**Kent County Council**

**Competition**

**Document for:**

**Practice Education Programme and associated activity**

**Tender Log: 036**

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**Requirement**

Kent County Council, Learning & Development would like to invite you to tender for the design and delivery of the following programme:

**Title:** Practice Education programme and associated activities

**Outcomes**:

* To deliver a Practice Education programme to increase the Practice Educator population to support social worker student placements within Kent County Council.
* To support ongoing continuous professional development opportunities for Social Worker practitioners.
* To support an effective learning and assessment environment for both student social workers and Practice Educators which in turn improves workforce capacity building and recruitment and retention strategies.

**Scope**: Social Workers who meet the entry criteria for Practice Education with two years post qualifying experience, demonstrating ability to practice at Professional Capabilities Framework Social Worker level. During this minimum two year period, Social Worker to demonstrate their interest and commitment to practice education through activities such as supporting students and other new staff to the team.

For the associated activities:

* Social Workers who meet the entry criteria for the Practice Education Programme
* Existing Practice Educators at stage 1 and 2,
* Those with PE2 Assessor status,
* Practice Educators deemed to have **lapsed** their currency
* Practice Educators with Best Interests Assessor, Approved Mental Health Professional and Assessed Supported Year in Employment Assessor status Independent Practice Educators.

**Period of delivery:** November 2020 – May 2022 but subject to confirmation

**Location:** To consider a flexible approach in using University campus and Kent County Council venues within Kent.

**Method:** Provider to demonstrate a flexible approach using both on-line and face to face delivery and to take account of Covid-19 guidance in place to accommodate social distancing measures if necessary.

**There are four requirements to this tender:**

* To provide a Practice Education Programme for new Practice Educators, including continuation of PE1’s into PE2.
* To provide an annual information session for prospective practice educator candidates and their PE2 Assessors prior to enrolling onto a Practice Education programme.
* To provide support for practice educators deemed to have **lapsed** their currency.
* To provide continuous professional development for practice educator population including support for PE2 Assessors

1. **Practice Education programme for new Practice Educators, to include continuation of PE1’s into PE2:**

Training providers are invited to submit a Practice Education programme to meet the following requirements. Please write a statement detailing how each element will be met as detailed below in 1.1 – 1.3.

* 1. **Programme Outcomes:**
* Providers should demonstrate how the programme will meet the PEPS guidance on indicative curriculum and assessment as set out in para 3.7 of the British Association of Social Workers (BASW) Practice Educator Professional Standards (PEPS) refresh guidance – upon completion of the programme PE 1&2 candidates to demonstrate all set domain statements in Section A, B, C and D.
* Provider to submit programme and lesson plan to detail above.
* Providers to demonstrate that they have a clear process for supporting struggling/failing PEPS students including those with protected characteristics.
* Provider to demonstrate an alternative model in providing support for the PE candidates i.e provision of PE2 assessors and support for the existing PE2s
* Demonstrate how they will utilise online resources to support participation of PE’s i.e webinars and recorded sessions
* Provider to demonstrate how they will work collaboratively with other HEI’s as Kent County Council supports students from other HEIs.
* To outline the structure and duration for completion enabling candidate to achieve PE stage 2 status as set out in Para 3.5 – 3.7 of BASW Practice Educator Professional Standards (PEPS)[[1]](#footnote-1) refreshed guidance and Para 2.6 of the Social Work England Practice Placement Guidance[[2]](#footnote-2).
* Provider to detail minimum and maximum numbers per cohort.
* Providers to detail how a programme can be delivered entirely on line to satisfy Covid-19 guidance that may be in place to guarantee social distancing. Please detail the on-line platform you will use.
* Provider to detail how the programme can be delivered using a blended approach of on-line/face to face etc, in the event that Covid-19 restrictions are lifted. With this option, the provider must include venue costs for delivery either at their own campus or at venues in Kent.
  1. **Communication with Employer:**

Training provider to outline how they will notify the employer of:

* Submission date for academic work
* PE candidates who have submitted their work and timescales
* Attendance record to the compulsory taught days
* PE candidates who have not submitted their work including timescales for extensions and withdrawals
* PE candidates who have passed and failed including timescales
* Demonstrate they will provide a two week turn-around of results after submission date in-order that the employer can allocate students against PE candidates accordingly
* Demonstrate how certificates will be issued to PE candidates
  1. **Evaluation:**
* Providers should demonstrate how they will evaluate the programme and support the quality assurance process.

1. **To provide an annual information session for prospective practice educator candidates, line managers and PE2 assessors prior to enrolling onto a Practice Education programme.**

Training providers are invited to submit a proposal to meet the following requirements for the delivery of an annual information session. Please write a statement detailing how each element will be met as detailed below.

