

Subcontracting Policy
(including Supply Chain Fees and Charges)

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Document Control

Owner	Chief Finance Officer
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1.0	Initial Release		August 2021

Approval

Approved By	Meeting Date	Next Review
Senior Leadership Team	24 August 2021	24 August 2022

Related Policies

Ref.	Policy
	Financial Regs
	Safeguarding and Child Protection Policy
	Prevent Policy
	Quality Improvement Policy
	Quality Assurance Policy
	Teaching, Learning and Assessment Policy
	Health and Safety Policy

Equality Impact Assessment

Equality Impact Assessment

Subcontracting Policy (Including Supply Chain Fees and Charges)

Policy Statement

Overview

1. This Policy sets out Moulton College's rationale for working with Sub-Contractors and the methodology used to determine fees and charges anticipated with such partnerships.
2. In line with the Education Skills Funding Agency (ESFA) requirements, this policy outlines how Moulton College contributes towards improving the quality of Sub-Contractor teaching and learning as well as underlining the services provided, in return of fees charged to our partners.
3. As part of the strategy to provide high quality learning experiences to students and to bridge identified skills and provision gaps, a proportion of the College delivery will be undertaken by local and national Sub-Contractor providers. Moulton College will take all reasonable measures to ensure the selection of competent Sub-Contractors to deliver education and training by carrying out a due diligence process prior to entering into any Agreement.
4. The Subcontracting Policy ('The Policy') sets out Moulton College's rationale for working with Sub-Contractors and the methodology used to determine fees and charges anticipated with such partnerships. It is a requirement of the Education Skills Funding Agency (ESFA) Funding Rules Document.
5. In line with the ESFA requirements, this policy outlines how Moulton College contributes towards improving the quality of Sub-Contractor teaching and learning as well as underlining the services provided, in return of fees charged to our partners. The Policy also summarises the payment terms and schedule between Sub-Contractor and Moulton College and indicates how and when the Policy is communicated with current and potential Sub-Contractors.
6. The delivery is to be carried out in a safe manner without risk to the Health, Safety and Welfare of the Sub-Contractors, College Employees, Students or Visitors.
7. Moulton College will take all reasonable steps to ensure that the delivery of education and training by the Sub-Contractor adheres to the College's Equality and Diversity Policy and any legislation relating to Equality and Diversity.
8. Moulton College will take all reasonable steps to safeguard students and vulnerable adults by expecting Sub-Contractors to conform to the standards established by the College's Safeguarding Policy.
9. Moulton College recognises that sub-contracting work does not absolve the college of its legal obligations or responsibilities.
10. This document sets out Moulton College's policy on the selection, appointment and management of Sub-Contractors.

11. The Policy is reviewed annually and will be brought to Corporation for approval.

Definitions

12. The policy relates to the provision of sub-contracted delivery of full programmes, and/or frameworks by the College or third party.
 - a. **Sub-Contractor**

In this policy, Sub-Contractor (also known as the Provider) means anyone selected, appointed or engaged by Moulton College to work with Moulton College to provide education and training to students not on college premises.
 - b. **Competence**

In this policy, competence means the acquisition of sufficient skills, knowledge and experience of current best practice to fulfil the role as detailed in the Sub-Contractor Agreement.
 - c. **Education Skills Funding Agency (ESFA)**

The Education Skills Funding Agency is a partner organisation of the Department of Business Innovation and Skills (BIS), and it exists to fund and promote adult further education and skills training in England.
 - d. **Contract**

A Contract or Agreement is where a Lead Provider has entered into a contract with a third party to carry out all or part of the services that are funded by the Education Skills Funding Agency.
 - e. **Register of Apprenticeship Training Providers (RoATP)**

The Register of Apprenticeship Training Providers (RoATP) is a register of providers that have passed the standards expected by the ESFA and are eligible to be invited for future invitations to tender for the delivery of education and training services. It is a funding requirement that all Sub-Contractors in the ESFA supply chain enter the RoATP, in accordance with the Funding Rules.
 - f. **Due Diligence**

