL PROPERTY
13	DATA, SYSTEMS HANDLING AND SECURITY
14	PUBLICITY AND PROMOTION
15	CONFIDENTIALITY
16	FREEDOM OF INFORMATION
17	OFFICIAL SECRETS ACT AND FINANCE ACT
18	LIABILITY
19	WARRANTIES AND REPRESENTATIONS
20	FORCE MAJEURE
21	MONITORING AND REMEDIATION
22	STEP IN RIGHTS
23	TERMINATION
24	RETENDERING AND HANDOVER
25	EXIT MANAGEMENT
26	AUDIT
27	ENTIRE AGREEMENT
28	PARTNERSHIP
29	WAIVER
30	CHANGE CONTROL
31	COUNTERPARTS
32	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
33	CONFLICTS OF INTEREST
34	FURTHER ASSURANCE
35	NOTICES
36	DISPUTE RESOLUTION
37	GOVERNING LAW AND JURISDICTION

1. DEFINITIONS AND INTERPRETATION

1.1 In the Contract, the following expressions have the following meanings, unless inconsistent with the context:

“Area” means the geographical area within England in respect of which the Contractor is appointed to provide the Services.

“Associated Company” means any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. “Holding company” and “subsidiary” will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006.

“Business Days” means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.

“CCN” means a Change Control Note in the form set out in schedule 6.

“Charges” means the fees subject to clause 8 payable to the Contractor for the provision of the Services calculated in accordance with schedule 3.

“Commercially Sensitive Information” means the information set out in schedule 1:

- (a) which is provided by the Contractor to DFE in confidence for the period set out in schedule 9; and/or
- (b) which constitutes a trade secret.

“Confidential Information” means any 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 information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Consortium” means an association of 2 or more persons acting together to deliver the Services but excludes Sub-Contractors.

“Consortium Agreement” means, if the Contractor is a Consortium, an agreement:

- (a) signed by all the Consortium Members as at the Effective Date; and
- (b) adhered to by Consortium Members who join the Consortium after the Effective Date by signing a Deed of Adherence

which sets out, amongst other things, how the Consortium Members will work together to deliver the Services.

“Consortium Member” means a member of a Consortium (if any).

“Contractor Equipment” means the Contractor’s ICT equipment.

“Contractor’s Solution” means the Contractor’s proposal submitted in response to the DFE’s invitation to tender attached at schedule 10.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Deed of Adherence” means a deed under which a new Consortium Member shall covenant with the other Consortium Members to adhere to the terms of the Consortium Agreement in either the form set out in schedule 10 or in any other form approved by DFE in writing.

“Default” means breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Personnel in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DFE Premises” means any premises owned by, leased or hired to or otherwise controlled by DFE or which DFE nominates as such by notice in writing to the Contractor.

“DFE Security Standards” means the security standards as set out in schedule 8.

“DFE Trade Marks” means proprietary trade mark rights of DFE including those notified to the Contractor by DFE from time to time.

“Dispute” means any dispute between the Parties in connection with the Contract.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA” means the Data Protection Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice published by the Information Commissioner or relevant government department in relation to such legislation.

“Effective Date” means **14/09/2016**.

“EIR” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to them.

“Employment Liabilities” means all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, United Kingdom or any other relevant authority relating to or connected with:

- (a) the employment and dismissal of employees (including their health and safety at work); and
- (b) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work),

and all wages, holiday pay and employment benefit costs due in respect of (a) or (b) above, including claims for protective awards.

“FOIA” means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to it.

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Contractor's or any of its Sub-Contractor's organisation, or otherwise involving the Personnel; or
- (b) the failure by any Sub-Contractor of the Contractor to perform its obligations under any sub-contract.

"General Anti-Abuse Rule" means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

"Good Industry Practice" means the standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others.

"HMRC" means Her Majesty's Revenue and Customs.

"ICT" means information and communications technology.

"Implementation Plan" means the plan and time schedule for the completion of the obligations of the Contractor under the Contract as set out in schedule 5 as the same may be replaced by any subsequent more detailed plan and time schedule as the Parties may agree in writing from time to time.

"Initial Term" means the period from the Effective Date to **31/03/2017**.

"Intellectual Property Rights" means patents, inventions, trade-marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade and/or business names, rights in confidential information and know how, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"IP Materials" means any materials used or developed for the purposes of the Contract including any programme materials, guidance, papers and research data, results, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs.

"KPIs" means the key performance indicators in relation to the Services set out in schedule 4 which the Contractor shall comply with.

"Key Personnel" means any of the Personnel identified as such in schedule 7 or otherwise identified as such by DFE pursuant to clause 6.

"Key Sub-Contractor" means any Sub-Contractor identified as such in schedule 7 or otherwise identified as such by DFE.

"Material Breach" means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the DFE would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses 9, 10, 12, 15, 17 and 33 and in schedule 8.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Personnel” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the DFE a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) the defrauding, attempting to defraud or conspiring to defraud the DFE;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for

Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

“Regulations” means the Public Contract Regulations 2015.

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the DFE.

“Relevant Conviction” means a conviction for an offence involving violence or dishonesty, of a sexual nature or against minors, or for any other offence that is relevant to the nature of the Services.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Replacement Contractor” means any third party supplier appointed by the DFE to supply any services which are substantially similar to any of the Services in substitution for the Contractor following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Returning Employees” means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

“Services” means the services described in the Specification.

“Services Commencement Date” means **14/09/2016**

“Service Credits” means the service credits specified in schedule 4 which shall be payable to the DFE by the Contractor in the event that the Service Levels are not met in respect of Services.

“Service Level” means the levels of Service defined in schedule 4.

“Service Period” means the following:

- (a) the first Service Period of the Contract shall begin on the Services Commencement Date and shall expire at the end of the calendar month in which the Service Commencement Date falls; and
- (b) after the first Service Period of the Contract a Service Period shall be a calendar month during the Contract save that the final Service Period of the Contract shall commence on the first day of the calendar month in which the Contract expires or terminates and shall end on the expiry or termination of the Contract.

“Service Users” means those receiving the Services.

“Specification” means the description of the Services to be supplied under the Contract set out in schedule 1.

“Staff” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Sub-Contract” means a contract between 2 or more suppliers, at any stage of remoteness from DfE in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Term” means the period from the Effective Date until the date the Contract ends for whatever reason.

“TFEU” means the Treaty on the Functioning of the European Union.

“Treaties” means the TFEU and the Treaty on European Union.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“Variation” means any variation to the Contract requiring a Change Control Note to be completed in accordance with schedule 6.

1.2 The following notes of construction and interpretation apply to the Contract:

- 1.2.1 references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of the Contract which are in force prior to the date of the Contract;
- 1.2.2 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.2.3 the words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context;
- 1.2.4 the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require;
- 1.2.5 any reference in the Contract to a clause or schedule is a reference to a clause or schedule of the Contract and references in any schedule to paragraphs relate to the paragraphs in that schedule;
- 1.2.6 the clause headings are included for convenience only and shall not affect the interpretation of the Contract; and
- 1.2.7 the schedules and appendices form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the schedules.

2. TERM

- 2.1 The Contract commences on the Effective Date and, 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. THE SERVICES

- 3.1 The Contractor shall provide the Services in the Area in accordance with the Specification and undertake and be responsible for all obligations of the Contractor in respect of the Services.
- 3.2 The DFE may appoint other Contractors for the Services in the Area.
- 3.3 The Contractor shall, in performing its obligations under the Contract:
- 3.3.1 conform to the requirements of the Specification and the Contractor's Solution or as otherwise agreed in writing between the Parties;
 - 3.3.2 carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of the DFE specified by the DFE from time to time;
 - 3.3.3 comply with Good Industry Practice;
 - 3.3.4 ensure that the Services are provided by competent and appropriately trained personnel;
 - 3.3.5 comply with the Quality Standards and where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;
 - 3.3.6 comply with the KPIs, Service Levels and Service Credit requirements set out in schedule 4;
 - 3.3.7 comply with the Implementation Plan;
 - 3.3.8 in so far as is reasonably practicable, comply with any policies and procedures adopted by the DFE from time to time within 14 days of the same being brought to the attention of the Contractor by the DFE;
 - 3.3.9 comply with applicable law, any applicable codes of practice or governmental regulation, and monitor compliance with relevant legislation;
 - 3.3.10 comply with all health and safety legislation, adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of Personnel, employees of the DFE, the Service Users and all other persons including members of the public; and
 - 3.3.11 comply with all safety, security, acceptable use and other policies of the DFE from time to time notified to it and procure that the Personnel also comply.
- 3.4 The DFE may provide data and materials to the Contractor and access to systems for the purposes of providing the Services that the Contractor may use but only to the extent necessary to enable the Contractor to provide the Services.

- 3.5 All equipment and other property brought onto DFE Premises shall be at the Contractor's own risk and the DFE shall have no liability for any loss of or damage to any such equipment and property unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence of the DFE.
- 3.6 Any land or DFE Premises made available from time to time to the Contractor by the DFE in connection with the Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or DFE Premises as a licensee and shall vacate the same on completion, termination or abandonment of the Contract or the task in respect of which such land or DFE Premises was made available.
- 3.7 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or any of the Personnel and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the DFE retains the right at any time to use any DFE Premises in any manner.

4. CONSORTIA

- 4.1 If the Contractor is a Consortium it shall comply with the terms of this clause 4.
- 4.2 The Contractor may appoint additional or replacement Consortium Members to assist it in carrying out its obligations under the Contract subject to compliance with clause 4.3.
- 4.3 No new person or entity may become a Consortium Member until:
- 4.3.1 the DFE has given its prior written consent to the new Consortium Member;
 - 4.3.2 the new Consortium Member has signed a Deed of Adherence; and
 - 4.3.3 a copy of the Deed of Adherence has been given to the DFE.
- 4.4 The Contractor shall promptly inform the DFE if and how any Consortium Member breaches the terms of the Consortium Agreement.

5. TRANSFER AND SUB-CONTRACTING

- 5.1 Save as set out in this clause 5 the Contractor may not sub-contract, assign, transfer, charge the benefit and/or delegate the burden of the whole or any part of the Contract (a "**Transfer**") without the prior written consent of the DFE.
- 5.2 If the DFE consents to a Transfer the Contractor will evidence the Transfer in writing and provide a copy of the Transfer document on request.
- 5.3 The Contractor may award Sub-Contracts with a value per annum not exceeding £10,000 without the DFE's consent.
- 5.4 Where the DFE has consented to a Sub-Contract, copies of each Sub-Contract shall, at the request of the DFE, be sent by the Contractor to the DFE as soon as reasonably practicable.
- 5.5 The Contractor shall not terminate or materially amend the terms of any Sub-Contract without the DFE's prior written consent.
- 5.6 The DFE may require the Contractor to terminate a Sub-Contract if the acts or

omissions of the Sub-Contractor have given rise to the DFE's right of termination pursuant to clause 23 unless the Sub-Contractor can remedy the breach to the DFE's satisfaction within 21 days of receipt by the Contractor of written notice from the DFE requiring the Sub-Contract to be terminated.

5.7 The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.

5.8 If the DfE believes there are:

5.8.1 compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or

5.8.2 non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the DfE may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

6. PERSONNEL

6.1 The DFE may refuse admission to DFE Premises and/or direct the Contractor to end the involvement in the Services of any Personnel whom the DFE believes is a security risk.

6.2 If the DFE require the removal of any Personnel pursuant to clause 8.1, any Employment Liabilities and any other costs connected with that removal shall be at the Contractor's cost.

6.3 The Contractor shall use its reasonable endeavours to ensure continuity of Personnel and to ensure that the turnover rate of Personnel is at least as good as the prevailing industry norm for similar services, locations and environments.

6.4 The Contractor shall ensure that no person who discloses a Relevant Conviction or who is found to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service Procedures or otherwise), is employed or engaged in providing the Services without the DFE's prior written consent.

6.5 For each of the Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the DFE owes a special duty of care the Contractor shall (and shall procure that any relevant Sub-Contractor shall) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service, and the Contractor shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or what would reasonably be regarded as an inappropriate record.

6.6 The Contractor acknowledges that Key Personnel and Key Sub-Contractors are essential to the proper provision of the Services. The Parties have agreed to the appointment of Key Personnel and Key Sub-Contractors listed in schedule 7 as at the Effective Date.

6.7 Key Personnel shall not be released from supplying the Services without the DFE's consent except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar reason.

6.8 Any replacements of Key Personnel shall be subject to DFE consent and shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

- 6.9 The DFE shall not unreasonably withhold consent under clauses 6.7 or 6.8. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on Services which could be caused by a change in Key Personnel or Key Sub-Contractors.
- 6.10 DFE may require the Contractor to remove any Key Personnel who the DFE considers in any respect unsatisfactory.
- 6.11 The DFE shall not be liable for the cost of replacing any Key Personnel and the Contractor shall indemnify the DFE against all Employment Liabilities that may arise in this respect.
- 6.12 Except in respect of any transfer of staff under TUPE, for the Term and for 12 months after the Term neither Party shall (except with the prior written consent of the other) solicit the services of any staff of the other Party who have been engaged in providing the Services or the management of the Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at staff of the other Party.