* Provider to detail the candidate pre-requisite requirements, and expectations to support a social work student.
* Provider to produce guidance of what Practice Educator lapsed currency means, and what continuous professional development requirements are needed to maintain Practice Educator currency where the qualification has lapsed, as specified in Para 3.10 of the PEPS refresh guidance.
* Provider to specify how they will address the needs of the Practice Educator population who have lapsed currency as set out in PEPS refresh guidance Para 3.10 points vi-x.
* Provider to demonstrate how they may contribute to the shortlisting and possible interviewing/ of prospective Practice Educator candidates for the Practice Education Programme.
* Provider to set out indicative timeline for the above activities per calendar year.

1. **To provide support for practice educators deemed to have lapsed currency of their status, and deliver a return to Practice Education programme.**

Training providers are invited to submit a proposal to meet the following requirements for those Practice Educators who have lapsed currency. Please write a statement detailing how each element will be met as detailed below.

* Provider to specify how they will address the needs of the Practice Educator population who have lapsed currency as set out in the PEPS refresh guidance Para 3.10 points vi-x.
* Provider to set out indicative timeline for the above activities per calendar year.

1. **To provide continuous professional development for practice educator population including support for PE2 Assessors.**

Training providers are invited to submit a proposal to meet the following requirements for the continued professional development of Practice Educators. Please write a statement detailing how each element will be met as detailed below.

* Provider to demonstrate how they will support the continuous professional development of existing Practice Educator population and PE2 Assessors to maintain continued proficiency and capability.
* Provider to demonstrate how they will work collaboratively with other HEI’s and the employer in the continued development of the Practice Educator population e.g
* Hold regular locality Practice Educator forums that can be held either on-line or at a Kent venue.
* Hosting and managing on-line Communities of Practice\*
* The above activity to include supporting with monitoring the time commitment needed for the Practice Educator role and identify any other activities and support required to develop and maintain Practice Educators and feedback to the employer.
  + Annual refresher for PE population including PE2 assessors
  + Contributing to the Practice Educator resources under Kent County Council’s Kent Academy for Children’s and Adults’ Workforce.
* Provider to set out indicative timeline for the above activities in a calendar year.

\*A community of practice for Practice Educators would provide a platform for practice educators to connect with each other; and share and co-construct knowledge, solutions and responses to the challenges and issues they experience in their work. The community is relevant for practice educators at all levels of experience. It can contribute to the professional development and CPD of practice educators, practice assessors, on-site supervisors and mentors. Available activities in the online community could include:

* exploration of a wide range of relevant professional topics
* a discussion forum and opportunities for sharing knowledge and problem solving
* mentoring opportunities
* extending professional contacts and networking
* enriching professional development ideas and activities
* keeping up with the latest developments in practice education
* access to articles, research papers, live webinars and recordings on practice education.

**Evaluation Criteria:** In order to bid for this requirement, suppliers must be able to meet the following mandatory requirements.

* Providers to provide a statement detailing how they will satisfy all elements listed on the tender from Section 1 – 4.
* Providers to supply copies of all CV’s of trainers they plan to use to demonstrate qualifications and occupational competence to deliver each element of this tender, highlighting which part of the tender they will deliver.
* Where relevant, detailed lesson plans must be supplied for all proposed on-line/face to face delivery of a course programme.
* Training providers must be able to demonstrate a track record in delivering a Practice Education programme.
* Training Providers to have completed the Pricing Schedule detailed below.

**Responses will be evaluated using the following criteria:**

Price 60%

Quality 40%

**Pricing:** Please confirm that prices quoted are fully inclusive and there will be no additional costs to us in addition to what you have quoted.

Any quantities shown within this Invitation to Tender and any relevant documentation are estimated and may be subject to variation and the Council gives no warranty as to any such quantities. Under this tender there will be no guarantee of work and any contract value or quantity is to be regarded as an estimate.

Please submit your tender prices in the following format:

|  |  |
| --- | --- |
| **Item** | **Fully inclusive price** |
| **On-line Practice Education programme for new Practice Educators (PE1):**  **Price for PE1 programme per student** |  |
| **Blended Practice Education programme for new Practice Educators (PE1), to include venue costs:**  **Price for PE1 programme per student** |  |
| **On-line Practice Education programme for existing Practice Educators, to upskill to PE2:**  **Price for PE2 programme per student** |  |
| **Blended Practice Education programme for existing Practice Educators, to upskill to PE2. To include venue costs**  **Price for PE2 programme per student** |  |
| **To provide an annual information session for prospective practice educator candidates, line managers and PE2 assessors prior to enrolling onto a Practice Education programme:**  **Price per event for annual online information session:**  **Price per event for annual face to face event including venue:**  **Price for conducting recruitment process to include conducting interviews of prospective candidates, on-line or face to face:** |  |
| **To provide support for practice educators deemed to have lapsed currency of their status and deliver a return to Practice Education programme.**  **Price per programme on-line:**  **Price per programme face to face, with venue costs:** |  |
| **To provide continuous professional development for practice educator population including support for PE2 Assessors to include venue costs where relevant.**  **Total price for Section 4 of tender using blended approach to delivery:** |  |

**Equality and Diversity:** In your tender response please outline how you will ensure that diversity issues are integrated throughout the programme

Please do not submit evidence of your organisation’s background as this is not one of the scoringcriteria.