The College will undertake a full Due Diligence check on potential Sub-Contractors prior to awarding them a contract to deliver education and training services. This check meets ESFA standards and will request information such as:

 - Copies of annual financial accounts
 - Details of the teaching / delivery staff
 - Details of awarding body qualifications accreditation
 - Details of policies and procedures
 - Details of Insurance Policies
 - Employer Liability Insurance
 - Public Liability Insurance
 - Professional Indemnity Insurance
 - Details of the Directors and the ownership of the organisation
 - Details of the organisations UK Provider Reference Number (UKPRN)
 - Trade references

- DBS / Vetting and Barring Service approval for Delivery / Contact Staff (Exc. HE provision)
 - Details of Ofsted Inspections either direct or indirectly
 - Details of other Quality Standards held e.g ISO / IIP
 - Details of Registration with the Information Commissioners Office
 - Details of Safeguarding policies and procedures
 - Details of the Continuous Professional Development policies, procedures and processes
- g. **Matrix Accreditation**
In accordance with ESFA guidance, the College must provide high quality and easily accessible information; advice and guidance in helping students understand the opportunities and support available to them about education, training or connected matters. All Sub-Contractors will be expected to hold Matrix Accreditation or attain Matrix Accreditation within six months of the commencement of any contract with the College
- h. **Remuneration**
The College will pay the Sub-Contractor a percentage of the funding that it is paid by the ESFA. This management fee is fixed, however if the Sub-Contractor submits a high percentage of paperwork with errors / omissions the College will increase the management fee to cover additional work. The Quality Cycle process is in place to ensure compliance.

Principles

13. This policy applies to all Sub-Contractors and their staff. The Policy identifies both internal and external stakeholders and their role in relation to policies, procedures and standards expected by the College whilst delivering education and training programmes on behalf of the College.

Scope and Limitations

14. This policy relates to the interaction between the College and the Sub-Contractor and the Sub-Contractor and Employers. The College will work with Sub-Contractors to ensure that:
- Sub-Contractors achieve a minimum standard to be considered a partner with Moulton College;
 - The delivery of education and training meets college, awarding organisations, and ESFA standards;
 - Students and employers are benefitting through the delivery of high quality education and training programmes.
15. The policy is a working document and will be updated and amended as required to respond to external factors.

Responsibilities

16. **Principal and Chief Executive**
The Chief Executive has the overall responsibility for all matters, involving the Sub-Contractors Policy. This responsibility includes ensuring that Audit and Quality Compliance matters are an important priority for the College, addressed through comprehensive policies and procedures that are effectively implemented and appropriately resourced within the overall financial position of the College.
17. **Senior Leadership Team**
Each member of the Senior Leadership Team is responsible for ensuring that the College's Sub-Contractors policy is implemented.
18. **Chief Finance Officer**
The Chief Finance Officer will take overall responsibility for the Sub-contracted provision in all funding streams ensuring contracts are issued and that Sub-contracted provision meets benchmark data and takes strategic responsibility for applying the Sub-Contractors policy. The Delivery Partners and Sub-Contractors the College propose to engage are compliant, competent and adequately resourced to satisfy the requirements of internal and external audit, quality standards and the requirements of the different external regulatory bodies.
19. **Curriculum and Quality Team**
Curriculum and Quality teams are responsible for supporting the principle of the Sub-Contractors policy.
20. **Director of Quality**
The Director of Quality will ensure that adequate monitoring of Quality Assurance is in place over the academic year.
21. **Director of Teaching, Learning and Assessment**
The Director of TLA will ensure that adequate monitoring of Teaching, Learning and Assessment is in place over the academic year.
22. **Safeguarding Team**
The Safeguarding Team will work closely with the Subcontractor to ensure communication of concerns relating to safeguarding, radicalisation and/or extremism is swift and effective. Appropriate levels of CPD will also be put in place so as the subcontractor is clear in the levels of action that is required.
23. **Health and Safety Team**
The Health and Safety Team provide advisory support on the implications of Health and Safety legislation as it affects this policy.
24. **Sub-Contractors and their employees**
All Sub-Contractors and their employees have a responsibility to fulfil the requirements of the Agreement relating to College policies including Health and Safety, Safeguarding, Equality and Diversity, Audit and Quality compliance. Sub-Contractors must comply with the College's Policies including safety standards, and meet their statutory obligations with regards to Health and Safety. Ensuring that any accident, incident or near miss arising is reported in line with the College procedures.