7. TUPE

- 7.1 No later than 6 Months prior to the end of the Term the Contractor shall fully and accurately disclose to the DFE, within 30 days of the request, all information that the DFE may reasonably request in relation to the Staff including the following:
- 7.1.1 the total number of Staff whose employment/engagement shall terminate at the end of the Term;
 - 7.1.2 the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 7.1.1;
 - 7.1.3 the terms and conditions of employment/engagement of the Staff referred to in clause 7.1.1, their job titles and qualifications;
 - 7.1.4 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - 7.1.5 details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union
- (together the “**TUPE Information**”).
- 7.2 At intervals determined by the DFE (which shall not be more frequent than once every 30 days) the Contractor shall give the DFE updated TUPE Information.
- 7.3 Each time the Contractor supplies TUPE Information to the DFE it shall warrant its completeness and accuracy and the DFE may assign the benefit of this warranty to any Replacement Contractor.
- 7.4 The DFE may use TUPE Information for the purposes of any retendering process.
- 7.5 If TUPE applies to the transfer of the Services on termination of the Contract, the

Contractor shall indemnify and keep indemnified the DFE, the Crown and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which they may suffer or incur as a result of or in connection with:

- 7.5.1 the provision of TUPE Information;
 - 7.5.2 any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Term;
 - 7.5.3 any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the DFE or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
 - 7.5.4 any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - 7.5.5 any claim by any person who is transferred by the Contractor to the DFE and/or a Replacement Contractor whose name is not included in the list of Returning Employees.
- 7.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall promptly notify the DFE and provide the DFE with up to date TUPE Information.
- 7.7 This clause 7 applies during the Term and indefinitely thereafter.
- 7.8 The Contractor undertakes to the DFE that, during the 12 Months prior to the end of the Term the Contractor shall not (and shall procure that any Sub-Contractor shall not) without written approval of DFE (such approval not to be unreasonably withheld or delayed):
- 7.8.1 amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Personnel (other than where such amendment or variation has previously been agreed between the Contractor and the Personnel in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
 - 7.8.2 terminate or give notice to terminate the employment or engagement of any Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
 - 7.8.3 transfer away, remove, reduce or vary the involvement of any other Personnel from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse effect on the delivery of the Services, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or

- 7.8.4 recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

8. CHARGES

- 8.1 Except where otherwise expressly stated in the Contract the only payments to be paid by the DFE for the performance by the Contractor of its obligations under the Contract shall be the Charges which shall be inclusive of all costs and expenses incurred by the Contractor in the performance of its obligations.
- 8.2 In consideration for the provision of the Services the DFE shall pay the Charges in accordance with the schedule 3 subject to the receipt of correct invoices pursuant to clause 8.7 being issued by the Contractor.
- 8.3 Except where otherwise expressly stated in schedule 3 the Contractor shall not be entitled to increase the Charges or any rates identified in schedule 3 throughout the Term.
- 8.4 The Charges are exclusive of Value Added Tax (“**VAT**”) and all other taxes, duties and levies, but shall be inclusive of all charges, costs and expenses of whatever nature the Contractor incurs in providing the Services, and performing all other obligations of the Contractor, under the Contract (unless expressly stated otherwise in the Contract). The Contractor should notify the DFE of any direct VAT charges for the delivery of the Contract. The Contractor shall identify VAT and other applicable taxes, duties and levies separately on invoices, including identifying the elements of the Charges that are subject to VAT at the standard rate or at any other rates and that are zero rated or exempt from VAT.
- 8.5 Payment of the Charges by the DFE shall be without prejudice to any rights the DFE may have by reason of any Services, or any part thereof, failing to comply with any provision of the Contract and any breach by the Contractor of the Contract shall not be deemed to be accepted or waived by the DFE by reason of such payment.
- 8.6 The DFE may deduct from or offset against any monies due or becoming due to the Contractor under the Contract (including the Charges) any monies due from the Contractor under the Contract or otherwise under any other agreement or account whatsoever.
- 8.7 Invoices shall be submitted to [REDACTED] and sent, within 30 days of the end of the relevant invoicing date, to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA. An invoice is a “**Valid Invoice**” if it is legible and includes:
- 8.7.1 the date of the invoice;
 - 8.7.2 Contractor’s full name and address;
 - 8.7.3 Contract reference number;
 - 8.7.4 the charging period;
 - 8.7.5 a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);
 - 8.7.6 days and times worked (if applicable);

- 8.7.7 Service Credits (if applicable); and
- 8.7.8 VAT if applicable.
- 8.8 The DFE shall not pay an invoice which is not a Valid Invoice.
- 8.9 The DFE intends to pay Valid Invoices within 10 days of receipt. Valid Invoices not paid within 30 days are subject to interest at the rate of 2% above the base rate from time to time of Barclays Bank. This clause 8.9 is a substantial remedy for late payment of any sum payable under the Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.
- 8.10 The DFE shall not be responsible for any delay in payment caused by receipt of invoices which are not Valid Invoices and shall, within 10 Business Days of receipt, return to the Contractor for correction invoices that are not Valid Invoices together with an explanation of the need for correction.
- 8.11 At the end of the Term the Contractor shall promptly draw-up a final invoice which shall cover all Services provided up to the end of the Term which have not already been invoiced to the DFE. The final invoice shall be submitted not later than 30 days after the end of the Term.
- 8.12 The DFE shall not be obliged to pay the final invoice until the Contractor has carried out all of the Service.
- 8.13 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.
- 8.14 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.
- 8.15 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.

9. TAX and VAT

- 9.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- 9.2 If the Services are liable for VAT the Contractor shall comply with HMRC rules and regulations. The Contractor will be liable for paying to HMRC any identified VAT including those which may fall due.
- 9.3 If the Contractor is liable to NICs in respect of consideration received under the Contract it shall comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- 9.4 The DFE may ask the Contractor to provide information which demonstrates how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it.

- 9.5 A request under clause 9.4 may specify the information which the Contractor must provide and the period within which that information must be provided.
- 9.6 The DFE may terminate this Contract if:
- 9.6.1 in the case of a request mentioned in clause 9.4 the Contractor:
- (i) fails to provide information in response to the request within a reasonable time; or
 - (ii) provides information which does not demonstrate either how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it;
- 9.6.2 it receives information which demonstrates that, if clauses 9.1 to 9.3 apply, the Contractor is not complying with those clauses.
- 9.7 The DFE may supply any information which it receives under clause 9.4 to HMRC.
- 9.8 The Contractor bears sole responsibility for the payment of tax and national insurance contributions due from it in relation to any payments or arrangements made under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract.
- 9.9 The Contractor will account to the appropriate authorities for any applicable income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract. The Contractor shall indemnify DFE against any liability, assessment or claim made by the HMRC or any other relevant authority arising out of the performance by the Contractor of its obligations under the Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by DFE in connection with any such assessment or claim.
- 9.10 The Contractor authorises the DFE to provide HMRC 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 the Contract whether or not DFE is obliged as a matter of law to comply with such request.
- 9.11 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- 9.11.1 notify the DFE in writing of such fact within 5 Business Days of its occurrence; and
- 9.11.2 promptly give the DFE:
- (i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the DFE may reasonably require.

10. PREVENTION OF CORRUPTION

- 10.1 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:

- 10.1.1 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
 - 10.1.2 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.
- 10.2 The Contractor shall not:
- 10.2.1 commit a Prohibited Act; or
 - 10.2.2 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.
- 10.3 The Contractor shall:
- 10.3.1 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
 - 10.3.2 keep appropriate records of its compliance with its obligations under clause 10.3.2 and make such records available to the DFE on request.
- 10.4 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:
- 10.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 10.4.2 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
 - 10.4.3 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.
- 10.5 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.
- 10.6 If the Contractor is in Default under clauses 10.1 and/or 10.2, the DFE may by notice:
- 10.6.1 require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - 10.6.2 immediately terminate the Contract.

- 10.7 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).

11. DISCRIMINATION

- 11.1 The Contractor shall perform its obligations under the Contract in accordance with all applicable equality law.
- 11.2 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.
- 11.3 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.

12. INTELLECTUAL PROPERTY

- 12.1 All Intellectual Property Rights in materials:
- 12.1.1 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
- 12.1.2 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**").
- 12.2 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.
- 12.3 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.

- 12.4 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.
- 12.5 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.
- 12.6 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 14, 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.
- 12.7 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.
- 12.8 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:
 - 12.8.1 consult the DFE on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 12.8.2 take due and proper account of the interests and concerns of the DFE; and
 - 12.8.3 not settle or compromise any claim without the DFE's prior written consent (not to be unreasonably withheld or delayed).
- 12.9 Notwithstanding clause 12.8. 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.
- 12.10 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.

- 12.11 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:
- 12.11.1 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 12 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or
- 12.11.2 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.
- 12.12 If the Contractor is unable to comply with clauses 12.11.1 and 12.11.2 within 20 Business Days of receipt of the Contractor's notification the DFE may terminate the Contract with immediate effect by notice in writing.
- 12.13 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.
- 12.14 The DFE shall comply with the reasonable instructions of the Contractor in respect of the way in which it uses the Contractor IP.
- 12.15 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:
- 12.15.1 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 12.13; or
- 12.15.2 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 12.13.
- 12.16 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:
- 12.16.1 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
- 12.16.2 would or might prejudice the right or title of the DFE to any of the DFE IP

Materials.

- 12.17 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.
- 12.18 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:
- 12.18.1 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
- 12.18.2 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.

13. DATA, SYSTEMS HANDLING AND SECURITY

- 13.1 The Parties shall comply with the provisions of schedule 8.

14. PUBLICITY AND PROMOTION

- 14.1 Subject to clause 15.2, 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.
- 14.2 The Contractor shall use reasonable endeavours to ensure its Personnel comply with clause 14.1
- 14.3 Without prejudice to the generality of clauses 12.18 and 14.1, 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.
- 14.4 Subject to clauses 12 and 15 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.

15. CONFIDENTIALITY

- 15.1 Except to the extent set out in this clause 15 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- 15.2 The Contractor hereby gives its consent for the DFE to publish the whole Contract including from time to time agreed changes to the Contract.
- 15.3 The Contractor may only disclose the DFE's Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the

information, and shall ensure that Personnel are aware of and shall comply with these obligations as to confidentiality.

- 15.4 The Contractor shall not, and shall procure that Personnel do not, use any of the DFE's Confidential Information received otherwise than for the purposes of the Contract.
- 15.5 Clause 15.1 shall not apply to the extent that:
 - 15.5.1 such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - 15.5.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 15.5.3 such information was obtained from a third party without obligation of confidentiality;
 - 15.5.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 15.5.5 it is independently developed without access to the other Party's Confidential Information.
- 15.6 Nothing in clause 15 shall prevent the DFE disclosing any Confidential Information obtained from the Contractor:
 - 15.6.1 for the purpose of the examination and certification of the DFE's accounts;
 - 15.6.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the DFE has used its resources;
 - 15.6.3 to any other crown body and the Contractor hereby acknowledges that all government departments receiving such Confidential Information may further disclose the Confidential Information to other government departments on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department; or
 - 15.6.4 to any consultant, contractor or other person engaged by the DFE provided that in disclosing information under clauses 15.8.3 and 15.8.4 the DFE discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 15.7 Nothing in clauses 15.1 to 15.6 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- 15.8 The DFE shall endeavour to ensure that any government department, employee, third party or sub-contractor to whom the DFE's Confidential Information is disclosed pursuant to clause 15.6 is made aware of the DFE's obligations of confidentiality.
- 15.9 If the Contractor does not comply with clauses 15.1 to 15.5 the DFE may terminate the

Contract immediately on notice to the Contractor.

16. FREEDOM OF INFORMATION

- 16.1 The Contractor acknowledges that the DFE is subject to the requirements of the FOIA and the EIR.
- 16.2 The Contractor shall transfer to the DFE all Requests for Information that it receives as soon as practicable and in any event within 2 Business Days of receipt:
 - 16.2.1 give the DFE a copy of all Information in its possession or control in the form that the DFE requires within 5 Business Days (or such other period as the DFE may specify) of the DFE's request;
 - 16.2.2 provide all necessary assistance as reasonably requested by the DFE to enable the DFE to comply with its obligations under the FOIA and EIR; and
 - 16.2.3 not respond to directly to a Request for Information unless authorised to do so in writing by the DFE.
- 16.3 The DFE shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

17. OFFICIAL SECRETS ACTS AND FINANCE ACT

- 17.1 The Contractor shall comply with the provisions of:
 - 17.1.1 the Official Secrets Acts 1911 to 1989; and
 - 17.1.2 section 182 of the Finance Act 1989.

18. LIABILITY

- 18.1 Neither Party excludes or limits its liability (if any) to the other:
 - 18.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 18.1.2 for personal injury or death resulting from the its negligence;
 - 18.1.3 under section 2(3) Consumer Protection Act 1987;
 - 18.1.4 for its own fraud; or
 - 18.1.5 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability.
- 18.2 Subject to clauses 18.1 and 18.3, the Contractor shall indemnify the DFE and keep the DFE indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor or any Personnel on the Premises, including in respect of death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other

- loss which is caused directly by any act or omission of the Contractor.
- 18.3 The Contractor does not exclude or limit its liability (if any) pursuant to any indemnities given by it in clauses 12 (Intellectual Property) and 9 (Tax).
- 18.4 Subject to clauses 18.1, 18.3 and 18.6, neither Party shall have any liability to the other under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise:
- 18.4.1 for any losses of an indirect or consequential nature;
- 18.4.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or
- 18.4.3 to the extent that it is prevented from meeting any obligation under the Contract as a result of any breach or other default by the other Party.
- 18.5 Subject to clauses 18.1 and 18.3, the maximum liability of either Party to the other under the Contract, whether in contract, tort (including negligence) or otherwise:
- 18.5.1 in respect of damage to property is limited to £2M in respect of any one incident or series of connected incidents; and
- 18.5.2 in respect of any claim not covered by clause 18.5.1, is limited in each calendar year in aggregate to 125% of the sum of the Charges payable in that year.
- 18.6 The DFE may recover from the Contractor the following losses incurred by the DFE to the extent they arise as a result of a Default by the Contractor:
- 18.6.1 any additional operational and/or administrative costs and expenses incurred by the DFE, including costs relating to time spent by or on behalf of the DFE in dealing with the consequences of the default;
- 18.6.2 any wasted expenditure or charges;
- 18.6.3 the additional costs of procuring a Replacement Contractor for the remainder of the Contract and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;
- 18.6.4 any compensation or interest paid to a third party by the DFE; and
- 18.6.5 any fine or penalty incurred by the DFE and any costs incurred by the DFE in defending any proceedings which result in such a fine or penalty.
- 18.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 18.8 All property of the Contractor whilst on the DFE's premises shall be there at the risk of the Contractor and the DFE shall accept no liability for any loss or damage howsoever occurring to it.
- 18.9 The Contractor shall effect and maintain in force with a reputable insurance company

employer's liability and public liability insurances for the sum and range of cover as the DFE deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as the DFE deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Contractor under the Contract. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.

- 18.10 The Contractor shall supply to the DFE on demand copies of the insurance policies maintained under clause 18.9.
- 18.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.
- 18.12 It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability it has under, or in connection with, the Contract.

19. WARRANTIES AND REPRESENTATIONS

- 19.1 The Contractor warrants and represents that:
 - 19.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
 - 19.1.2 in entering the Contract it has not committed any fraud;
 - 19.1.3 as at the Effective Date, all information contained in the Contractor's Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the DFE prior to execution of the Contract;
 - 19.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under the Contract;
 - 19.1.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
 - 19.1.6 the Service Specific IP Materials will be its original work and will not have been copied wholly or substantially from another party's work or materials provided that this clause 19.1.6 shall not apply to any IP Materials used by the Contractor under permission or licence from any other person or entity (including, without limitation, any Sub-Contractor); and
 - 19.1.7 the use by the DFE of any Intellectual Property Rights assigned or licensed to it by the Contractor under the Contract will not infringe or conflict with the rights of any third party;
 - 19.1.8 in the 3 years (or actual period of existence if the Contractor has been in existence for less time) prior to the Effective Date:

- (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

19.1.9 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and

19.1.10 it has notified the DFE in writing of any Occasions of Tax Non-Compliance or any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

20. FORCE MAJEURE

- 20.1 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 20.3 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.
- 20.2 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.
- 20.3 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.