All invoices submitted by the Training Provider must reference the Council’s Purchase order number

**Trainers:** The Contracting Authority expects that all trainers and those responsible for delivery of courses are advised in advance of commencement of a contract and are fully conversant and knowledgeable with the subject that they shall be delivering.

**Clarification Queries**: Any clarification questions should be submitted to [caroline.buss@kent.gov.uk](mailto:caroline.buss@kent.gov.uk) by 2nd June 2020.

**Tender Closure date**: All of the above should be returned as attachments via email by 12 noon 12th June 2020 and sent to: [caroline.buss@kent.gov.uk](mailto:caroline.buss@kent.gov.uk)



TERMS AND CONDITIONS SUPPLY OF GOODS AND/OR SERVICES

Between:

**The Kent County Council**

And

**The Training Provider**

**1 Interpretation**

1.1 In these Terms:-

“Contract” means the Order and the Supplier’s acceptance of the Order;

“Goods” means any goods (including any part or parts of them) described in the order to be bought by the Council from the Supplier;

“Order” means the Council’s purchase order which these Terms govern; “Price” means the price of the Goods and/or the Services;

“Services” means the services (if any) described in the Order;

“Specification” includes any plans, drawings, data, description or other information relating to the Goods and/or Services;

“Supplier” means the person, firm or company who accepts the Council’s Order; “Terms” means these terms and conditions of purchase between the Council and

the Supplier;

“the Council” means Kent County Council; and

“writing” includes facsimile transmission and electronic communication and

“written” shall be construed accordingly.

1.2 A reference to particular law is a reference to it as it is in force for the time being taking into account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

**2 Application of Terms**

2.1 Subject to any previously agreed contract under condition 2.3 or any variation under

2.4, these Terms are the only conditions which shall govern the Contract to the entire exclusion of all other terms and conditions.

2.2 Each Order by the Council to the Supplier shall be deemed to be an offer by the Council subject to these conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.

2.3 Where this Order forms part of another purchasing arrangement and is subject to terms and conditions previously agreed in writing by the Council and the Supplier (“Main Contract”) the terms of the Main Contract shall prevail.

2.4 No variation to the Order or these Terms shall be binding unless agreed in writing by the individual referred to within the Order.

**3 Compliance with Order and Specification**

3.1 The quantity, quality and description of the Goods and the Services shall be as specified in the Order and/or in any applicable Specification supplied by the Council to the Supplier.

3.2 Any part of the Specification provided by the Council to the Supplier, over which the Council has any intellectual property rights, shall be the exclusive property of the Council.

3.3 All rights in the work including any copyright therein and any right to apply for patents (hereinafter called ‘the proprietary rights’) shall vest in and become the property of the Council. However, if any work created outside the Contract (‘other work’) is utilised in the course of the production or performance of the work, then any proprietary rights in the other work shall remain the property of the Supplier or third party as appropriate.

3.4 The Supplier if requested, and at the expense of the Council, shall do all things necessary to enable the Council to obtain patents or similar protection as the Council may require.

3.5 The Supplier shall have the right to use any such data, reports, drawings, specifications, designs, inventions, plans, programs or other material with prior written agreement of the Council upon such terms as may be agreed.

3.6 The Council recognises that during the course of the work the Supplier may conceive or develop intellectual ideas, designs and know-how and the Supplier shall be free to use such expertise in the furtherance of his normal business.

**4 Changes**

4.1 The Council may at its reasonable discretion from time to time change any details specified in its Order by written instruction.

**5 Price**

5.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated by the Council, shall be fixed, exclusive of any applicable VAT and inclusive of all charges (including packaging and delivery costs) to the Council’s specified delivery address.

5.2 If the Price is not stated in the Order, the Price shall be the lowest price currently quoted or charged at the time of the Order by the Supplier for the Goods and/or the Services but shall be in no event higher than the price most recently charged to the Council by the Supplier for such Goods and/or Services.

5.3 No increase in the Price may be made without the prior written consent of the

Council.