25. The Sub-Contractor is responsible for:

- Providing the information requested by the College as a part of the due diligence process.
- Sub-Contractors must comply with the College's Policies including safety standards and meet their statutory obligations with regards to Health and Safety. Ensuring that any accident, incident or near miss arising is reported in line with the college procedures.
- Providing information to the College about how its activities will affect College students, and others for whom the College has a responsibility prior to any work being undertaken.
- Providing the College, documentation to enable the College to make a judgement as to the suitability to enter into a sub-contract Agreement. The documentation is to be updated on a timely basis and at the request of the college for the duration of the Agreement.
- Ensuring that Students are eligible for funding in accordance with the latest ESFA Funding Rules and any subsequent amendments.
- Informing the college of any changes of:
 - Ownership of the organisation
 - The management structure of the organisation
 - Loss of centre accreditation / direct claim status
 - Status in relation to winding up orders
- Details of any accidents / dangerous occurrences affecting students or a learning environment.
- Details of any Safeguarding issues.
- Details of any Criminal Offences of students prior to any learning taking place.
- Entry onto the RoATP and maintaining its registration.
- Being Matrix Accredited and maintaining its accreditation or attaining accreditation at its own cost.
- Completion of an annual Self-Assessment Report.
- Submission of enrolments, registers and completion
- Submission of enrolments, registers and completion documentary evidence in a timely and with minimal errors or omissions.

Implementation Arrangements - Sub-contracting rationale

26. Moulton College works with sub-contract providers primarily for but not limited to the following reasons:

- The College recognises and values the diverse range of learning opportunities provided that may not otherwise be available at Moulton College, through partnership with external Sub-Contractors, this enables Moulton College to offer a more comprehensive curriculum to potential students, employers and stake holders.
- Working in partnership enables Moulton College to reach individuals who may not ordinarily become students at a College or experience learning in a College environment.
- Students will have access to facilities or expertise in relation to delivery that is otherwise unavailable at Moulton College. To ensure the Subcontract provision meets the standards set out in the Common Inspection Framework and the expectations of the Student and the Employer, Moulton College will undertake:

- Monitoring of provision by making announced and unannounced visits to the premises where delivery is taking place to satisfy quality audit requirements.
 - Observation of teaching and assessment where delivery is taking place.
 - Monitoring of attendance evidence, IAG, reviews, accreditation and achievement.
 - To verify student authenticity.
 - Review meetings
 - Data analysis
 - Health and Safety, Audit and Quality trail including enrolment, progression and destination.
 - Compliments and complaints procedure and review.
27. Moderation/IQA/EQA visits Moulton College will provide to the Sub-Contractor:
- All required documentation to complete and satisfy the requirements of quality assurance, audit and inspection.
 - Moulton College Students must have access to Student Services, Additional Student Support, Bursary funds, Student Union and College facilities.
 - Data relating to the Sub-Contractor's students in line with GDPR.
 - Remuneration for services provided based on information supplied by the Sub-Contractor as calculated by the Student Information Software.
 - Remuneration will be based on an agreed Management Fee, where the Sub-Contractor provides inaccurate documentation which exceeds an agreed percentage the College has the right to increase the Management Fee.