21. MONITORING AND REMEDIATION

- 21.1 The DFE or its authorised representatives may visit on reasonable notice to the Contractor any premises of the Contractor, any Consortium Member or any other premises at which the Services (or any part of them) are being or are to be performed to ascertain that the Contractor is conforming in all respects with its obligations arising under the Contract and otherwise to monitor and quality assure the provision of the Services.
- 21.2 During such visits, the DFE may inspect and take copies of such of the records of the Contractor and any Consortium Member as relate to the performance of their obligations under the Contract.
- 21.3 If the DFE reasonably considers that any provision of the Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy

that it may have under the Contract or otherwise:

- 21.3.1 require the Contractor to produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of the DFE (not to be unreasonably withheld) and which, once approved, the Contractor shall implement; and
- 21.3.2 monitor, supervise, direct and/or guide the Contractor's provision of the Services until the DFE reasonably considers that any such risk has been remedied or removed. The Contractor shall cooperate at all times with the DFE in this regard.
- 21.4 If the Contractor fails to comply with any provision of the Contract or fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the DFE may instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 days or such other period of time as the DFE may direct.
- 21.5 The DFE may review from time to time the progress of the Contractor against the Implementation Plan. The Contractor shall cooperate with the DFE in this regard and provide any information and evidence reasonably required by the DFE.
- 21.6 The DFE may instruct the Contractor to take appropriate remedial action where the DFE reasonably considers that the Implementation Plan is not being complied with or is at risk of not being complied with and the Contractor shall take such remedial action.

22. STEP IN RIGHTS

- 22.1 Without prejudice to DFE's rights of termination under clause 23 the DFE may exercise one or more of the rights set out in this clause 22 ("**Step In Rights**") if:
 - 22.1.1 there is a Default by the Contractor which materially prevents or materially delays performance of the Services or any part of the Services;
 - 22.1.2 an event of Force Majeure occurs which materially prevents or materially delays the performance of the Services or any part of the Services;
 - 22.1.3 a Regulatory Body has advised the DFE that exercise by the DFE of its rights under this clause 22 is necessary;
 - 22.1.4 a serious risk exists to the health and safety of persons, property or the environment;
 - 22.1.5 it is necessary to discharge a statutory duty; or
 - 22.1.6 the Contractor becomes insolvent.
- 22.2 If the DFE has a Step In Right it may serve notice on the Supplier (a "**Step-In Notice**") that it will take action under this clause 22 either itself or with the assistance of a third party.
- 22.3 The Step-In Notice shall set out:
 - 22.3.1 the action the DFE wishes to take and in particular the Services that it wishes to control (the "**Required Action**");

- 22.3.2 the event triggering the Step In Rights and whether the DFE believes that the Required Action is due to the Contractor's Default;
 - 22.3.3 the date on which it wishes to commence the Required Action;
 - 22.3.4 the time period which it believes will be necessary for the Required Action;
 - 22.3.5 whether the DFE will require access to the Contractor's premises; and
 - 22.3.6 to the extent practicable, the effect the DFE anticipates the Required Action will have on the Contractor's obligations to provide the Services during the period that the Required Action is being taken.
- 22.4 Following service of a Step-In Notice, the DFE shall:
- 22.4.1 take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
 - 22.4.2 keep records of the Required Action taken and provide information about the Required Action to the Contractor;
 - 22.4.3 co-operate wherever reasonable with the Contractor in order to enable the Contractor to continue to provide those Services of which the DFE is not assuming control; and
 - 22.4.5 act reasonably in mitigating the cost that the Contractor will incur as a result of the exercise of the Step In Rights.
- 22.5 For as long as and to the extent that the Required Action continues:
- 22.5.1 the Contractor shall not be obliged to provide the Services to the extent that they are the subject of the Required Action; and
 - 22.5.2 the DFE shall pay the Contractor the Charges after subtracting any applicable Service Credits and the DFE's costs of taking the Required Action.
- 22.6 If the Contractor demonstrates to the DFE's reasonable satisfaction that the Required Action has resulted in the degradation of any Services not subject to the Required Action beyond that which would have been the case had the DFE not taken the Required Action, the DFE may adjust the Charges.
- 22.7 Before ceasing to exercise its Step In Rights the DFE shall deliver a written notice to the Contractor (a "**Step-Out Notice**"), specifying:
- 22.7.1 the Required Action it has taken; and
 - 22.7.2 the date on which the DFE plans to end the Required Action subject to the DFE being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with clause 22.8.
- 22.8 The Contractor shall, following receipt of a Step-Out Notice and not less than 20 Business Days prior to the date specified in clause 22.7.2, develop for the DFE's approval a draft plan relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the affected Services satisfy the requirements of the Contract.

- 22.9 If the DFE does not approve the draft plan, it shall inform the Contractor of its reasons for not approving it and the Contractor shall then revise the draft plan taking those reasons into account and shall re-submit the revised plan to the DFE for approval. The DFE shall not withhold or delay its approval of the draft plan unreasonably.
- 22.10 The Contractor shall bear its own costs in connection with any Step-In under this clause 22, provided that the DFE shall reimburse the Contractor's reasonable additional expenses incurred directly as a result of any Step-In action taken by the DFE under clauses 22.1.2 to 22.1.5 (insofar as the primary cause of the DFE serving the Step In Notice is identified as not being the result of a Contractor's Default).

23. TERMINATION

- 23.1 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a company and in respect of the Contractor:
- 23.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - 23.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - 23.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
 - 23.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - 23.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
 - 23.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
 - 23.1.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 23.1.8 any event similar to those listed in clauses 23.1.1 to 23.1.7 occurs under the law of any other jurisdiction.
- 23.2 The DFE may terminate the Contract with immediate effect by notice and without paying compensation to the Contractor where the Contractor is an individual and:
- 23.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;

- 23.2.2 a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy;
 - 23.2.3 a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
 - 23.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
 - 23.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;
 - 23.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
 - 23.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
 - 23.2.8 any event similar to those listed in clauses 23.2.1 to 23.2.7 occurs under the law of any other jurisdiction.
- 23.3 The Contractor shall notify the DFE immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including if the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("**Change of Control**"). The DFE may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 months of:
- 23.3.1 being notified that a Change of Control has occurred; or
 - 23.3.2 where no notification has been made, the date that the DFE becomes aware of the Change of Control
- but shall not be permitted to terminate where approval was granted prior to the Change of Control.
- 23.4 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a partnership and:
- 23.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
 - 23.4.2 it is for any reason dissolved;
 - 23.4.3 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator;
 - 23.4.4 a receiver, or similar officer is appointed over the whole or any part of its assets;
 - 23.4.5 the partnership is deemed unable to pay its debts within the meaning of sections 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

- 23.4.6 any of the following occurs in relation to any of its partners:
- 23.4.6.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - 23.4.6.2 a petition is presented for his bankruptcy;
 - 23.4.6.3 a receiver, or similar officer is appointed over the whole or any part of his assets; or
 - 23.4.6.4 any event similar to those listed in clauses 23.4.1 to 23.4.6 occurs under the law of any other jurisdiction.
- 23.5 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a limited liability partnership and:
- 23.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
 - 23.5.2 it is for any reason dissolved;
 - 23.5.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
 - 23.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
 - 23.5.5 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
 - 23.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or
 - 23.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 23.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 23.5.9 any event similar to those listed in clauses 23.5.1 to 23.5.8 occurs under the law of any other jurisdiction.
- 23.6 References to the Insolvency Act 1986 in clause 23.5.1 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.
- 23.7 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor if the Contractor commits a Default and:

- 23.7.1 the Contractor has not remedied the Default to the satisfaction of the DFE within 21 Business Days or such other period as may be specified by the DFE, after issue of a notice specifying the Default and requesting it to be remedied
- 23.7.2 the Default is not, in the opinion of the DFE, capable of remedy; or
- 23.7.3 the Default is a Material Breach.
- 23.8 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor if:
 - 23.8.1 the Contractor's warranty in clause 19.1.10 is materially untrue;
 - 23.8.2 the Contractor commits a material breach of its obligation to notify the DfE of any Occasion of Non-Tax Compliance; or
 - 23.8.3 the Contractor fails to provide details of proposed mitigating factors which, in the DfE's reasonable opinion are acceptable.
- 23.9 The DFE may terminate the Contract with immediate effect and without paying compensation to the Contractor if:
 - 23.9.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
 - 23.9.2 the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in the award of the Contract; or
 - 23.9.3 the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations which has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.
- 23.10 If the DFE terminates the Contract under clauses 23.7, 23.8 or 23.9:
 - 23.10.1 and makes other arrangements for the supply of the Services, the DFE may recover from the Contractor the cost reasonably incurred of making those other arrangements; and
 - 23.10.2 the DFE shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DFE), until the DFE has established the final cost of making the other arrangements envisaged under this clause 23.
- 23.11 Either Party may terminate the Contract (or any part of it) at any time by giving at least [1] months' prior written notice to the other Party.
- 23.12 If the DFE terminates the Contract under clause 23.11 the DFE shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DFE.

- 23.13 If any funding from governmental or other sources for the provision of the Services, or for a programme or a project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that the Contract cannot reasonably continue the DFE may terminate the Contract (or any part of it) by serving [1] months' written notice on the Contractor.
- 23.14 If the DFE terminates the Contract under clause 23.13 the DFE shall pay to the Contractor for Services supplied prior to the termination and in accordance with the Contract, and any disengagement costs and other costs reasonably incurred by the Contractor as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Contractor shall use all reasonable endeavours to mitigate the amount of such costs and has provided written evidence of the reasonableness and unavailability of such costs.
- 23.15 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the DFE in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- 23.16 If the DFE fails to pay the Contractor undisputed sums of money when due the Contractor shall give notice to the DFE of its failure to pay. If the DFE fails to pay such undisputed sums within 90 Business Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the DFE exercising its rights under clause 8.6 or to Force Majeure.
- 23.17 Save as otherwise expressly provided in the Contract:
- 23.17.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- 23.17.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the DFE or the Contractor under clauses 8 (Payment), 9 (Tax and VAT), 10 (Prevention of Fraud), 12 (Intellectual Property Rights), 13 (Data), 15 (Confidentiality), 16 (Freedom of Information), 17 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 180 (Warranties and Representations), 19 (Liability), 23 (Termination) 24 (Retendering and Handover), 25 (Exit Management), 26 (Audit), and 37 (Governing Law and Jurisdiction).

24. RETENDERING AND HANDOVER

- 24.1 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.
- 24.2 The DFE shall take reasonable precautions to ensure that the information referred to in clause 24.1 is given only to potential contractors who have qualified to tender for the future provision of the replacement services.
- 24.3 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.

- 24.4 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.
- 24.5 If access is required to the Contractor's Premises for the purposes of clause 26.4, the DFE shall give the Contractor 7 days' notice of a proposed visit together with the names of all persons who will be visiting.
- 24.6 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.
- 24.7 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.

25. EXIT MANAGEMENT

- 25.1 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.
- 25.2 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**").
- 25.3 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 in clause 36.
- 25.4 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. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 36.
- 25.5 If the Contractor:
 - 25.5.1 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

25.5.2 reasonably incurs additional costs

the Parties shall agree a variation of the Charges.

- 25.6 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.
- 25.7 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.

26. AUDIT

- 26.1 The Contractor shall keep and maintain until 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all Charges.
- 26.2 The Contractor agrees to make available to the DFE, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services
- 26.3 The Contractor shall permit duly authorised representatives of the DFE and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.
- 26.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the DFE and for carrying out examinations into the economy, efficiency and effectiveness with which the DFE has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

27. ENTIRE AGREEMENT

- 27.1 The Contract contains all the terms which the Parties have agreed in relation to the subject matter of the Contract and supersedes any prior written or oral agreements, representations or understandings between the Parties.
- 27.2 Nothing in this clause 27 shall exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

28. PARTNERSHIP

- 28.1 Nothing in the Contract is intended to or shall operate to create a legal partnership between the Parties or to authorise either Party to act as an agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind

the other in any way (including making any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

29. WAIVER

- 29.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

30. CHANGE CONTROL

- 30.1 Either Party may at any time request in writing a Variation in accordance with the change control procedure set out in schedule 6 (the “**Change Control Procedure**”). No Variation shall be effective unless made in accordance with the Change Control Procedure.

31. COUNTERPARTS

- 31.1 The Contract may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 32.1 The provisions of clauses 7.5 and 12.6 confer benefits on a Replacement Contractor and are intended to be enforceable by a Replacement Contractor by virtue of the Contracts (Rights of Third Parties) Act 1999 (“**CRTPA**”).
- 32.2 Subject to clause 32.1, a person who is not a Party has no right under CRTPA to enforce provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 32.3 A Replacement Contractor may not enforce or take steps to enforce the provisions of clauses 7.5 or 12.6 without DFE’s prior written consent.
- 32.4 The Parties may amend the Contract without the consent of any Replacement Contractor.

33. CONFLICTS OF INTEREST

- 33.1 The Contractor shall:
- 33.1.1 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
- 33.1.2 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 33 as a “**Conflict of Interest**”.

- 33.2 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 35 the Contractor shall forthwith provide full particulars to the DFE.
- 33.3 In performing its obligations under the Contract the Contractor shall conduct its business, operations and activities in a politically neutral fashion.
- 33.4 Without prejudice to the foregoing provisions of this clause 33, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Contractor shall:
- 33.4.1 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
- 33.4.2 give the DFE a comprehensive and detailed written statement of the action it had taken.
- 33.5 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).
- 33.6 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 33.

34. FURTHER ASSURANCE

- 34.1 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.

35. NOTICES

- 35.1 Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, facsimile or e-mail, addressed to the recipient at its registered office or its address (or such other address, facsimile number or e-mail address as may be notified in writing from time to time).
- 35.2 The notice, demand or communication shall be deemed to have been duly served:
- 35.2.1 if delivered by hand, when left at the proper address for service;
- 35.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;
- 35.2.3 if given or made by facsimile or e-mail, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post or (where being sent to an address in a different country to where posted) airmail to the other Party within 24 hours after transmission and that, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times

being local time at the address of the recipient).

- 35.3 If proceedings to which the Civil Procedure Rules apply have been issued, the provisions of Civil Procedure Rule 6 must be complied with in respect of the service of documents in connection with those proceedings.

36. DISPUTE RESOLUTION

- 36.1 Any Dispute shall be dealt with in accordance with this clause 36.
- 36.2 In the first instance, a representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.
- 36.3 If a Dispute cannot be resolved by negotiation as referred to in clause 36.2 within 30 days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution, the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs.

37. GOVERNING LAW AND JURISDICTION

- 37.1 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.
- 37.2 The courts of England shall have exclusive jurisdiction to settle any dispute which arises out of or in connection with the Contract.
- 37.3 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.

Schedule 3 Financials

1. The DFE shall pay the Contractor the Charges in accordance with the Contract, subject to successful delivery of the Services against the KPIs or Service Levels set out in schedule 4. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise between the Contractor and the DFE, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
2. The DFE may review the detailed costs set out in the Implementation Plan to ensure that the Contract is value for money.
3. Indexation shall not apply to the Charges.
4. The Contractor shall be entitled to invoice the Charges following acceptance by the DFE of satisfactory completion of the Services or, where performance of the Services will continue, either monthly in arrears or on satisfactory completion of milestones as set out in the delivery milestones, outputs or outcomes (as set out in the tables below).