**6 Delivery**

6.1 The Goods shall be delivered (carriage paid) to, and the Services shall be performed at, the location(s) specified by the Council and on the date or within the period stated in the Order, in either case during the times specified in the Order or if no times are specified, during the Council’s usual business hours and time shall be of the essence. All delivered Goods must be accompanied by a proper delivery note. For an invoice to be submitted, the Goods and Services must be received, and signed for, by an authorised employee of the Council. The Council reserves the right to amend any delivery instructions. Delivery shall be deemed to be made on receipt of the Goods and/or the Services by the Council in accordance with these Terms.

**7 Acceptance**

7.1 The Supplier shall supply the Council in good time with any instructions or other information required to enable the Council to accept delivery of the Goods and performance of the Services.

7.2 The Council shall be entitled to reject all or any part of the Goods delivered or Services performed which is not in accordance with the Order, any Specification and these Terms even if the defect is minor.

7.3 The Council shall not be deemed to have accepted any Goods and/or Services until the Council has had a reasonable time to inspect or test them following delivery.

**8 Payment**

8.1 The Council will make payment for the Goods and/or the Services set out in the Order within thirty (30) days of receipt of the invoice unless taking advantage of agreed discount for earlier settlement. Invoices must be submitted to the address detailed on the Order for the invoice to be valid*.*

8.2 It is an important condition that invoices are accurate, including the quoting of the correct official order number. Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the original date but from the date of receipt at the correct address of the correctly presented invoice.

8.3 Without prejudice to any other right or remedy, the Council reserves the right to set off any amount owing at any time from the Supplier to the Council against any amount payable by the Council to the Supplier.

**9 Risk**

9.1 The Goods shall remain at the risk of the Supplier until delivery to the Council is complete (including off-loading and stacking) and signed for.

**10 Compliance with Law**

10.1 The Supplier must comply with all applicable statutory requirements concerning the supply of Goods and/or the performance of the Services of this contract. The Supplier must meet all their legal responsibilities in compliance with all applicable law to this contract.

**11 Warranties**

11.1 The Supplier warrants to the Council that it is fully experienced, qualified, equipped, organised and financed to perform its obligations under these Terms, and warrants to the Council that the Goods:-

i) shall be as specified in the Order and/or in any Specification supplied by the

Council to the Supplier;

ii) will correspond with any sample;

iii) will be of satisfactory quality and fit for any purpose held out by the Supplier;

iv) will be free from any defects in design, material and workmanship; and

v) will comply with all statutory requirements, regulations, bye-laws and EU

directives relating to the supply of Goods.

11.2 The Supplier warrants to the Council that the Services:-

i) will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for the Council to expect in all the circumstances; and

ii) will comply with all statutory requirements, regulations, bye-laws and EU

directives relating to the performance of the Services.

**12 Remedies on Default**

12.1 Without prejudice to any other right or remedy of the Council, if any of the Goods are not supplied in accordance with, or the Supplier fails to comply with, any of these Terms, the Council shall be entitled to any one or more of the following remedies whether or not any part of the Goods have been accepted by the Council:-

i) to rescind the Order; or

ii) to reject the Goods (in whole or in part) and return them to the Supplier on the basis that a full refund for the Goods so returned, including the cost of returning them, shall be paid upon return to the Supplier; or

iii) to give the Supplier the opportunity at their expense to remedy any defect in the

Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the Order is fulfilled; or

iv) to refuse to accept any further deliveries of the Goods without liability to the

Supplier; or

v) to carry out at the Supplier’s expense any work necessary to make the Goods comply with the Order and/or Terms; or

vi) to claim damages in consequence of the Supplier’s breach of the Contract.

**13 Indemnity**

13.1 The Supplier shall indemnify the Council in full against all liabilities, losses, damages, costs and expenses (including legal expenses) incurred directly by the Council as a result of or in connection with:-

i) breach of any warranty given by the Supplier in relation to the Goods or the

Services;

ii) any claim that the Goods or Services infringe any intellectual property rights;

iii) any claim made against the Council in respect of any liability, breach or alleged breach by the Council of any statutory provision, regulation or bye-laws or other rule of law arising from the acts or omissions of the Supplier or its employees, agents or sub-contractors;

iv) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods and in performing the Services.

**14 Force Majeure**

14.1 Neither the Supplier nor the Council shall be liable to the other by reason of any delay which is beyond that party’s reasonable control which shall include (but not limited to) natural disasters, war or national emergency, riot, acts of or threat of acts of terrorism, civil commotion, fire, explosion, flood or storm, strikes, lockouts and any other industrial disputes.

**15 Installation and work on site**

15.1 The Supplier shall at all times whilst on the Council’s premises or on site comply with and ensure that its employees, agents and sub-contractors comply with, all relevant legal requirements relating to the provision of Services, health and safety legislation and all safety and security regulations and rules from time to time in force and will be

deemed to have full knowledge of such regulations. Copies of such Council specific regulations will be supplied on request.