Contribution to improving teaching and learning

28. Moulton College implement an account management process that maintains regular contact with our Sub-Contractors. This forms part of the Quality Cycle that is in place to ensure that the range of services provided for the fee charged, adequately contribute towards the improvement of teaching and learning.
29. Lesson observations are undertaken on all Sub-Contract partners to monitor the quality of delivery and ensure minimum levels are maintained. Robust feedback is provided to the observer and outcomes discussed during account Management meetings.
30. Any practitioners who are issued with an action plan for improvement are subject to a re-observation within a six week period to ensure the level of quality improves.
31. The Sub-Contractor must ensure that all employees linked to the Agreement have appropriate qualifications and experience to carry out their role. Notification of Continual Professional Development needs to be provided at the start of the Agreement and then on a regular basis thereafter.
32. Moulton College invite all Sub-Contractors and their staff to attend Continual Professional Development (CPD) training opportunities and events to contribute to the improvement of teaching and learning. Moulton College also inform Sub-Contractors of any mandatory training that may be required.
33. Surveys are carried out with both employers and students to ascertain quality of delivery and training, the induction process, knowledge and skills of teaching staff and overall satisfaction. Feedback is disseminated via account management meetings.

34. All Sub-Contract partners are continually informed, via regular account management meetings, of success and retention rates and their performance against Moulton College and National benchmarks.
35. All Sub-Contract partners have access to learning resources and marketing materials to assist and contribute with improving teaching and learning.

Charging approach and fee range

36. The fee charged by Moulton College shall be agreed in the contract between the parties and shall be determined by the following:
 - a. A standard portion of the funding earned will be included in the Fee Structure as a standard management fee. This will be in support of the agreed minimum level of service provided by the College in support of delivery.
 - b. The College will have the option to increase or decrease the management fee in proportion to the risk, content, nature and distribution of the Sub-contract delivery, determined by the College.
 - c. The fee structure shall enable the College to increase the management fee in relation to any failure by the Sub-Contractor to hit agreed standards and targets.
 - d. In order to provide continuous improvement of standards in the sub-contracted provision, the fee structure will allow the College to provide any additional, non-specific services deemed necessary, over and above the agreed minimum level of service.
 - e. Any Sub-Contractor will be able to purchase additional services from the College, deemed necessary and above and beyond the agreed minimum level of service.
 - f. The fee structure will be established with individual Sub-Contractors with the following guidelines in mind:

Provision of services by the College	Standard fee as proportion of funding earned	Possible range of fee as proportion of funding earned	Direct charge for specific services
Agreed minimum Standard	15%	15-20%	N/A
Additional non-specific services	N/A	To be charged in accordance with cost of specific service to college	N/A
Additional specific services	N/A		To be charged in accordance with cost of specific service to college

Payment terms

37. The level of fee charged by the College will be agreed by all parties in relation to the charging approach and fee range included in this policy. This shall be set out within the contract between the Sub-Contractor and the College.
38. Within the contract will be the agreed payment terms set against the funding claimed by the College in relation to the sub-contracted delivery. This shall include and be no less than:
 - Subcontractors will be paid monthly in arrears.
 - Payment will be based on actual delivery evidenced through the College's ILR.
 - Payment by BACS will be made within 30 days of the subcontractor submitting a validated invoice to the College

Dissemination of policy

38. This policy is made available to all Sub-Contracting organisations as part of the contracting process undertaken by the College with all potential partners prior to entering into a sub-contract partnership.
39. The policy is distributed to the College's Executive Team.
40. The Moulton College Corporation are required to approve the Policy prior to adoption.
41. The policy will be published on the main College Website and can be assessed at: <http://www.moulton.ac.uk>