Table 1

task	cost	total	invoice date
project management	project lead [REDACTED]	[REDACTED]	Sep
Notify project partners	project coordinator [REDACTED] financial admin [REDACTED]	([REDACTED])	
Contract signed			
Agree subcontracts			
Internal staff contracts signed	Marketing costs [REDACTED]		
Comms plan agreed	Youth Co-ordinator time [REDACTED]		
Create “register your interest flyer”			
training	Project set up [REDACTED]		

Develop joint training material Consult Project advisory board Develop short film Commence course booking sub contracted Virtual College – e-learning Simply fostering other M&E Laptops			
project management Co-ordinate project Monthly reporting to DfE training Finalise and print joint training material Deliver 10 training courses Consult Project advisory board Finalise short film Continue course booking Distribute flyer	project lead [REDACTED] project coordinator [REDACTED] financial admin [REDACTED] Trainer time [REDACTED] Trainer travel, hotel and subsistence [REDACTED] Marketing costs [REDACTED] Training materials [REDACTED] Venue hire [REDACTED] Youth Co-ordinator time [REDACTED] Film development [REDACTED] Youth travel [REDACTED] [REDACTED] [REDACTED]	[REDACTED] ([REDACTED])	oct

<p>sub contracted Virtual College</p> <p>Simply Fostering - consultancy</p> <p>other M&E Laptops</p>	<p>1 per trainer = [REDACTED]</p>		
<p>project management Co-ordinate project</p> <p>Monthly reporting to DfE</p> <p>training Deliver 10 training courses</p> <p>Consult Project advisory board</p> <p>Continue course booking</p> <p>Distribute flyer</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>sub contracted Simply fostering - consultancy</p> <p>other M&E</p>	<p>project lead [REDACTED] project coordinator [REDACTED] financial admin [REDACTED]</p> <p>Trainer time [REDACTED] Trainer travel, hotel and subsistence [REDACTED] Marketing costs [REDACTED] Training materials [REDACTED] Venue hire [REDACTED] Youth Co-ordinator time [REDACTED] Youth travel [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED] ([REDACTED])</p>	<p>nov</p>
<p>project management</p>	<p>project lead [REDACTED] project coordinator [REDACTED]</p>	<p>[REDACTED]</p>	<p>Dec</p>

<p>Co-ordinate project</p> <p>Monthly reporting to DfE</p> <p>training</p> <p>Deliver 10 training courses</p> <p>Consult Project advisory board</p> <p>Continue course booking</p> <p>Distribute flyer</p> <p>sub contracted</p> <p>Simply fostering - consultancy</p> <p>other</p> <p>M&E</p>	<p>financial admin [REDACTED]</p> <p>Trainer time [REDACTED]</p> <p>Trainer travel, hotel and subsistence [REDACTED]</p> <p>Marketing costs [REDACTED]</p> <p>Training materials [REDACTED]</p> <p>Venue hire [REDACTED]</p> <p>Youth travel [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>([REDACTED])</p>	
<p>project management</p> <p>Co-ordinate project</p> <p>Monthly reporting to DfE</p> <p>training</p> <p>Deliver 10 training courses</p> <p>Consult Project advisory board</p> <p>Continue course booking</p> <p>Distribute flyer</p>	<p>project lead [REDACTED]</p> <p>project coordinator [REDACTED]</p> <p>financial admin [REDACTED]</p> <p>Trainer time [REDACTED]</p> <p>Trainer travel, hotel and subsistence [REDACTED]</p> <p>Training materials [REDACTED]</p> <p>Venue hire [REDACTED]</p> <p>Youth travel [REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>([REDACTED])</p>	<p>Jan</p>

sub contracted Simply fostering - consultancy other M&E	████████████████████		
project management Co-ordinate project Monthly reporting to DfE training Deliver 10 training courses Consult Project advisory board Continue course booking Distribute flyer sub contracted Simply fostering - consultancy other M&E	project lead ████████████████████ project coordinator ████████████████████ financial admin ████████████████████ Trainer time ████████████████████ Trainer travel, hotel and subsistence ██████ Training materials ██████ Venue hire ██████ Youth travel ██████ ████████████████████ ████████████████████	████████ (████████)	Feb
project management Co-ordinate project Monthly reporting to DfE	project lead ████████████████████ project coordinator ████████████████████ financial admin ████████████████████ Trainer time ████████████████████	████████ (████████)	March

training	Trainer travel, hotel and subsistence		
Deliver 10 training courses	Training materials		
	Venue hire		
Consult Project advisory board	Youth travel		
Continue course booking			
Distribute flyer			
sub contracted			
Simply fostering - consultancy			
other			
M&E			

5. Funds allocated to a particular expenditure heading in Table 1 are available for that expenditure heading only. The expenditure headings are Project Management, Training Costs, Sub Contracted Costs and Other Costs. Funds allocated to a particular accounting year are available for that accounting year only.

Table 2

Basis		Sept	Oct	Nov	Dec	Jan	Feb	Mar	TOTAL
Project Management									
Project Lead									
Project Co-ordinator									
Financial Administration									
TOTAL Project Management									
Training Costs									
Trainer time									
Trainer travel, hotel and subsistence									
Marketing costs									
Training materials									
Venue hire and refreshments									
Youth Co-ordinator									
Film development									
Youth travel/vouchers									
TOTAL Training Costs									
Sub Contracted Costs									
Virtual College									
Simply Fostering									
TOTAL Sub Contracted costs									
Other									

Monitoring and Evaluation									
Laptops									
TOTAL Other Costs									
TOTAL Costs of Programme delivery									
Management and overheads @ 12.5%									
TOTAL									
plus VAT @ 20%									
Grand Total									

Schedule 4

KPIs, Service Levels and Service Credits

- 1 The objectives of the Service Levels are to:
 - 1.1 ensure that the Services are of a consistently high quality and meet the requirements of the DFE;
 - 1.2 provide a mechanism whereby the DFE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the Services; and
 - 1.3 incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

SERVICE LEVELS

- 2 This schedule 4 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
- 3 The Contractor shall monitor its performance against of each of the Service Levels in and send the DFE a report detailing the Service Levels which were achieved in accordance with the provisions of this schedule 4.
- 4 If, during a Service Period, the Contractor:
 - 4.1 achieves a Service Level no Service Credits will accrue to the Contractor in respect of that Service Level;
 - 4.2 is below a Service Level the appropriate number of Service Points will accrue to the Contractor in respect of that Service Level; or
 - 4.3 fails to meet 4 or more Service Levels in any consecutive 3 months, the DFE may terminate the Contract and/or seek damages in addition to any Service Credits which have already been accrued by the Contractor and are payable by the Contractor to the DFE.

SERVICE CREDITS

- 5 Accrual of Service Credits shall entitle the DFE to a reduction in the Charges. The Contractor shall set-off the value of any Service Credits against the appropriate invoice in accordance with schedule 3. The mechanism for recovery of any Service Credits will be developed and agreed with the Contractor within the first 3 months of the Contract.
- 6 The Contractor confirms that it has modelled the Service Credits and has taken them into account in calculating the Charges. Both Parties agree that the Service Credits are a reasonable method of adjusting the Charges to reflect poor performance.
- 7 Both parties agree that Service Credits will not apply to this contract.

Table 2 KPIs

Performance indicator	Estimated	Measurement	Monitoring
-----------------------	-----------	-------------	------------

	numbers per month	period	method
Number of face to face training places booked	████	Monthly	Monthly reports to DfE
Number of e-learning keys provided	████	Monthly	Monthly reports to DfE
Management information provided on a monthly basis to show: Face to face: 1. Number of invitations sent and to whom 2. Numbers attended 3. Numbers of no shows Elearning: 1. Number of keys being activated 2. Number completed elearning course		Monthly	Monthly reports to DfE

Service Level	Measure	Compliance
Reporting and Meetings	Monthly reporting: submit a monthly report with each invoice, including any exception events within this report.	100% - DFE monitoring
	Contractor meetings – monthly	
	Development and operations meetings – as required	
Administration/Communication	In delivering the Services offer a responsive and supportive service to participants and their facilitators.	
	Respond to 100% of queries and correspondence within 3 Business Days of receipt.	
Finance	Ensure that invoices are submitted to DFE on a monthly basis	
Commercial Management	Ensure that Change Control Notes are signed by both Parties prior to any additional work being undertaken (DFE or Contractor to ensure paperwork is issued in a timely fashion when change required).	
Complaints	Ensure that all administrative Personnel are aware of and abide by relevant complaints procedures.	
	Main management contact to report all complaints orally and in writing to DFE within 3 Business Days.	
Records and questionnaires	Ensure that all records are maintained and kept up to date throughout the Term. Records must be updated within 5 Business Days of a request being made or an event taking place (subject to system availability).	
	Support the DFE to ensure appropriate questionnaires are completed throughout the Term.	
Delivery	Supply appropriate equipment to support the delivery of the Services at any face to face events.	100%- Questionnaire records
	Suitability of venue: events take place in venues and facilities which are relevant to the day.	100%-Event questionnaires
	Training shall take place in rooms which are suitable for the	

Service Level	Measure	Compliance
	size of groups and set up in the style appropriate to the event	
Workshop Events	ICT should be adequate and meet the minimum specification of the course.	
	Refreshments must be provided and where overnight accommodation is required the facilities must comply with the venue specification.	
Evaluation	Contribute to the evaluation of the effects of its delivery by reviewing Service User satisfaction and reporting monthly	

Schedule 5 Implementation Plan

1. TThe Contractor shall provide the Services in accordance with the Implementation Plan set out below.
2. TThe Implementation Plan shall be sufficiently detailed as is necessary to manage the Services and any proposed changes are subject to the Change Control Procedure.
3. TThe Contractor shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that from the Service Commencement Date the Contractor is able to provide the Services:
 - 3.1 in accordance with the provisions of the Contract; and
 - 3.2 in a manner that maintains the continuity of Services to the DFE.
4. The Contractor shall monitor its performance against the Implementation Plan and report to the DFE monthly (or more frequently if so required by the DFE) on its performance.

IMPLEMENTATION PLAN								
Key Activities	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Notify project partners								
Contract negotiations / signing								
Agree sub contracts with Virtual College/Simply Fostering								
Internal staff contracts, written and signed								
Develop detailed comms plan (target each region)								
Create register interest flyer to target priority areas (NE/SE/SW)								
Develop joint training material								
Consult with Project Advisory Board								
Develop short introduction film with young people from ECPAT youth groups								
Begin course booking								
Delivery of training courses (assumed profile of 10 per month for 6 months)								
DfE to provide contact information for priority areas								
DfE to provide contact information								
Regular Activities								
Project Co-ordination								
Monthly reporting/invoicing to DfE								
Collection of evaluation data								

Schedule 6

Change Control Procedure

- 1 The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.
- 2 The Contractor shall use reasonable endeavours to incorporate minor changes requested by the DFE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.
- 3 Either Party may request a Variation provided that such Variation does not amount to a material change.
- 4 The DFE may request a Variation by completing the Change Control Note and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the DFE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
- 5 If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the DFE may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with clause 36.
- 6 If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on DFE.
- 7 The DFE shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.
- 8 The DFE shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.
- 9 The DFE may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

:

Contract Number		DFE Contract / Programme Manager
Contractor		Original Contract Value (£)
Contract Start Date		Contract Expiry Date

Variation Requested	
Originator of Variation (tick as appropriate)	<u>DFE</u> <input type="checkbox"/> Contractor <input type="checkbox"/>
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, contract period)	
Date of Variation commencement	
Date of Variation expiry (if applicable)	
Total Value of Variation £ (if applicable)	
Payment Profile (if applicable) e.g. milestone payments	
Revised daily rate (if applicable)	

Impact on original contract (if applicable)	
Supporting Information (please attach all supporting documentation for this Change Control)	
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.
Variation Agreed <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the Contractor: Signature..... Full Name..... Title..... Date..... </div> <div style="width: 45%;"> For the DFE: Signature..... Full Name..... Title..... Date..... </div> </div>	

Please note that no works/services described in this form should be undertaken, and no invoices will be paid until both copies of the CCN are signed, returned and counter-signed.

To be entered by the Commercial department:			
Commercial Contact		Reference Number	
Date received		EC Reference	

Schedule 7
Key Personnel and Key Sub Contractors

Key Personnel

The individuals listed in the table below are Key Personnel:

Name	Role	Period of Involvement
████	Project Manager/ Trainer	7 months
████	Trainer	7 months
████	Trainer	7 months
████	Trainer	7 months
████	Project Coordinator and Trainer	7 months
████	Trainer and Project Coordination support	7 months

Key Sub-Contractors

The Contractor may sub-contract its obligations under the [Contract](#) to the Sub-Contractors listed in the table below.

Key Sub-Contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	Sub-contract Price expressed as a percentage of total projected Charges over Term	Role in delivery of the Services
*****	***** *****	*****	*****	*****
*****	*****	*****	*****	*****

Schedule 8

Data, Systems Handling and Security

Definitions

“BPSS”

means the Government’s Baseline Personnel Security Standard for Government employees available at:

www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf

“CESG”

is the United Kingdom government's national technical authority for information assurance, details of which can be found at:

<http://www.cesg.gov.uk/Pages/homepage.aspx>

“CESG IAP”

“CESG Information Assurance Policy Portfolio”

means the CESG Information Assurance policy Portfolio containing HMG policy and guidance on the application of ‘security assurance’ for HMG systems.

“CTAS”

“CESG Tailored Assurance”

is an ‘information assurance scheme’ which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks.

“CPA”

“CESG Product Assurance”

is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry.

“CCSC”

“CESG Certified Cyber Security Consultancy”

is CESG's approach to assessing the services provided by consultancies and confirming that they meet CESG's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors.

“CCP”

“CESG Certified Professional”

is a CESG scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors.

“CC”

“Common Criteria”

"Control"

the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria.

"Cyber Essentials"
"Cyber Essentials Plus"

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

Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.

"DFE Assets"

include but are not limited to DFE premises, IT systems and information with a classification up to confidential;

"DFE 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:

(i) which are supplied to the Contractor by or on behalf of the DFE; or

(ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or

(b) which are any Personal Data for which the DFE is the Data Controller;

"Data Processor", "Personal Data", "Sensitive Personal Data", "Data Subject", "Process", "Processing" and "Data Controller"

shall have the meanings given in the DPA;

"Departmental Security Standards"

means the DFE's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.

"Digital Marketplace / GCloud"

the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital

projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.

“EEA”

the European Economic Area;

“FIPS 140-2”

this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled ‘Security Requirements for Cryptographic Modules’. This document is the de facto security standard used for the accreditation of cryptographic modules.

“Good Industry Practice”
“Industry Good 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”
“Industry Good 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.

“GSC”
“GSCP”

means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at:
<https://www.gov.uk/government/publications/government-security-classifications>

“SPF”
“HMG Security Policy Framework”

This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.