15.2 Where the Supplier is responsible for the installation of the Goods and/or providing other Services, such Services shall be carried out to the satisfaction of the Council’s authorised representative. The Supplier shall clear away and remove from the Council’s premises or sites all installation plant, service material, rubbish and temporary works and leave the premises or sites in a clean and workmanlike condition.

**16 Insurance**

16.1 The Supplier shall at all times maintain adequate insurance cover with a reputable insurer against its liability under these Terms and shall produce the policy and latest premium receipt to the Council on request.

16.2 The Supplier will provide all facilities, assistance and information reasonably required by the Council or its insurers for the purpose of bringing an action or claim arising out of the performance of these Terms.

**17 Termination**

17.1 The Council shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance without incurring any liability to the Supplier other than to pay for the Goods and/or Services already delivered or performed at the time of such notice.

**18 Confidentiality**

18.1 All information supplied to the Supplier by the Council at any time in connection with these Terms and any Specification shall be regarded as confidential and shall not without any prior written consent of the Council be published or disclosed to any third party or used by the Supplier except for the purpose of implementing the Order.

18.2 The provisions of 18.1 shall not apply to any information:-

i) which is or becomes public knowledge (otherwise than by breach of these conditions); or

ii) which was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party; or

iii) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

These confidentiality obligations shall continue in perpetuity.

18.3 The Supplier shall not advertise or announce the supply of the Goods and/or the

Services without the Council’s prior written consent.

18.4 The Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act, the General Data Protection Regulations (GDPR) and the Environmental Information Regulations and the Supplier must assist and cooperate with the Council (at the Supplier’s expense) to enable the Council to comply with these requirements. Requests for information made directly to the Supplier must be forwarded to the Council as soon as practicable after receipt and in any event within two working days of receiving the request.

18.5 The Council shall be responsible for determining at its absolute discretion whether:

i) information is exempt from disclosure under the Code of Practice on Access to

Government Information; and/or

ii) information is to be disclosed in response to a Request for Information.

18.6 The Supplier acknowledges that the Council may be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information with or without having consulted with the Supplier.

**19 The Council’s Liability**

19.1 The Council’s liability under this Contract, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed the level of fees due under this Contract. Nothing in this Agreement shall be construed as restricting or excluding the Council’s liability for fraud, personal injury or death or any other matter for which it is illegal to limit or exclude liability.

**20 General**

20.1 The Council may assign its rights, sub-contract, or transfer its rights and obligations without the consent of the Supplier. This Order is personal to the Supplier and the Supplier shall not assign, sub-contract, or transfer its rights and/or obligations without the prior written consent of the Council.

20.2 Any waiver by the Council of any breach is not a waiver of any subsequent breach.

20.3 Failure or delay by the Council in enforcing or partially enforcing any provision of these Terms is not a waiver of any of its rights under these Terms.

20.4 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

20.5 These Terms shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

20.6 **Accreditations and Qualifications**

Suppliers are expected to hold all appropriate Accreditations and Qualifications that demonstrate their understanding, knowledge and experience of the provision of training services as identified in the Order.

20.7 **Trainers**

The Council expects that all trainers and those responsible for delivery of courses on behalf of the Supplier are advised in advance of commencement of the Order and are fully conversant and knowledgeable with the subject that they shall be delivering.

20.8 **Trainer Substitution**

Whilst the Council expects training to be undertaken by the nominated trainer(s), it does appreciate that this may not always be possible due to illness, holidays, commitment conflicts etc… The Supplier shall be required to advise the Council as soon as reasonably practicable if the need for substitution arises and that in such circumstances a substitute trainer will be made available and that such substitute will hold all required qualifications/occupational competence and/or accreditations that are necessary.

20.9 **Course Materials**

The Supplier shall adhere to the council’s processes and policies and will provide up-to-date training materials and documentation. The Supplier will provide to each participant the following materials with each course as a minimum.

* Electronic copies of slides or course notes where applicable
* Supporting information – (for example legislation, points of reference etc)

20.10 **Presentation Equipment**

All equipment required for the purposes of delivery, i.e. laptops projectors etc are to be provided by the Supplier unless otherwise agreed with the Council in advance of course commencement. Where access to the internet is needed, the provider should confirm in advance with venues that this is possible. Access to the internet or any software needed for the training is the responsibility of the Supplier and should be organised in advance of training.

20.11 **Course Attendance**

The Supplier(s) is expected to update delegate attendance within Kent County Council’s Learning Management system on the day of the training course. A user account and instructions will be provided for this.