Monitoring and Review

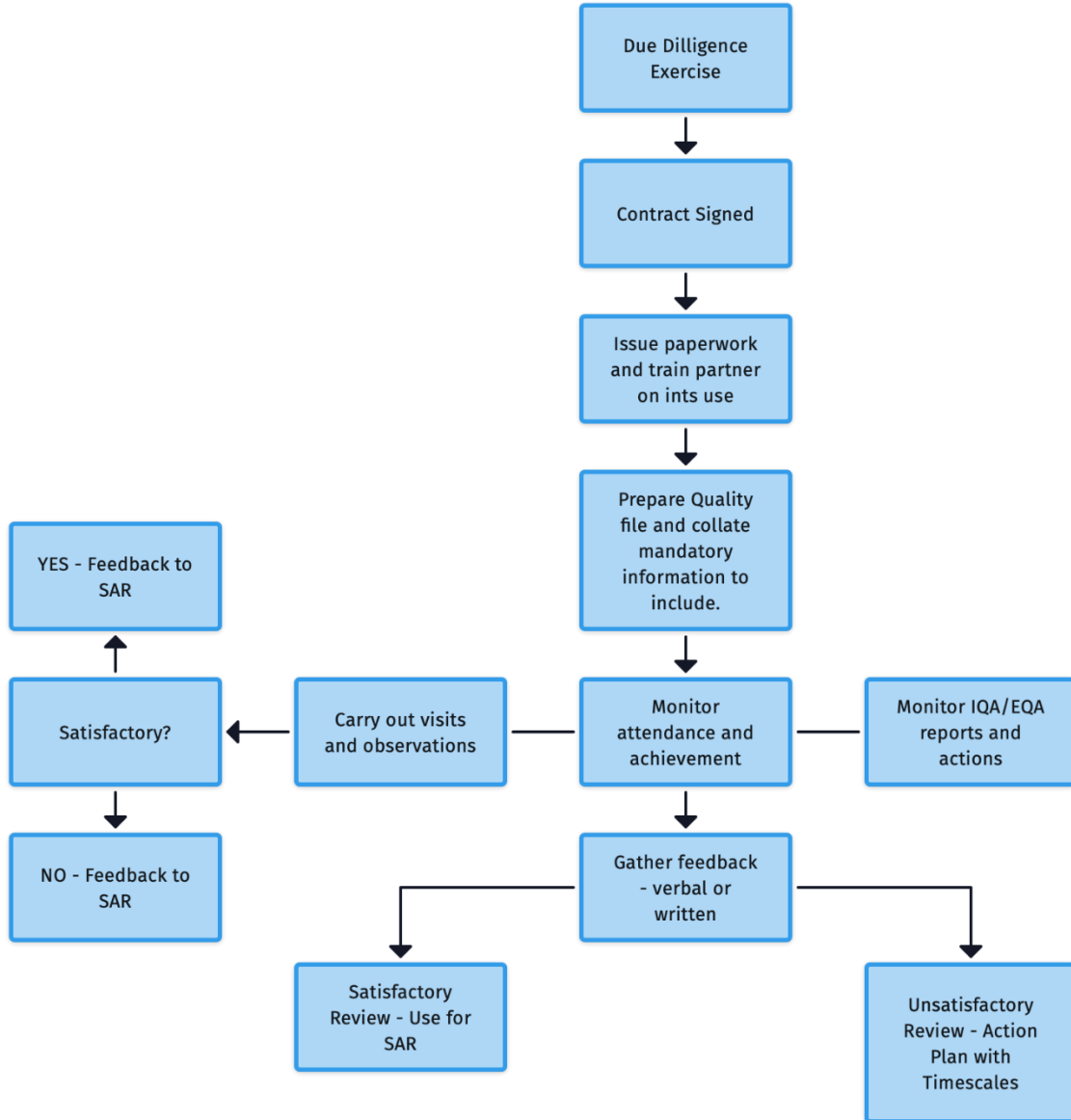
42. This policy will be reviewed after any change to statutory requirement, organisational or management change, HSE guidance or otherwise after 1 year.
43. Sub-Contractors are responsible for ensuring that they co-operate with Moulton College (and its representatives) to ensure compliance with this policy.