IS5

this is HMG Information Assurance Standard No. 5 - Secure Sanitisation issued by CESG means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
the Need-to-Know principle is employed

“IT Security Health Check”
“Penetration Testing”

“Need-to-Know”

within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.

“OFFICIAL”

“OFFICIAL-SENSITIVE”

the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the ‘OFFICIAL–SENSITIVE’ caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.

“Security and Information Risk Advisor”

“CCP SIRA”

“SIRA”

the Security and Information Risk Advisor (SIRA) is a role defined under the CESG CESG Certified Professional Scheme 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;

“IT Security Health Check”

“Malicious Software”

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

“Security Plan”

the Contractor’s security plan.

1. The DFE is the Data Controller and the Contractor is the Data Processor.
2. Both Parties may handle Personal Data and shall comply with their legal obligations under the DPA.
3. The Contractor shall notify the DFE as soon as it becomes aware of any actual or potential data incident or breach of its obligations under the DPA in relation to any Personal Data processed as a consequence of undertaking the Contract.
4. If the Contractor is processing Personal Data as a Data Processor for the DFE as a consequence of undertaking the Contract the Contractor shall:
 - 4.1 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;
 - 4.2 Process the Personal Data only in accordance with instructions from the DFE (which may be specific instructions or instructions of a general nature as set out in the Contract or as

otherwise notified by the DFE to the Contractor during the Term);

- 4.3 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;
 - 4.4 take reasonable steps to ensure the reliability of any Personnel who have access to the Personal Data;
 - 4.5 obtain the DFE's prior written consent before transferring Personal Data to any Sub-Contractors or Associated Companies for the provision of the Services;
 - 4.6 ensure that all 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 paragraph 4;
 - 4.7 ensure that no Personnel publish or disclose any Personal Data to any third party unless directed in writing to do so by the DFE;
 - 4.8 notify the DFE within 2 Business Days if it receives:
 - 4.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 4.8.2 a complaint or request relating to the DFE's obligations under the DPA;
 - 4.9 provide the DFE with full cooperation and assistance in relation to any complaint or request made, including by:
 - 4.9.1 providing the DFE with full details of the complaint or request;
 - 4.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the DFE's instructions;
 - 4.9.3 providing the DFE with any Personal Data it holds in relation to a Data Subject (within the timescales required by the DFE); and
 - 4.9.4 providing the DFE with any information requested by the DFE;
 - 4.10 permit the DFE or any duly authorised representative of the DFE (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 DFE to enable the DFE to verify and/or procure that the Contractor is in full compliance with its data protection obligations under the Contract;
 - 4.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the DFE); and
 - 4.12 subject to paragraph 5, not Process or otherwise transfer any Personal Data outside the EEA.
5. If, after the Effective Date, the Contractor (or any Sub-Contractor) wishes to Process and/or transfer any Personal Data outside the EEA the Contractor shall:

- 5.1 submit a request for a Variation to the DFE which shall be dealt with in accordance with the Change Control Procedure;
- 5.2 set out in its request for a Variation:
 - 5.2.1 the Personal Data which will be Processed and/or transferred outside the EEA;
 - 5.2.2 the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the EEA;
 - 5.2.3 any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data outside the EEA; and
 - 5.2.4 how the Contractor will adequately protect (in accordance with the DPA and in particular so as to ensure the DFE's compliance with the DPA) Personal Data to be Processed and/or transferred outside the EEA.
- 6. If evaluating the request for a Variation pursuant to paragraph 5:
 - 6.1 the Parties shall consider current policies and guidance of the DFE, Government and the Information Commissioner's Office and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the EEA and/or overseas generally; and
 - 6.2 the Contractor shall comply with any instructions which the DFE may notify in writing.
- 7. Insofar as the Contractor processes Personal Data for its own administrative purposes, whilst undertaking the Contract the Contractor shall comply at all times with the DPA and shall not perform its obligations under the Contract in such a way as to cause the DFE to breach any of its obligations under the DPA.
- 8. The Contractor shall:
 - 8.1 employ appropriate organisational, operational and technological processes and procedures to keep DFE Data safe from unauthorised use or access, loss, destruction, theft or disclosure which comply with ISO/IEC 27001 as appropriate to the Services;
 - 8.2 not delete or remove any proprietary notices contained within or relating to DFE Data;
 - 8.3 preserve the integrity of DFE Data and prevent the corruption or loss of DFE Data;
 - 8.4 ensure that any files containing DFE Data are stored on the Contractor's secure servers and/or secured Contractor Equipment;
 - 8.5 ensure that DFE Data relating to the Contract is segregated from other data on its IT systems so that DFE Data can be securely deleted if required;
 - 8.6 not keep DFE Data on any Contractor Equipment unless it is protected by being fully encrypted and password protected and its use is necessary for the provision of the Services;
 - 8.7 ensure that any hard copy is destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste;
 - 8.8 perform secure back-ups of all DFE Data and ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the DFE at all times upon request;

- 8.9 not store or host DFE Data outside the United Kingdom or perform any ICT management or support without the DFE's prior written consent;
- 8.10 ensure that any DFE Data sent to any third party is:
 - 8.10.1 sent by CD or DVD;
 - 8.10.2 fully encrypted and password protected, with the password for files sent separately from the data;
 - 8.10.3 carried by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.
- 9. If DFE Data is held and/or processed by the Contractor, the Contractor shall supply DFE Data to the DFE as requested and in the format specified by the DFE.
- 10. If DFE Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the DFE may:
 - 10.1 require the Contractor at the Contractor's expense to restore or procure the restoration of DFEs Data as soon as practicable; and/or
 - 10.2 itself restore or procure the restoration of DFE Data and may invoice the Contractor for any reasonable expenses incurred in doing so.
- 11. If at any time the Contractor suspects or has reason to believe that DFE Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, the Contractor shall notify the DFE immediately and inform the DFE of the remedial action the Contractor proposes to take.
- 12. The Contractor shall comply, and shall procure that Personnel comply, with DFE's Security Standards as set out in the annexe to this schedule 8 and the Security Plan.
- 13. The Contractor shall ensure that the Security Plan fully complies with the DFE Security Standards.
- 14. The DFE shall notify the Contractor of any changes to the DFE Security Standards.
- 15. If the Contractor believes that a change to the DFE Security Standards will have a material and unavoidable effect on its costs it may submit a request for a Variation in accordance with the Change Control Procedure. Any request must include evidence of the cause of any increased costs and the steps it has taken to mitigate those costs.
- 16. Until a Variation is agreed pursuant to paragraph 15 the Contractor shall continue to perform the Services in accordance with its existing obligations.
- 17. The Contractor shall use the latest versions of anti-virus definitions available to check for and delete Malicious Software from the [Contractor's](#) ICT.
- 18. Notwithstanding paragraph 17, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption DFE Data, assist each other to mitigate any losses and to restore the Services to their maximum operating efficiency.
- 19. Any cost arising out of the actions of the Parties taken in compliance with paragraph 18 shall be borne:
 - [19.1](#) by the Contractor if the Malicious Software originates from the Contractor's software, any software owned by a third party or DFE Data whilst under the control of the Contractor; and

19.2 by the DFE if the Malicious Software originates from the DFE's software or DFE Data whilst under the control of the DFE.

Departmental Security Standards

12. Departmental Security Standards for Business Services and ICT Contracts

“BPSS” “Baseline Personnel Security Standard”	a level of security clearance described as pre-employment checks in the National Vetting Policy.
“CESG”	is the UK government's National Technical Authority for Information Assurance. The website is http://www.cesg.gov.uk/Pages/homepage.aspx
“CESG IAP” “CESG Information Assurance Policy Portfolio”	means the CESG Information Assurance policy Portfolio containing HMG policy and guidance on the application of ‘security assurance’ for HMG systems.
“CTAS” “CESG Tailored Assurance”	is an ‘information assurance scheme’ which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks.
“CPA” “CESG Product Assurance”	is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry.
“CCSC” “CESG Certified Cyber Security Consultancy”	is CESG's approach to assessing the services provided by consultancies and confirming that they meet CESG's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors.
“CCP” “CESG Certified Professional”	is a CESG scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors.
“CC” “Common Criteria”	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria.

<p>"Cyber Essentials"</p> <p>"Cyber Essentials Plus"</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p>
<p>"Data"</p> <p>"Data Controller"</p> <p>"Data Processor"</p> <p>"Personal Data"</p> <p>"Sensitive Personal Data"</p> <p>"Data Subject", "Process" and "Processing"</p>	<p>shall have the meanings given to those terms by the Data Protection Act 1998</p>
<p>"Department's Data"</p> <p>"Department's Information"</p>	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
<p>"DfE"</p> <p>"Department"</p>	<p>means the Department for Education</p>
<p>"Departmental Security Standards"</p>	<p>means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.</p>
<p>"Digital Marketplace / GCloud"</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.</p>
<p>"FIPS 140-2"</p>	<p>this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules.</p>
<p>"Good Industry Practice"</p> <p>"Industry Good Practice"</p>	<p>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.</p>

<p>“Good Industry Standard”</p> <p>“Industry Good Standard”</p>	<p>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.</p>
<p>“GSC”</p> <p>“GSCP”</p>	<p>means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications</p>
<p>“HMG”</p>	<p>means Her Majesty’s Government</p>
<p>“SPF”</p> <p>“HMG Security Policy Framework”</p>	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.</p>
<p>“ICT”</p>	<p>means Information and communications technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution</p>
<p>IS5</p>	<p>this is HMG Information Assurance Standard No. 5 - Secure Sanitisation issued by CESG</p>
<p>“ISO/IEC 27001” “ISO 27001”</p>	<p>is the International Standard for Information Security Management Systems Requirements</p>
<p>“ISO/IEC 27002” “ISO 27002”</p>	<p>is the International Standard describing the Code of Practice for Information Security Controls.</p>
<p>“ISO 22301”</p>	<p>is the International Standard describing for Business Continuity</p>
<p>“IT Security Health Check”</p> <p>“Penetration Testing”</p>	<p>means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.</p>
<p>“Need-to-Know”</p>	<p>the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.</p>

<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>1 the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>the ‘OFFICIAL–SENSITIVE’ caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.</p>
<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA”</p> <p>“SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the CESG CESG Certified Professional Scheme</p>

- 12.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 12.2. Where the Contractor will provide ICT products or Services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - [Action Note 09/14](#) 25 September 2014, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 12.3. The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 12.4. Departmental Data being handled in the course of providing the ICT solution or service must be segregated from other data on the Contractor’s or sub-contractor’s own IT equipment to both protect the Departmental Data and enable it to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 12.14.
- 12.5. The Contractor shall have in place and maintain physical security and entry control mechanisms (e.g. door access) to premises and sensitive areas and separate logical access controls (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.

- 12.6. The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 12.7. Any electronic transfer methods across public space or cyberspace, including third party provider networks must be protected via encryption which has been certified to a minimum of FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 12.8. Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 12.10 and 12.11 below.
- 12.9. Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department.
- 12.10. All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department
- 12.11. Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure waste paper organisation.
- 12.12. When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 12.13. At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed in accordance with the current HMG policy (HMG IS5) using a CESG approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

- 12.14. Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a “need-to-know” and the appropriate level of security clearance, as required by the Department for those individuals 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)
- 12.15. All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 12.16. The Contractor shall, as a minimum, have in place 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. An incident shall be defined as any situation that might be, or could lead to, a disruption, loss, emergency or crisis. When a certificate is not available it shall be necessary to verify the ongoing effectiveness of the ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures, to the extent that the Contractor must have tested/exercised these plans within the last 12 months and produced a written report of the test/exercise, outcome and feedback, including required actions.
- 12.17. Any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, or any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 12.18. 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 shall be subject to an independent IT Health Check (ITHC) using a CESG approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 12.19. The Contractor or sub-contractors providing the service will provide the Department with full details of any actual storage outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management or support function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 12.20. The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor’s, and any sub-contractors, compliance with the clauses contained in this Section.
- 12.21. 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.

Schedule 9
Commercially Sensitive Information

Schedule 10 The Contractor's Solution

Refugee Council

The Refugee Council has been assisting asylum seeking and refugee children (including trafficked children) since 1994 and throughout this time has been supporting, advising and delivering workshops and training to front line practitioners. Since 1994 they have held the Home Office grant for delivering advice and support to unaccompanied children and those who care for them. Their training and advice is based on direct experience of working with tens of thousands of unaccompanied children, and with the professionals who are involved in their care (including foster carers, support workers, social workers and Independent Reviewing Officers). The organisation has extensive experience of working with other professionals in this sector, for example with legal representatives, Home Office officials, police, the criminal justice system, and other NGOs. This knowledge and experience ensures that the organisation delivers excellent training of high quality and depth, with the ability to engage with a wide range of audiences and offer accurate and relevant responses to queries and concerns. As an example, last year the Refugee Council delivered training to 24 local authorities across England, three support provider organisations, and two foster care groups. In addition to this they delivered talks to other groups of stakeholders, and lectured at universities in England and Germany. Much of the delivery to local authorities is commissioned on a repeat basis by authorities who value the quality of the training provided.

ECPAT UK has been delivering safeguarding training on child trafficking for around 20 years and is the leading expert on delivering training to frontline workers on the issues affecting this cohort of children. ECPAT UK is unrivalled in its specialist knowledge of child trafficking and is regularly called upon to provide training and consultancy related to this specialism, including recently:

- Being appointed chair of the Home Office's Child Trafficking Task & Finish Group
- Being selected as one of eight NGOs to sit on the Modern Slavery Strategic Implementation Group
- Advising the Modern Slavery Unit on its public awareness campaign on modern slavery in 2014
- Providing oral and written evidence to the Modern Slavery Bill Committee and House of Lords inquiry into Unaccompanied Migrant Children in the EU
- Sitting on the expert reference group for the Modern Slavery Act statutory guidance
- Sitting on the expert reference group for the revision of the statutory guidance on the Care of Unaccompanied/Trafficked Children
- Evaluation of the 2015 evaluation of the Child Trafficking Advocates pilot in 23 local authority areas
- Making conclusive grounds decision on children's cases in the ongoing National Referral Mechanism pilot
- Delivering Home Office training to participants in the National Referral Mechanism pilot

This research and policy expertise means that ECPAT UK has an up-to-date and thorough understanding of the distinct needs facing children from abroad, including the risk of trafficking and the impact of exploitation on their support needs. We published the first research on child trafficking in the UK in 2001, which highlighted the risk of trafficked children going missing from local authority care placements. Since then we have developed a training programme directly based on the experiences of children who have been trafficked to the UK for various forms of exploitation in order to equip those who work with them to respond effectively to their needs and to prevent re-trafficking and missing. For example, in 2007, ECPAT UK was granted [REDACTED] from the Department for Education and Skills to develop a comprehensive national training programme on safeguarding child victims of trafficking.