20.12 **Course Cancellations**

The Supplier will deliver the courses on the agreed dates in accordance with the commission arrangement. If for any reason the Supplier is forced to cancel a course or programme it must do so by the giving of written notice not less than 6 weeks (42 days) prior to agreed start date of said course or programme of such cancellation.

The Supplier shall in the cancellation notice offer to the customer alternative course dates, however the customer shall not be obliged to accept these dates and may choose to source an alternative Supplier without penalty.

Failure to advise the customer in accordance with the above will result in a claim for demonstrable losses. This shall include but not be exclusive to – attendee travel and subsidence costs, cost of sourcing an alternative trainers, additional cost of new provision and any other demonstrable direct costs.

In the event that the customer wishes to change or cancel any course or programme the customer shall not be liable for any cancellation fees unless the cancellation occurred 42 days or less before anticipated course date and the Supplier can evidence that it has suffered a loss as a result of the cancellation. The Council accepts no responsibility for cancellations, changes or any such fees.

20.13 **Venues**

The Council will supply venues.

The Supplier’s representative shall be responsible for familiarising himself with appropriate safety precautions of the venues at which they deliver a course. This information should be shared with all delegates at the beginning of each course/day.

If the Supplier is requested to provide a venue as part of the booking then the Supplier shall be responsible for ensuring the suitability of such venue and shall submit a full copy of the risk assessment to the customer prior to the customer accepting the venue. If the Supplier fails to submit a risk assessment the customer may cancel the course or programme without penalty.

20.14 **Travel & Expenses**

Tenderers will be expected to travel to venues across Kent only using their own mode of transport. All expenses should be included in the cost of providing the training course, no expenses can be claimed outside of this unless otherwise agreed with the Council in advance of course commencement.

20.15 **Intellectual Property**

The intellectual property of any material used in the undertaking of any training shall remain with the original author. However, the Council or participating customer may copy the training material without fee for its own use in later supporting the training.

In the event that a program the Council requests be designed and delivered using the Council’s own data or material then the intellectual property shall rest with the Council. The Supplier must seek written permission from the Council before using any material for the purposes other than that for which they were designed.

20.16 **Canvassing**

Tenderers will not be allowed to use contact information from courses in order to promote any additional courses.

20.17 **KCC Logo**

Tenderers are not permitted to use the Council’s logo on any course material, website or related course matter without prior permission.

20.18 Any quantities shown within this Invitation to Tender and any relevant documentation are estimated and may be subject to variation and the Council gives no warranty as to any such quantities. Under this tender there will be no guarantee of work and any contract value or quantity is to be regarded as an estimate.

**21 Liability**

The Consultant’s maximum liability in respect of this Order, except for death or personal injury (for which liability shall not be limited), in contract, tort (including negligence) or otherwise in connection with this Order/ these Terms shall not exceed ten times the fees payable to the Supplier under this Order in respect of any Loss. “Loss” here means the aggregate of all losses or damages including interest thereon (if any) and any costs (including legal costs) suffered or incurred, directly or indirectly by the Council and any related party under or in connection with this Order.

GENERAL DATA PROTECTION REGULATION (GDPR)

1. New data protection legislation is due to come into force during 2018, which aims to protect the privacy of all EU citizens and prevent data breaches. It will apply to any public or private organisation processing personal data. Established key principles of data privacy remain relevant in the new Data Protection Legislation but there are also a number of changes that will affect commercial arrangements, both new and existing, with suppliers.
2. The Data Protection Legislation comprises: i) the General Data Protection Regulation (GDPR) which comes into force on 25 May 2018; and ii) the Data Protection Act (DPA) 2018 which is anticipated to come into force (subject to Parliamentary approval) on 6 May 2018 for law enforcement processing, and 25 May for GDPR.
3. **STANDARD DEFINITIONS**

**Party**: a Party to this Contract;

**Law**: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Provider is bound to comply;

**Provider Personnel**: means all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any Sub-Contractor engaged in the performance of its obligations under this Contract.

1. **GDPR CLAUSE DEFINITIONS**

**Data Protection Legislation**: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;

**Data Protection Impact Assessment**: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

**Controller**, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **Data Protection Officer**:take the meaning given in the GDPR;

**Data Loss Event**: any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

**Data Subject Access Request**: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

**DPA 2018:** Data Protection Act 2018;

**GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679);

**LED:** Law Enforcement Directive (Directive (EU) 2016/680);

**Protective Measures**: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

**Sub-processor**: any third Party appointed to process Personal Data on behalf of the Provider related to this Contract.