Appendices

44. The following appendices are part of this policy:
 - A. Flowchart
 - B. Due Diligence Process for Proposed Partner Organisations
 - C. Proposed Partner Organisation: Grounds for mandatory exclusion
 - D. Proposed Partner Organisation: Grounds for discretionary exclusion

Appendix A

45. The flowchart below demonstrates the workflow process in relation to this policy:



Appendix B Due Diligence Checklist 2021-22



This is not an exhaustive list and the College reserves the right to ask for follow up or additional information as required to complete the due diligence process

Partner Details	
Company Name	
Street Name	
Postcode	
Telephone	
Email	

Contact Details					
Person 1 (Primary)		Role:		Tel:	
Person 2		Role:		Tel:	
Person 3		Role:		Tel:	

Organisation Details		
Do you have an organisation chart including roles and responsibilities? *	Yes	No
Do you hold certification, CV and CPD records for each member of staff? *	Yes	No
Please describe what methods are used to securely store staff details:		
Who will be the delivery staff for the partnership?		
Do all identified staff have a current and enhanced DBS in place? *	Yes	No
Has your organisation been subject to an Ofsted inspection? *	Yes	No
If yes, please provide the date, and the latest Ofsted judgement Grades:		

Financial Details		
Do you have a UK Provider Reference Number (UKPRN)?	Yes	No
If Yes, please provide your UKPRN:		
Do you hold or partner with another provider/consortium that hold an ESFA or Government funded Contract?	Yes	No
Do you have any outstanding county court Judgements?	Yes	No
Is your company registered with companies house?	Yes	No
If yes, What is your registered number:		
If yes, what is your legal name as it appears on Companies house?		
If yes, what is the name(s) of the Director(s) of the company?		
Do you have three years of audited accounts? *	Yes	No
Please provide the year that the company was formed:		
Do you hold Public Liability Insurance? *	Yes	No
Name of Insurer:		
Renewal date of Insurance:		

Health and Safety Details		
Carried out health and safety risk assessments covering the proposed sub-contracted learners *	Yes	No
All staff providing training for the college are first aid qualified *	Yes	No
Proposed partner organisation has declared all reportable injuries, diseases and dangerous occurrences covered by the RIDDOR regulations over the last three years together with the actions they have implemented to prevent reoccurrences	Yes	No

Data Protection Safety Details		
Complies with data protection legislation (including the notification of the Information Commissioner's Office that they process personal information) and has appropriate data protection and security systems in place for the exchange of personal data with the college (Data Protection Policy)	Yes	No
Systems are in place to ensure compliance with the ESFA's requirements for data collection and the keeping of records (Data Protection Policy)	Yes	No

Quality Details		
Do you have performance data for three years (Pass, Ret, Ach.) by provision type.	Yes	No
Do you have the following policies?		
Health and Safety inc. Risk Assessments*	Yes	No
Assessment and Internal Quality Assurance*	Yes	No
Assessment Malpractice (inc. Plagiarism) *	Yes	No
Assessor Observation *	Yes	No
Assessment Appeals *	Yes	No
Complaints and Compliments *	Yes	No
Equality and Diversity *	Yes	No
Safeguarding (inc. Peer on Peer Abuse; and The Prevent Duty) *	Yes	No
Staff Development *	Yes	No
Volunteering Policy *	Yes	No
Are these policies regularly reviewed and updated?	Yes	No
Are you registered with any awarding organisations?	Yes	No
If yes, please list: *		
Do you have copies of External Quality Assurance reports for each Awarding Organisation identified above? *	Yes	No
Describe what methods you use to securely store candidate details and assessment records:		
Describe what methods you use to ensure that candidate development needs and assessment requirements are identified and met:		
Please detail any quality marks that your organisation holds, e.g., Matrix, Investors in people, ISO9000, etc:		
Do you regularly collect candidate feedback? *	Yes	No
If yes, how do you do this?		
Do you complete an Annual Self Evaluation Document for self-assessment and quality improvement purposes? *	Yes	No