All of our training courses are based on our experience of working with children and young people from abroad who have been trafficked, as well as our 20 years of engaging with the professionals who support these children. The courses have been designed to reflect the diversity of training needs and to develop knowledge in specific areas. Regular courses in the past three years have included:

- *Child Trafficking, Exploitation and Modern Slavery*
- *Safe Accommodation for Child Victims of Trafficking*

- *The Modern Slavery Act 2015*
- *How to Identify and Respond to Child Labour in Supply Chains*
- *Specialist Police Training: Investigating Child Trafficking*
- *Safeguarding Children: Child Exploitation through the Use of Juju and Witchcraft*

We have also been commissioned to deliver bespoke training on child sexual exploitation and age assessments for unaccompanied children. Many local authorities, airports, NGOs and other bodies commission our training annually. Feedback consistently shows that trainees value the input from young people, which we ensure is embedded in the training programme. Where possible, we try to engage young people through our Youth Group to help us deliver elements of the training in order to ensure those being trained have a real and genuine understanding of the impact of trafficking. To ensure young people's voices in our training, we developed two short films, made by children trafficked to the UK about their experience. One was specifically designed for foster carers (*In Our Shoes*, 2007) to improve practice of those accommodating victims.

For example, a recent training package delivered to the UK Border Force about the impact of child trafficking on young people received a rating of 93%. Comments included:

'It humanised the entire course and made it very real. I learnt some very valuable lessons from her experience and feel it very inspired to try my hardest to do what I can do to prevent it happening to anyone else.'

'This was the best part of the course, very important and made it real'

'Do not stop using ECPAT, they were very useful. Good to meet a real PVOT [potential victim of trafficking]. Better than slides, gives you an idea of what you're dealing with.'

'I really believe having a young person sharing her story is really inspiring. It is nice to share stories and hearing case studies, however when actually meeting her, it makes it all very real and makes you realise the consequences and important of our work and makes it all worthwhile when you hear first-hand from someone who has experienced it herself, her story.'

Over the past three years, ECPAT UK has been funded by Comic Relief (██████████) to deliver child trafficking training to frontline professionals. In this time, we have trained more than 1,064 people face to face via 91 training courses. We have also developed many partnerships to deliver training (including with the Metropolitan Police trafficking unit).

ECPAT UK courses have been delivered to include (this is not an exhaustive list):

- | | |
|---|---|
| • BACA (specialist accommodation provider for unaccompanied children) | • Camden Children's Services |
| • Ethelbert Fostering | • Merton Children's Services |
| • Hackney Children's Services | • Richmond Children's Services |
| • Hammersmith and Fulham Children's Services | • Metropolitan Police |
| • Harrow Council Children's Services | • Royal London Borough of Greenwich Children's Services |
| • Hertfordshire County Council Children's Services | • Solihull MBC |
| • Hillingdon Children's Services | • Somerset County Council Children's Services |
| • Kent County Council Children's Services | • Suffolk County Council Children's Services |
| • Lambeth CYPS | • Supported Fostering Services |
| • London Asylum Seekers Consortium (LASC) | • Sutton and Merton Community Services |
| • Bexley Children and Families | • Tower Hamlets Children's Services |
| | • UK Border Force & UKVI |

- Wandsworth Children's Services
- Warrington Borough Council Children's Services
- Westminster Children's Services
- West Yorkshire Police (specialist trafficking unit and serious crime divisions)

We recently partnered with Virtual College to create a CPD-accredited e-learning tool (*Trafficking, Exploitation and Modern Slavery*) for frontline practitioners, which was developed in partnership with West Yorkshire Police and safeguarding boards. This has been completed by 371 practitioners so far (launched in July 2016).

ECPAT UK sits on the UK Modern Slavery Training Delivery Group, which reports to the UK Modern Slavery Threat Group and is helping to develop a national strategy on training for England. Prior to this, we sat on the Home Office Trafficking Training Sub-Group and were part of a small group that helped to develop six new National Occupational Standards relating to modern slavery.

ECPAT UK's training programme was recently independently evaluated. This found that:

"The impact of the training programme has been wide-ranging and exceeded that proposed in the initial grant application in terms of the number of professionals influenced, the number of training sessions delivered and the perceived impact on those who attended. The evidence shows that training delivered is of an extremely high quality and there is a strong indication from professionals attending, that ECPAT UK are experts in this field of knowledge."

Training aim one: Improve professionals' understanding of child trafficking. The evaluation concluded that *"without exception, those who had completed the forms indicated an improvement in their understanding after attending the course"*.

Training aim two: Increase professionals' confidence in working with victims of child trafficking.

The evaluation confirmed that delegates' confidence increased by 36% as a result of the training and stated that *"given the number completing the assessment forms this represents a significant statistical improvement."*

Training aim three: Professionals have increased confidence to appropriately safeguard and protect children.

81% of delegates indicated "yes" when asked if they had increased confidence to appropriately safeguard and protect children as a result of attending the course. On average, delegates reported an increase of 22% when self-assessing their confidence levels pre and post- course attendance.

Training aim four: Professionals are able to identify changes in their own practice that will better respond to the specific needs of children who may have been trafficked.

"Delegates said they would change their practice in response to the training, and follow-up phone calls confirmed that they had actually changed their practice."

A. Experience of delivering training in a short timeframe

The Refugee Council has the knowledge and experience in house which enables it to deliver training in a short time frame. Requests for training often come at short notice, when an organisation or authority identifies that it needs support and information in this field, and the Refugee Council is agile in responding to these requests.

ECPAT UK is experienced in both developing and delivering training in a short time frame.

At the end of June 2015, ECPAT UK was selected to co-deliver training (with the NGO Unseen) on modern slavery for the National Referral Mechanism pilot, in which ECPAT UK was responsible for providing the child expertise required to enable frontline workers to identify victims of trafficking:

- Between August and October 2015 (three months), free training was delivered by Unseen and ECPAT to a total of 188 professionals. This included:
- 90 Multi-Disciplinary Panel members and 98 Slavery Safeguarding Leads (SSLs)

- The training content had to be developed very quickly (within a month) with the Home Office, and delivery began in August. There was a very short window for preparation between securing the contract and delivery of the contract

The two separate courses had to be provided in two key regions to a multi-agency audience: West Yorkshire and the South West of England (in multiple locations in each). The training required in-depth knowledge of the legal obligations around victim protection, the NRM system, the Modern Slavery Strategy and of identification of child victims (indicators, definitions, safeguarding, disclosure, consent, case studies, thresholds, missing, re-trafficking, etc). Levels of awareness varied massively across the multi-agency groups (police, social workers, NGOs, health) and so we had to be flexible enough to adapt the training every time in order to ensure a consistent approach and shared understanding. For example 69% of the SSLs in the South West had no prior experience of the NRM.

Evaluation¹ found that

- knowledge of the SSL role increased by 132% following the training
- On average (out of 5), participants indicated that trainer knowledge was good (4.54), that the trainers were informative and approachable (4.60). Participants felt the exercises were effective (4.30).

B. Relevant experience with local authorities and placement providers for UASC.

The Refugee Council has worked with local authorities and placement providers for over 20 years. Their involvement covers a very wide array of experience, from everyday working with social workers, foster carers and support workers to meet the needs of individual children, to providing semi-independent accommodation to 16 and 17 year olds in partnership with a London borough, to previously managing the 'London rota', to providing Drop-In services, surgeries, and a national email and telephone advice line for children and professionals. We have worked with local authorities across the country to tailor support to the needs of children in the area, from provision of a welcome facility for children at the port of Dover, to briefings for all newly arrived children in reception centres in Kent, to legal surgeries for children in the Hertfordshire and Bedfordshire areas.

ECPAT UK

ECPAT UK has a long history of working with local authorities and support providers for unaccompanied children, both in terms of direct engagement, research and partnerships. In addition to providing training, we currently provide expertise via various local multi-agency groups working alongside local authorities, including:

- The London Local Safeguarding Children Board Child Trafficking Group
- London Councils Child Sexual Exploitation Group
- The Kent and Medway Trafficking Children and Sexual Exploitation Sub-Group
- The Hillingdon Trafficking, Exploitation & Runaways Sub-Group
- West Midlands Regional Organised Crime Unit Trafficking Group
- National Police Chiefs Council, Missing Persons Expert Delivery Group
- Metropolitan Police Pan-London Trafficking Forum

We have a history of engaging local authorities and placement providers in our research in order to develop best practice on working to identify the risks and impact of exploitation. For example:

- In 2009, it developed and piloted with London Councils the London Trafficking Toolkit & Guidance with several London boroughs in order to improve identification of child victims of trafficking
- In 2007, an ECPAT UK study in the North West, North East and Midlands revealed that up to 60% of trafficked children were going missing from care
- In 2008, it worked with the British Association of Adoption & Fostering to publish leaflets for foster carers who were accommodating trafficked children from abroad
- In 2011, it published 'On the Safe Side', a practical list of principles about the safe accommodation of child victims of trafficking based on interviews/roundtables with social care professionals and victims themselves
- In 2011, it also assisted Harrow Council to develop good practice to help professionals meet the needs of trafficked children in care

In November 2015, it began a major new piece of research to better understand the risk of unaccompanied and trafficked children going missing from care (see Section 2D)

C. The skills and experience of trainers

Our trainers are some of the most experienced professionals in the UK and possess the most in-depth and comprehensive understanding of the issues surrounding unaccompanied children seeking asylum and child victims of trafficking within the sector. All of our trainers work directly with unaccompanied asylum seeking children and child victims of trafficking so are ideally placed to contextualize and present clear evidentiary recommendations on preventing young people from going missing from care.

The importance of having on-the-ground experience of the complex issues these young people face is invaluable in terms of content development and impact which can be conveyed to trainees. During delivery this experience means that they can answer any questions Support Workers or Foster Carers might have based on their own knowledge, not simply guidance. Trainers have all worked directly with Foster Carers in various Local Authorities and understand how to navigate policies and procedures relevant to their roles as well as detailed experiential knowledge of policy and practice. They will have a combined approach, utilizing their experiential expertise as well as up to date research on UASC and child trafficking victims going missing from care by working in close collaboration with ECPAT's highly respected policy and campaigns department. Our trainers are also highly experienced delivering training to a vast range of professionals who come into contact with unaccompanied asylum seeking children such as Social Workers, Solicitors, Police, Foster Carers, Key Workers, NGO workers and Health Care. They possess the qualities which enable learning, developed as session trainers, teachers and educators; employing a variety of effective training methods.

Our trainers have substantial experience in:

- Supporting UASC and child victims of trafficking through 1:1 advocacy (criminal, welfare, immigration, health, education, etc)
- Training Foster Carers and support workers on working with UASC
- Providing support groups to trafficked children
- Involving trafficked young people in delivery of training
- Liaising with Foster Carers over the care of UASC / trafficked children
- Delivering training across the UK and internationally
- Working in a multi-agency setting to safeguard UASC and children at risk of trafficking
- Direct experience of supporting children who go missing from care and are at risk of trafficking and developing best practice in prevention

A. How specific learning needs of foster carers and support workers will be met

“We have had trafficked children go missing from foster care and supported accommodation (even those with overnight support). When a child is under a lot of pressure to follow instruction they will literally do anything to get away. We have seen them take the first opportunity to leave, whether that be during a shopping trip, out of a window, middle of the night.” – Local Authority Social Worker via ECPAT online survey, 2016

The Foster Carer's/support worker role is to provide high quality care for the child entrusted to their care. Caring for the basic needs of children and young people and providing a secure base for children and young people becomes more complicated when a young person comes from a different cultural background, as is the case with many UASC foster placements. Specifically, the gaps in knowledge of foster carers when caring for UASC primarily relate to:

- Safer caring practices within the home
- Safeguarding awareness and ensuring that the child is not at risk
- Identifying indicators of trafficking/modern slavery
- Religious, language and cultural differences
- Immigration processes
- Caring for what could be a traumatised young person/Understanding the impact of being unaccompanied

Safeguarding young people from abroad is particularly complex and varied, and presents considerable challenges to all those working with this cohort of children. Foster carers/support workers play a key role in protecting children and preventing ongoing exploitation/missing. In order to do this effectively, they require, at a minimum, basic awareness and knowledge of the key issues and risks facing this group of children and the tools with which to respond effectively in a multi-agency context.

All unaccompanied children are inherently vulnerable, due to their lack of parents/guardians, and many will have travelled over long periods of time and suffered abuse/hardships in their countries of origin and on their journeys. It is not known exactly how many unaccompanied children are trafficked, but it is certain that their separated status means they are particularly vulnerable to exploitation. The 2016 National Referral Mechanism statistics reveal that 982 children in 2015 were suspected as having been trafficked and a significant number of these were non-EU nationals who were unaccompanied. Europol has also highlighted the ongoing risk to children in Europe to unaccompanied children who may fall prey to traffickers and who go missing from care placements.

- In 2015 there were 3,043 asylum applications from children, with several countries accounting for the majority of applications (Eritrea, Afghanistan, Albania, Iran, Syria, Vietnam, Iraq, Sudan).
- Around 62% are aged 16-17 and the vast majority are male (90%).
- ECPAT UK research has shown that up to 60% of trafficked children go missing from care placements, many of whom are never found.

Department for Education statistics estimate that there are just over 4,000 unaccompanied children in care at the latest count. A majority of these will be in foster care or in supported care placements. A handful of local authorities have traditionally accommodated the majority of these children, yet the Immigration Act 2016 has now given rise to a transfer protocol, which allows children to be ‘dispersed’ to other local authorities who will have responsibility for their care. This will mean that many unaccompanied children will be placed in areas that do not have an historical knowledge or experience of accommodating this group of children, which have distinct, varied and complex needs. Via our established networks across the UK, we will target delivery of the four-hour training sessions in the regions where experience of accommodating unaccompanied children is low. In linking with our well-known contacts in the Strategic Migration Partnerships, we can meet identified commissioned training need on a planned basis within a defined framework of training standards.

The work of the Refugee Council, ECPAT UK and Simply Fostering Consultancy has identified key issues/concerns with practice in this area, including (but not limited to):

- No or little awareness of trafficking indicators/identification processes/impact of exploitation
- Inexperience in working with children from different cultural backgrounds and who may be suffering from mental health issues/trauma
- Lack of practical tools/resources to help prevent exploitation and missing
- Lack of knowledge of the rights and risks affecting unaccompanied/trafficked children

This is backed up by academic research, which shows that only a third of foster carers feel well-prepared for their first placement of this kind². Research has shown that a quarter of trafficked children have post-traumatic stress disorder (PTSD) and many suffer from depression, as well as other related issues that may contribute to placement breakdown and missing. The project partners have a deep understanding of the needs (mental health, physical health, immigration, education, support) of this cohort of children once they enter the care system, as well as the challenges they face and support they need to remain 'visible' to authorities, grow in resilience and to stay safe.

We believe that Foster Carers/Support Workers can play a key role in reducing the vulnerability of these children and increasing their resilience. The combined expertise of our organisations in working with unaccompanied and trafficked children will enable us to deliver quality, practical training to the target group that will improve practice and impact positively on the lives of children.