1. **DATA PROTECTION**
   1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Provider is the Processor. The only processing that the Provider is authorised to do is listed in Schedule 20 Annex 1 by the Council and may not be determined by the Provider.
   2. The Provider shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
   3. The Provider shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:
      1. a systematic description of the envisaged processing operations and the purpose of the processing;
      2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
      3. an assessment of the risks to the rights and freedoms of Data Subjects; and
      4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
   4. The Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
      1. process that Personal Data only in accordance with Schedule 20 Annex 1, unless the Provider is required to do otherwise by Law. If it is so required the Provider shall promptly notify the Council before processing the Personal Data unless prohibited by Law;
      2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:
2. nature of the data to be protected;
3. harm that might result from a Data Loss Event;
4. state of technological development; and
5. cost of implementing any measures;
   * 1. ensure that:
6. the Provider Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 20 Annex 1);
7. it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:
8. are aware of and comply with the Providers duties under this Clause;
9. are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
10. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Contract; and
11. have undergone adequate training use, care, protection and handling of Personal Data; and
    * 1. not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
12. the Council or the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Council;
13. the Data Subject has enforceable rights and effective legal remedies;
14. the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations);
15. the Provider complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
    * 1. at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Contract unless the Provider is required by Law to retain the Personal Data.
    1. Subject to Clause 5.6, the Provider shall notify the Council immediately if it:
       1. receives a Data Subject Access Request (or purported Data Subject Access Request);
       2. receives a request to rectify, block or erase any Personal Data;
       3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
       4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
       5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
       6. becomes aware of a Data Loss Event.
    2. The Providers obligation to notify under Clause 5.5 shall include the provision of further information to the Council in phases, as details become available.
    3. Taking into account the nature of the processing, the Provider shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
       1. the Council with full details and copies of the complaint, communication or request;
       2. such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
       3. the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
       4. assistance as requested by the Council following any Data Loss Event;
       5. assistance as requested by the Council with respect to any request from the Information Commissioners Office or any consultation by the Council with the Information Commissioner's Office.
    4. The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Provider employs fewer than 250 staff, unless:
       1. the Council determines that the processing is not occasional;
       2. the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
       3. the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
    5. The Provider shall allow for audits of its Data Processing activity by the Council or the Councils designated auditor.
    6. The Provider shall designate a data protection officer if required by the Data Protection Legislation.
    7. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Provider must:
       1. notify the Council in writing of the intended Sub-processor and processing;
       2. obtain the written consent of the Council;
       3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule 20 such that they apply to the Sub-processor; and
       4. provide the Council with such information regarding the Sub-processor as the Council may reasonably require.
    8. The Provider shall remain fully liable for all acts or omissions of any Sub-processor.
    9. The Provider may, at any time on not less than 30 Working Days’ notice, revise this Clause by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
    10. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Council may on not less than 30 Working Days’ Notice to the Provider amend this agreement to ensure that it complies with any Guidance issued by the Information Commissioner’s Office.

**GENERAL DATA PROTECTION REGULATION SCHEDULE**

**(“THE GDPR SCHEDULE”)**

**IN RELATION TO THE SC18006 INSURANCE BROKER CONTRACT**

**(“THE CONTRACT”)**

**PARTIES**

**The Kent County Council** Data Controller/Data Processor/both Data Controller and

Processor [AMEND AS REQUIRED]

Data Processor/Data Controller/both Data Controller and

Processor [AMEND AS REQUIRED]

[**NB** THE SAME PARTY CANNOT BE BOTH A CONTROLLER AND A PROCESSOR FOR THE SAME DATA IN ONE CONTRACT BUT CAN FOR DIFFERENT DATA WITHIN THE SAME CONTRACT. ANNEX 1 DETERMINES WHAT THIS SITUATION IS FOR EACH CONTRACT] [DELETE THESE NOTES THESE ONCE SCHEDULE COMPLETED]

The Parties agree that the Contract is varied to include the GDPR Schedule and its Annex 1.

**STANDARD DEFINITIONS**

**Party**: a Party to this Contract;

**Law**: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

**Processor Personnel**: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Contractor engaged in the performance of its obligations under this Contract.

**GDPR CLAUSE DEFINITIONS:**

**Data Protection Legislation**: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;

**Data Protection Impact Assessment**: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

**Controller**, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **Data Protection Officer**:take the meaning given in the GDPR;

**Data Loss Event**: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

**Data Subject Access Request**: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

**DPA 2018:** Data Protection Act 2018;

**GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679);

**LED:** Law Enforcement Directive (Directive (EU) 2016/680).

**Protective Measures**: appropriate technical and organisational measures which may

include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity,

availability and resilience of systems and services, ensuring that availability of and access to

Personal Data can be restored in a timely manner after an incident, and regularly assessing

and evaluating the effectiveness of the such measures adopted by it;