* = Please send all evidence electronically to quality@moulton.ac.uk

Appendix C - Overall Effectiveness of Safeguarding Procedures 2020/21

Organisation Name:	
Do you currently deliver to under 18's, or vulnerable adults?:	

	Yes	In Part	No	Evidence
1. Policies and Wider Safeguarding				
a. Do you have				
i. A policy and procedure in place that deals with Safeguarding and Prevent?				
ii. Appropriate safeguarding responses to current key safeguarding themes, for example; Criminal Exploitation, Modern Slavery, Radicalisation, Child Sexual Exploitation, Domestic Abuse, Mental Health established in the policy?				
iii. A policy that deals with behaviour, conduct or bullying and harassment? (http://www.acas.org.uk/index.aspx?articleid=1864)				
b. Have all staff read Part 1 of KCSiE 2020 and Annex A?				
c. Have learners been provided with guidance on how to safely take part in on-line learning and how to stay safe online?				
d. Does the organisation take effective and prompt action when deficiencies/weaknesses in policy, practice or procedure are identified?				
2. Leadership and Management				
a. Does the Designated Safeguarding Lead have the training and level of authority to carry out the role as specified in KCSiE 2020?				
b. Is there processes to provide cover if the DSL is absent?				
c. Does the CEO (or equivalent) have an understanding of safeguarding and receive training to support this and do they have oversight of safeguarding policies?				
d. Are there procedures in place for dealing with allegations against staff and are they in accordance with both LSCB procedures and DfE guidance?				
i. Training				
a. Has the DSL (and anyone providing cover) undertaken appropriate training within the last 2 years?				

	Yes	In Part	No	Evidence
b. Have all staff and other adults who work within the setting received safeguarding awareness training?				
c. Are regular safeguarding updates provided to all staff?				
d. Do all new staff, including agency staff, temporary staff and volunteers take part in an induction which includes information on safeguarding procedures and their responsibilities?				
e. Have staff been alerted to the increased risk of harm to learners who are not attending face to face lessons and have they been provided with guidance on how to conduct a 'safe' on-line lesson?				
ii. Safer Recruitment				
a. Are there procedures for safer recruitment and vetting in place?				
d. Is there a record of safer recruitment in place? Does it include:				
▪ Identity checks carried out, when and by whom?				
▪ All staff and volunteers working in regulated activity have a DBS check				
▪ Written confirmation from a supply agency, where relevant, that all the appropriate checks have been carried out and are satisfactory?				
▪ A record of all dates for completed checks?				
▪ A record of qualifications where this is a requirement of the job e.g. QTS?				
▪ Evidence of the Right to Work in the UK?				
▪ Evidence of lived abroad / overseas Police check where applicable?				
3. Behaviour and Safety				
a. Are all staff aware of the process to raise concerns about unsafe or poor safeguarding practice or potential concerns?				
b. Is the DSL aware of indicators of specific safeguarding issues highlighted by KCSiE and the LSCB priorities?				
c. Are procedures and policies relating to physical intervention and use of Reasonable Force in place?				
4. Is the training centre safe? (For organisations who have learners on site)				
a. Are there adequate security arrangements for the grounds and buildings?				

	Yes	In Part	No	Evidence
b. Are visitors or volunteers or those using the premises required to sign in and monitored?				
5. Interagency Working				
a. Are there effective systems in place for referring safeguarding concerns to relevant agencies in a timely manner?				
b. Is the DSL allocated sufficient time and resource to discharge their responsibilities, including taking part in inter-agency assessments and meetings?				
c. Is the DSL aware of under 18's with SEN who are, or may be, living in a private fostering arrangement?				
6. Reporting and Recording				
a. Are child protection (CP) records stored securely and separately from learners' records?				
b. Are the records of good quality and up to date; do they indicate action that has been taken?				
c. Where under 18 learners have left, has the CP record been transferred to another provider or destroyed appropriately?				
d. Are all staff aware of the process for making referrals to Children's Services social care and what action to take if their concerns are not acted on?				
e. Does the setting encourage a clear culture of open communication?				
7. Keeping Learners Safe Outside Normal Provision				
a. Where relevant, are safeguarding arrangements in place for those on work-based placement, work experience and educational visits?				