Through our training programme, we will embed a set of developmental standards to set a high level of learning and practice for foster carers and support workers, based on a combined experience of working with unaccompanied children totalling more than 80 years. The standards we will set are adapted from the *National Training and Development Standards for Foster Carers* (Department For Education, 2012) and will be in accordance with existing relevant practice guidance (including *Safeguarding Children Who May Have Been Trafficked*, 2011). These will frame all learning delivered, and provide for a template of judging the quality of service delivery and learning outcomes achieved.

As part of a national strategy, supported by the Department for Education, we believe the training programme will facilitate the aims of the TSDS: to raise the profile of foster carers as valued professionals and to improve and standardise service provision for looked after children. To ensure these standards are met, the project will be delivered in partnership with Simply Fostering Consultancy, which provides training, recruitment and development services to local authorities and independent foster care agencies around the UK, and has more than 20 years' experience in foster care.

The programme will have young people's experiences and voices at its heart, as is the case with existing training provided by the project partners. We believe that our combination of specialist experience in this field – delivered with the assistance of young people who have been trafficked from abroad (providing expertise in 10 out of 40 projected face to face training sessions and producing a short film about their experiences to inform all sessions in the programme) will deliver a bespoke and unique learning experience that can transform practice.

Current research by ECPAT UK into the number of unaccompanied/trafficked children going missing from care has shown worrying rates of these children going missing and being exploited. It is therefore imperative that foster carers/support workers are equipped with the knowledge and resources to effectively support these children to live safe and fulfilling lives.

B. The quality of resources provided to each trainee to enable knowledge and skills to be shared after the training

The issues affecting unaccompanied/trafficked children are diverse. Trainers in the project have unrivalled experience of working with this group of children and will be able to share this experience with face to face learners through interaction, case studies and Q&As. We firmly believe that this is the required model to deliver quality,

² Wade et al (2009) *Fostering Unaccompanied Asylum-Seeking Young People*, A research project

effective training, as opposed to a 'train the trainer' type scenario, which in our experience often sees experienced trainers deliver training on an issue in which they have little or no practical experience or depth of knowledge to engage learners and share experiences. This can seriously denigrate the quality of training, and as such we think it inappropriate for training that relates to highly vulnerable young people. Our trainers will be consistently up to date with relevant changes in legislation/policy and practice and so can ensure all training is at the desired standard, which cannot be achieved with a train-the-trainer model.

It is important that learners are able to access resources after attending training or after completion of the e-learning tool, particularly as many of the issues will only be covered at a basic level, due to the complexities of the issue and time constraints.

Each learner will be given:

- A **printed training pack** that includes a session plan, a background paper 'setting the scene' with statistics and facts/contact details of relevant agencies, an FAQs booklet on child trafficking, experiential case studies and a copy of the presentation (as well as evaluation forms/certificates on completion). These resources will enable trainees to participate fully on the day with the concepts presented, encouraging note-taking in order to develop ideas (Face to face only)
- **Access to a dedicated online resource** from which a variety of resources will be able to be downloaded for free; including key statutory guidance, research, practice guidance and key contacts. This link can be shared with peers and other family members, enabling an open sharing platform of resources which anyone can access and download from.
- Following face-to-face training, all learners will also be given **free access to ECPAT UK/Virtual College's recently developed specialist e-learning programme**, which aims to enable an understanding, combating and helping adults/children who are being trafficked, exploited or used in modern slavery. It examines different types of exploitation, how individuals become victims of abuse and what actions professionals should take to recognise victims and help them. This course has been developed with West Yorkshire Police, safeguarding boards and ECPAT UK and is designed for any professional who may come into contact with children, young people, or adults who may have been trafficked. This course includes links to all relevant guidance/best practice and will provide a privately accessed resource for the learner (and their partner/family) to refresh their knowledge on the issue post-training, clarify any issues and signpost to further learning and support/advanced training. The current cost of the e-learning tool is £30+VAT per licence, however, this would be provided to learners free of charge. This will be a valuable asset for all learners post-training and can be taken repeatedly. It also provides information about adult trafficking, which will not be covered in the face to face training.
- All learners will be able **to access telephone and email support and advice from the Refugee Council**, 09.00 to 17.30 Monday to Friday to enable follow up for any ongoing queries about the training, the issues raised, their practice or specific case-based questions delegates

C. How training will be quality assured

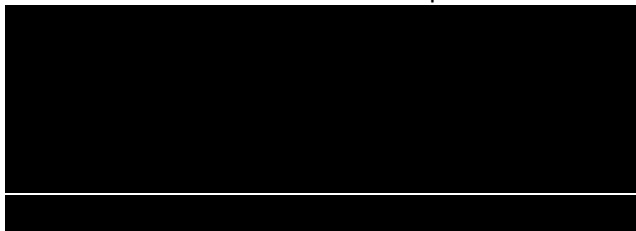
Refugee Council, ECPAT UK and Virtual College are highly experienced in developing and providing training of the highest standards. ECPAT UK has met criteria and their workshops and training courses are in line with the National Occupational Standards developed by [UK Commission for Employment and Skills \(UKCES\)](#) assisted by ECPAT UK.

CPD

Our course will be CPD (Continued Professional Development) Certified to ensure quality. Accredited CPD training means the learning activity has reached the required CPD standards and benchmarks. The learning value has been scrutinised to ensure integrity and quality. The CPD Certification Service provides recognised independent CPD accreditation compatible with global CPD standards and enables learning to become conscious and proactive, rather than passive and reactive.

Expert Panel

The training resources and content will be developed by our ECPAT UK, Refugee Council and Simply Fostering along with an external expert panel to ensure recommendations are based upon most up to date research and best practice standards.. The full membership is to be confirmed but will include:



Evaluation

Evaluation via pre and post training course evaluation forms will be ongoing throughout the training programme. This data will be fed back to DfE on a monthly basis and this will function as iterative evaluation that can be used to tweak training as the programme progresses. As part of monitoring and evaluation, the training programme will be independently assessed by an external evaluator which will continuously feed into the program to target any areas raised for improvement and adjust as needed.

ECPAT UK's Training Programs independent evaluation states: *the evidence shows that training delivered is of an extremely high quality and there is a strong indication from professionals attending, that ECPAT UK are experts in this field of knowledge.*

D. How the evidence base of what works to prevent UASC being trafficked or going missing will be used in the training

The Refugee Council has worked with trafficked children since 1994 as part of their wider work with unaccompanied children, and has run specialist projects for trafficked children for over 10 years. Their cumulative experience of direct work with children who are at risk of going missing, or who have gone missing, alongside their knowledge of research and good practice guidance (see above) gives them a combination of thoroughly grounded theoretical and practical knowledge to share with practitioners, and gives them the ability to respond effectively to concerns raised by other practitioners.

Our experience has shown that trafficking is a very complex area, which can present in a multitude of ways (in terms of nationality, exploitation type, historical abuse, impact, ongoing support needs). Therefore, any training delivered will need to be able to instil, in a short period of training time, a basic but robust level of understanding, which is backed up by quality training resources and ongoing support/additional learning.

As previously mentioned, ECPAT UK is in the process of conducting a major piece of research exploring the scale of which unaccompanied/trafficked children going missing from care (many of whom are in foster care placements) and looking at solutions to reduce this risk and prevent re-trafficking.

The year-long research, in partnership with Missing People, will be published in autumn 2016 and is made up of multiple elements:

- FOI requests to around 250 local authorities to ascertain the true number of children going missing (with detailed demographic questions about the nationality, gender, age, frequency of missing episodes)
- Roundtables with frontline professionals (social workers, placement providers, foster carers, police, lawyers, NGOs) to understand the key issues facing children in care
- A survey of 300 frontline professionals to understand the challenges and best practice from the frontline
- Three workshops with current/former unaccompanied children (many of whom are victims of trafficking) to understand what risks they faced, what helped to reduce these risks, and their recommendations

The research will better establish how many unaccompanied and trafficked children go missing from care, explore why this happens and make key recommendations in order to reduce the risk.

If successful, ECPAT UK and its partners would share the (as yet) unpublished findings of this project in order to develop training for foster carers and placement providers. Therefore, the training provided by this partnership would be unrivalled in its use of current data, analysis of issues facing unaccompanied children and targeted recommendations for best practice.

For more than eight years ECPAT UK has provided youth groups for trafficked young people across London (with referrals coming to us from local authorities and placement providers). Our experience of working with children from many countries means we have a breadth of knowledge about their cultural needs, as well as the impact of migration and trafficking that feeds into our training.

Research has shown that a quarter of trafficked children have post-traumatic stress disorder (PTSD) and many suffer from depression, as well as other related issues that may contribute to placement breakdown and missing. We currently support 31 young trafficking victims to build their confidence, life skills and social networks so that they can move beyond their abuse and live independent lives. This means we have a deep understanding of the needs (mental health, physical health, immigration, education, support) of this cohort of children once they enter the care system, as well as the challenges they face and support they need to remain 'visible' to authorities, grow in resilience and to stay safe.

As part of our wider Youth Programme, we hold consultations with young people to understand the complex needs and challenges of young people who have been trafficked. This feeds into all areas of our work, including campaigns, policy, research and training. Two recent examples:

1. ECPAT UK held a workshop with our trafficked girls group and invited two Home Office officials (a case worker and a policy lead) to discuss immigration and trafficking. The workshop enabled young victims of trafficking to learn about the role of the Home Office and to ask questions. It also educated the Home Office staff about the impact of trafficking and to humanise what is can often be a complex and often distant issue.
2. ECPAT UK held a consultation with our girls/boys groups about their experience of foster care to ascertain what actions could be taken to help them to feel safe and reduce the risk of going missing

E. The learning outcomes for foster carers and support workers and how they will be achieved

By the end of the training, learners will be able to:

- Understand definitions/profiles of unaccompanied children seeking asylum/child trafficking and describe what is known about the present situation in the UK, including the Transfer Protocol
- Be aware of the rights of unaccompanied children/child victims of trafficking in the UK and have a deeper understanding of the culturally specific needs of young people from abroad
- Demonstrate a greater understanding of the core practice issues/risks affecting separated children seeking asylum and child victims of trafficking (types of exploitation, ritual abuse, age disputes, etc)
- Be able to identify key actors/processes for the child (immigration; health; education; criminal; etc)
- Identify indicators of child trafficking and know how to report concerns, including understanding the National Referral Mechanism process
- Recognise the impact of trafficking on victims and have a greater understanding of how to respond to these specific needs
- Demonstrate a greater understanding of the core practice issues in identifying and protecting children who may have been trafficked, including safe and appropriate placements/transition to adulthood, and balancing risks and rights, with reference to care planning and risk assessments in a multi-agency framework
- Apply practical support to prevent unaccompanied/trafficked children from going missing from care placements

These outcomes will be achieved by providing a face to face training course (to approx 600 learners), set over approximately four hours, delivered by one of the expert trainers from the Refugee Council or ECPAT UK, both of whom are highly experienced in working with unaccompanied children and in delivering training on related issues. In a quarter of trainings, a young adult who is a victim of trafficking and has been in local authority care, will assist in delivering elements of the training. In the other training sessions where this is not possible due to capacity, the training will be supplemented by a short film, made by the ECPAT UK Youth Groups about their experience of foster care/supported living, including their suggestions for best practice in reducing risk and improving satisfaction with placements.

The interactive course will be structured to ensure it covers the relevant definitions and broad profiles relating to unaccompanied/trafficked children and will explain the current context with regard to the Transfer Protocol. Learners will be taught about the needs and challenges facing this cohort of children and provided with practical, case-based examples of how to respond from a child right's perspective.

The course will include practical exercises in how to identify indicators of trafficking/risks of missing (based on real-life case studies) and how to respond to disclosures of abuse in line with safeguarding procedures. The role of the foster carer/support worker will be explored in the context of multi-agency working to protect the child, identifying key stakeholders, their roles and how best to practically build resilience, reduce social isolation and prevent exploitation.

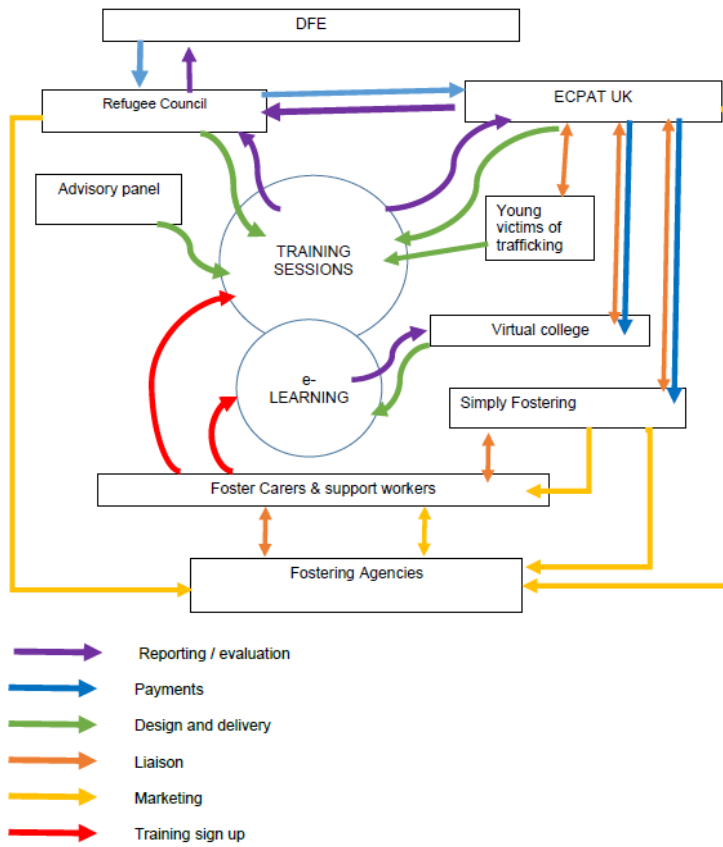
A 'test' training will be delivered to a small group of stakeholders/expert advisory panel before roll-out to assess the quality and impact of the training. This will be followed by an iterative process of monitoring and evaluation that will enable the project partners to develop/enhance the training throughout the six months, with the ambition to roll out the programme more widely, should funding be made available. Feedback from participants will be collected before and after each session, as well as from after completion of the e-learning tool.

It is anticipated that around 600-800 e-learning tool licences will be shared with foster carers/support workers that cannot be reached via face to face training in the time period specified. This will mean that a further 600-800 individuals will be trained at no cost to them on core concepts, definitions and issues via the specialist e-learning tool (currently worth £30+VAT on the open market).

2. Project Plan

A. A realistic and achievable plan for recruitment and delivery **weighting = 5**

The diagram below explains how communications will be organised within this project.