**Sub-processor**: any third Party appointed to process Personal Data on behalf of the

Processor related to this Contract

1. **DATA PROTECTION**
   1. This GDPR Schedule includes Annex 1 (Schedule of Processing, Personal Data and Data. Annex 1 must be completed for this Schedule to be valid.
   2. In the event of a conflict between this Schedule and other Clauses of the Contract pertaining to data protection, the Clauses within this Schedule shall apply.
   3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Controller and the Processor are as described at the start of this Schedule. The only processing that the Processor is authorised to do is listed in Annex 1 to this Schedule by the Controller and may not be determined by the Processor.
   4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
   5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
      1. a systematic description of the envisaged processing operations and the purpose of the processing;
      2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
      3. an assessment of the risks to the rights and freedoms of Data Subjects; and
      4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
   6. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
      1. process that Personal Data only in accordance with Annex 1 to this Schedule, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
      2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Controller as appropriate to protect against a Data Loss Event having taken account of the:
         1. nature of the data to be protected;
         2. harm that might result from a Data Loss Event;
         3. state of technological development; and
         4. cost of implementing any measures;
      3. ensure that:
         1. the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 1 to this Schedule);
         2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
2. are aware of and comply with the Processors duties under this Clause;
3. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
4. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
5. have undergone adequate training.
   * 1. not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
        1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
        2. the Data Subject has enforceable rights and effective legal remedies;
        3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
        4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
     2. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
   1. Subject to Clause 1.8, the Processor shall notify the Controller immediately if it:
      1. receives a Data Subject Access Request (or purported Data Subject Access Request);
      2. receives a request to rectify, block or erase any Personal Data;
      3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
      4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
      5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or

* + 1. becomes aware of a Data Loss Event.
  1. The Processor’s obligation to notify under Clause 1.7 shall include the provision of further information to the Controller in phases, as details become available.
  2. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.7 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
     1. the Controller with full details and copies of the complaint, communication or request;
     2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
     3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
     4. assistance as requested by the Controller following any Data Loss Event;
     5. assistance as requested by the Controller with respect to any request from the Information Commissioners Office or any consultation by the Controller with the Information Commissioner's Office.
  3. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 1.
  4. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controllers designated auditor.
  5. The Processor shall designate a data protection officer if required by the Data Protection Legislation.
  6. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
     1. notify the Controller in writing of the intended Sub-processor and processing;
     2. obtain the written consent of the Controller;
     3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this GDPR Schedule such that they apply to the Sub-processor; and
     4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
  7. The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
  8. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Controller may on not less than 30 Working Days’ Notice to the Processor amend this Contract to ensure that it complies with any Guidance issued by the Information Commissioner’s Office.

**GENERAL DATA PROTECTION REGULATION (GDPR)**

**ANNEX 1**

**Schedule of Processing, Personal Data and Data Subjects**

**Provider: [ENTER PROVIDER NAME]**

**Contract: Mini Competition Tender Number: 001**

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.
3. Part A and/or Part B, as appropriate, describe the Data relationship(s) between the Parties. Only completed Part(s) apply and an uncompleted Part indicates that the Data relationship pertaining to that Part does not exist within the Contract. At least one Part must be completed and both Parts may be completed but the latter **must** apply to **different** Data within the Contract.

**PART A**

**The Kent County Council** Data Controller

[**ENTER PROVIDER NAME**] Data Processor

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the  Processing | Names and contact details of individuals listed against training and development events.  Additional special access requirements of attendees.  Psychometric Profiling and assessments Training Needs Analysis  Test/assessment results – taken prior, during and after training  Evaluation feedback  Personal views/opinions of delegates |
| Duration of the  Processing | For the duration of the contract to deliver the specific training events. |
| Nature and purposes of  the Processing | To enable the effective management and delivery of training and development events as commissioned by KCC and outlined within the contract.  Information enables learning needs and outcomes to be met effectively and attendance data to be gathered and recorded. |
| Type of Personal Data | Additional special access requirements of attendees.  Psychometric Profiling and assessments Training Needs Analysis  Test/assessment results – taken prior, during and after training  Evaluation feedback  Personal views/opinions of delegates |
| Categories of Data  Subject | Staff, Customers, Volunteers, Service Users, Suppliers, Members of the public, agency staff, students |
| Plan for return and  destruction of the Data  once the Processing is  complete UNLESS  requirement under union  or member state law to  preserve that type of  Data | All data should be returned to KCC after the delivery of agreed training programmes has been completed. |

1. Practice Educator Professional Standards for Social Work, BASW, July 2019 <https://www.basw.co.uk/resources/basw-england-practice-educator-professional-standards-social-work-peps-refresh-2019> [↑](#footnote-ref-1)
2. Practice Placement Guidance, Social Work England, July 2019 <https://socialworkengland.org.uk/wp-content/uploads/2019/07/Practice_Placements_Guidance_FINAL.pdf> [↑](#footnote-ref-2)