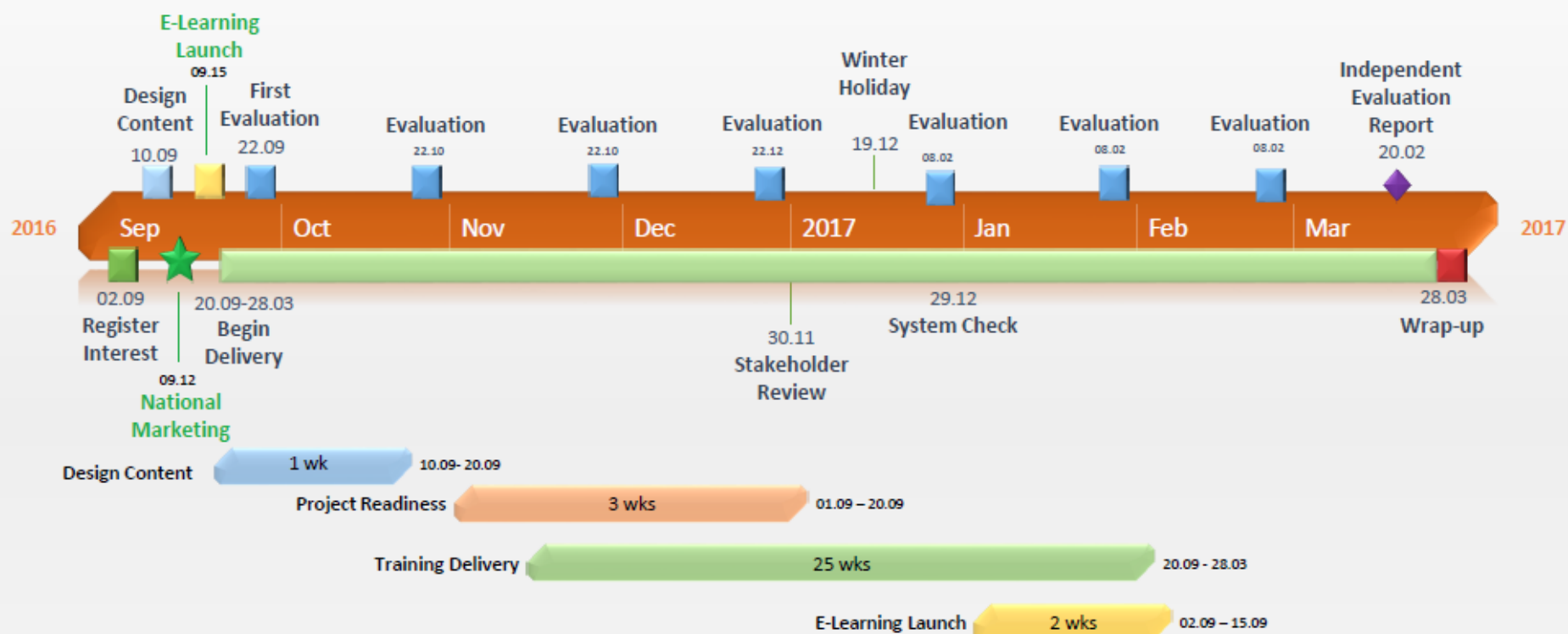
Task	Responsible partner	Details
Project management – Leading project	Refugee Council	Receiving and administering payments; reporting to DfE on progress, spending and feedback
Project Management - coordination of partners	Refugee Council, ECPAT UK	Refugee Council is responsible for ensuring that ECPAT UK reports to them on time; ECPAT UK is responsible for liaising with Simply Fostering, Virtual College, young people and the Advisory Group
Content	Refugee Council ECPAT UK Simply Fostering Advisory Group Young people	Content of the training will be created by all partners.
Delivering training	Refugee Council, ECPAT UK Young people	Refugee Council will deliver 20 training courses ECPAT UK will deliver 20 training courses Young people will attend up to ten training courses
Admin / booking training courses / creating and posting training packs	ECPAT UK Refugee Council	Both Refugee Council and ECPAT UK will administer the booking of training courses. ECPAT UK will be responsible for booking venues and refreshments, and for the creating of training packs.
Finance – management of grant monies, invoicing, payments	Refugee Council	Liaising with DfE over invoicing, payments. Making payments to partners and subcontractors
Monitoring and evaluation	Refugee Council	Collating M&E data, sending to DfE and liaising with independent evaluation consultant
Youth work	ECPAT UK	Consulting young people and enabling them to participate in trainings. Making a short film.
Coordinating advisory group	ECPAT UK	Liaising with the advisory group
Reporting to funder	Refugee Council	Monthly and final reporting to DfE
Creating an e-learning tool	Virtual college & ECPAT UK	Hosting e-learning tool and providing access codes
Expert advice on Foster Carers	Simply Fostering	Providing consultancy to project and providing contacts for foster care sector

Communication plan: This table explains how we will communicate with local authorities and placement providers

Who	Function	History of contact	When to contact them	Channel of communication	Materials used
Strategic Migration Partnerships in each region.	Providing a link into local authorities and local providers. Providing real time data about transfer and locations of UASC.	Refugee Council have existing long term connections with SMPs through work with UASCs and with Gateway and Resettlement programmes.	September and ongoing.	Email, phone, face to face.	
Home Office.	Providing real time information about the transfer and locations of UASC. Supporting liaison with Strategic Migration Partnerships.	Refugee Council have held the Home Office national grant for work with UASCs since 1994 and have a close and ongoing relationship. This includes current ongoing discussion about the transfer programme.	September and ongoing.	Email, phone, face to face.	
Independent Fostering Agencies.	Raise awareness of training among Foster Carers and encourage them to attend free training.	Simply Fostering have a database of around 200 fostering agencies and foster carers.	All in September 2016, then targeted by locality as the training rolls out.	Email and follow up phone call.	E-flyer outlining risk to fostered children, highlighting training needs and how training addresses them; asking carers to register their interest in training. Hard copy materials dependent on budget; see budget notes.
Foster Care teams within	Raise awareness of training among Foster Care support	Simply Fostering have contacts with Foster Care teams across	All in September 2016, then	Email and follow up phone	E-flyer outlining risk to fostered children, highlighting training

Local Authorities.	workers and Foster Carers and encourage them to attend free training.	the country. In addition, Refugee Council and ECPAT to use their contacts to support this approach.	targeted by locality as the training rolls out.	call.	needs and how training addresses them; asking foster care teams as individual carers to register their interest in training. Hard copy materials dependent on budget; see budget notes.
Foster carers	Direct recipients of training, and champions for the training to encourage others to attend.	All three organisations have contacts with individual foster carers.	All in September, then targeted by locality as the training rolls out.	Email and phone call.	E-flyer outlining risk to fostered children, highlighting training needs and how training addresses them; asking them to register their interest in training. Hard copy materials dependent on budget; see budget notes.
Support workers	Direct recipients of training and champions for the training to encourage others to attend.	All three organisations have contacts with local authority and independent agency support workers.	All in September, then targeted by locality as the training rolls out.	Email and phone call.	E-flyer outlining the risk to unaccompanied and trafficked children, highlighting training needs and how training addresses them; asking them to register their interest in training.
Other eg Refugee Children's Consortium, British Association of Social Workers.	Networks and organisations which have contacts within the sector and can disseminate information about the training.	Refugee Council and ECPAT are very firmly embedded within the sector and have extensive contacts and networks.	All in September, then followed up as appropriate.	Email, network meetings and communications, social media.	E-flyer outlining the risk to unaccompanied and trafficked children, highlighting training needs and how training addresses them.

Foster Carer Training Project Planning



Communication plan

We will develop a comprehensive online marketing strategy, utilising the networks of the key project partners. This will involve:

- The development of an initial 'register your interest' flyer that can be emailed to local contacts in key regions to provide some notice of the forthcoming training and to secure 'warm' leads with regard to key locations where training can first be targeted.
- This would be followed up by tailored training e-leaflets, providing more detail about the training, training providers, locations, programme – and will be targeted for each area where training is to be delivered.]
- Further online marketing will be delivered throughout the duration of the six-month project, tackling priority areas first based on need.
- We will seek to advertise (at no or reduced cost) the training in local newspapers/websites, relevant newsletters and via fostering agencies.
- This will be supported by a social media strategy. For example, ECPAT UK has contact details of more than 20,000 supporters with an interest in trafficking and a Twitter reach of nearly 10,000. Refugee Council has 34,000 Twitter followers and a supporter database of 24,000, and website hits of 48,000. Simply Fostering (are @simplyfostering, @fostercarermove, @findfostercarer and @fostercarenews) has nearly 50,000 followers mostly associated to foster care and social care.
- In addition, Simply Fostering has a news site: www.fostercarenews.co.uk.

Where training will be delivered

Beginning in September 2016 and running through to 31st March 2017, training will be delivered across England. The transfer programme seeks to ensure a more equitable distribution of UASC across the country, and the table below identifies which regions are likely to be taking in children through this programme (we also have this information at more detailed level for each local authority). We are aware that at present the programme is voluntary and that the picture of distribution of children will be developing throughout the duration of the training contract. ECPAT UK's (currently unpublished) data on 'missing' children will also be used to identify areas of concern. We will refine the specific locations of training in response to the need identified in consultation with SMPs, local authorities, and fostering and support providers.

Region	Child population mid 2015	0.07	Current UASC population
North East	255,127	179	9
Yorkshire and the Humber	560,379	392	72
North West	741,374	519	77
South West	528,296	370	85
East Midlands	474,865	332	254
West Midlands	614,798	430	342
Inner London	717,614	502	337
East of England	633,796	444	403
Outer London	1,235,256	865	962 (415 in Croydon)
South East	933,446	653	425
Minus Kent	161,016	113	838
Revised South East	772,430	540	425

The training will begin within six weeks of contract signature, and will continue across the term of the contract. We are alert to barriers to delivery including 'slow' times such as Christmas and New Year, and the practicalities facing foster carers and support workers who may have other childcare responsibilities such as school runs, and timings will remain flexible.

Training will also be delivered via a unique e-learning tool, which will be available online and accessible via codes that are sent out to participating Foster Agencies. The e-learning is NOT a replacement for the face-to-face training, but gives essential further reach to those who are unable to physically attend the training. Every attending delegate will be provided with the code. When a fostering agency, whether Local Authority, private or not-for-profit, fills a training course with 15 foster carers or support workers, we will reward them by giving them an additional 15 codes to enable access to the e-learning

Rewards for block booking

If a fostering agency, whether Local Authority, Private or Charitable, is able to fill a training course with 15 foster carers or support workers, we will reward them by giving not one but two access codes to the e-learning.

Key milestones

The project will deliver 40 training courses over six months. This equates to two training courses per week. The delivery will be split equally between ECPAT UK and Refugee Council.

Based on 18 weeks of delivery (accounting for run-in time and holidays)
 Number of face to face training courses delivered: 60
 Average number of delegates trained at each training event:15
 Estimated number of delegates trained via face to face courses: 900
 Estimated delegates trained via e-learning: 1000

Indicator	How measured
Delegates report an increased awareness of the needs of separated children and child trafficking, and are able to describe the transfer protocol	Pre / post evaluation forms Scoring from 1-5
Delegates have a greater awareness of the rights of unaccompanied children and the culturally specific needs of young people from abroad	Pre / post evaluation forms
Delegates have a greater understanding of the core practice issues/risks affecting separated children seeking asylum and child victims of trafficking (types of exploitation, ritual abuse, age disputes, etc)	Pre / post evaluation forms
Delegates can identify key actors/processes for the child (immigration; health; education; criminal; etc)	Pre / post evaluation forms; follow up phone interviews
Delegates are able to identify indicators of child trafficking and know how to report concerns, including understanding the National Referral Mechanism process	Pre / post evaluation forms; follow up phone interviews
Delegates can recognise the impact of trafficking on victims and have a greater understanding of how to respond to these specific needs	Pre / post evaluation forms; follow up phone

	interviews
Delegates have greater knowledge of the core practice issues in identifying and protecting children who may have been trafficked Delegates have greater confidence in giving practical support to prevent unaccompanied/trafficked children from going missing from care placements	Pre / post evaluation forms; follow up phone interviews

Estimated total number of delegates trained: 1900

Success measures (which should include quantifiable measures as appropriate)

The tender is challenging in that there is little 'run-in' time. To address this, Refugee Council and ECPAT UK plan to establish a list of 'warm' contacts before training dates are confirmed.

1. Design a simple flyer that identifies need, describes training programme and outlines the expertise of training providers.
2. Send this out to SMPs, Foster Agencies and Foster Carers in all target regions before training dates are established with instructions to contact the Project Coordinator to register interest. Establish a list of warm 'interested parties'. Let interested parties know that we will be in touch with more details about the training courses.
3. The project Coordinator will identify training venues and dates for each region. SMPs are likely to be the best source of information about training venues, but we can also use Refugee Council premises in in Leeds, Hull, Sheffield, Birmingham, Hertfordshire, Luton, Dover, Maidstone and London
4. Once training dates and locations are established, email the 'warm contacts' from that region with a detailed training brochure and call them to encourage sign up. Ideally, the 'warm contacts' would fill the first training dates.
5. Send the detailed training brochure to SMPs, Foster Agencies and Foster Carers in all regions, along with training dates, locations and venues. Follow up calls should be used to encourage sign up.
6. Make Local Authorities and Foster Agencies aware of the rewards for block booking
7. Send out weekly training marketing emails for the first three months and monthly emails for the last three months

Risks

Risk	Probability high, medium, low (H/M/L)	Mitigation
Targets for number of social workers and support workers trained are not met due to low awareness and interest	M	Strong marketing plan, using key regional contacts to spread the word and using contacts and advice from Simply Fostering Training is free at point of delivery Block booking rewards (e-learning access) Travel contribution will encourage attendance because delegates won't have to spend money on getting to training.
Spending targets are not met	M	

(underspend or overspend)		
Partnership breaks down / one or more partners does not deliver their outcomes.	L	Ensure partnership terms are clearly defined in MoU between project partners. Create clear plan for work distribution and regular communication.
Half term and Christmas holidays mean Foster Carers are not able to attend training	H	Avoid holiday periods or offer evening training courses
Not enough run in time to market training and recruit foster carers	H	Timeline of delivery plans for first training courses to be launched in areas where the coalition has strong existing contacts (e.g., London). Plan for lower attendance at first training courses, increasing as time goes on.

Security of Data - Refugee Council meets all requirements for security of data and can produce documents upon request to confirm this.

The Refugee Council is registered with the Information Commissioners Office (Registration number Z9307390) and works within the framework of the Data Protection Act. We have internal information security policies and ICT code of conducts that form part of staff contracts.

Our desktop and server environment is a cloud hosted VDI infrastructure managed by VESK (part of the Nasstar) a UK government accredited cloud provider who are part of the G-Cloud and G-Cloud ii scheme. Their data centers are solely based in the UK and ISO 27001 certified. VESK are compliant with ISO27001 and ISO9001 for data integrity and data security.

Web and email filtering is provided by Sophos and Barracuda both whom are members of the Internet Watch Foundation.