Appendix D - Proposed Partner Organisation: Grounds for mandatory exclusion

The Mandatory Declaration below must be completed. The Declaration must be signed by an authorised person of suitable seniority within the organisation.

Important Notice: In some circumstances the college is required by law to exclude companies from participating further in any process. If you answer 'yes' to any question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

A.1.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Response (Yes / No)
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
(c) the common law offence of bribery;	
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	
(f) any offence listed —	
(i) in section 41 of the Counter Terrorism Act 2008; or	
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	
(h) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;	
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	

(k) an offence under section 59A of the Sexual Offences Act 2003;	
(l) an offence under section 71 of the Coroners and Justice Act 2009	
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive -	
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	
<p><u>Non-payment of taxes</u> Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate sheet to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>	

If you have answered “yes” to any of the above questions full details must be enclosed with your due diligence submission to enable the College to make a decision on whether work with your organisation. Subsequent discovery by the College of any non-disclosure will be grounds for the College to set aside any contract award decision, or to terminate the contract should they choose to do so.

Please include full details of any disclosure below:

Response:

I confirm that the information given in this form is true, complete and accurate to the best of my knowledge.

Signature:

Name:

Position:

Date:

Appendix E - Proposed Partner Organisation: grounds for discretionary exclusion

Important Notice

The College is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you answer 'yes' to any question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out below full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the College in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

Please state 'Yes' or 'No' to each question.

A.2.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Response Yes / No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State	
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;	
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;	
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in Regulation 41, that cannot be remedied by other, less intrusive, measures;	
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	
(h) your organisation —	
(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or	
(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or	
(i) your organisation has undertaken to -	
(i) unduly influence the decision-making process of the contracting authority, or	
(ii) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	

If you have answered "yes" to any of the above questions full details must be enclosed with this submission to enable the College to make a decision on whether your company should be excluded.

Please set out below full details of the relevant incident and any remedial action taken subsequently:

Response:

I confirm that the information given in this form is true, complete and accurate to the best of my knowledge.

Signature:

Name:

Position:

Date:

Equality Impact Assessment (EIA)

Please complete both sides of this Equality Impact Assessment and ensure that the latest copy of this is recorded as part of the appendices of the specific policy.

Policy Reference and Name	
Assessment date	8 September 2021
Completed by	
What are the aims of the policy?	
Who does the policy affect?	
Who is involved in implementing the policy?	
What information is currently available about the impact of this policy and its associated procedures?	
Do you need more information to help you make an assessment about the impact of this policy and its associated procedures?	
Do you have any examples that show how this policy will have a positive impact on any of the equality characteristics listed in the table below?	
Which other policies does this policy link with?	
What consultation has taken place in the development of this policy?	

Use the table below to assess the impact of this policy on each of the listed characteristics. Your decision must be evidence based. Sources of evidence might include success rates, achievement gaps, application and enrolment data, student voice, consultation outcomes, recruitment and employment data, customer feedback or complaints, meeting minutes.

Characteristic (These characteristics are protected under the Equality Act 2010)	Negative impact? Y / N	Evidence to support your impact assessment decision	Requires further action? Y/N
Age	N		N
Disability	N		N
Race	N		N
Gender, inc. re-assignment	N		N
Sexual orientation	N		N
Religion / belief	N		N
Pregnancy / maternity	N		N
Marriage / civil partnership	N		N
Socio-economic	N		N

Overall EIA judgement

Select	
✓	No change required - The assessment is that the policy is/will be robust. There is no evidence of potentially unlawful discrimination and all reasonable opportunities to advance equality and foster good relations have been taken, subject to continuing monitoring and review
	Adjust the policy or practice - This involves taking steps to remove any barriers, to better advance equality and/or to foster good relations. This may involve removing or changing the aspect of the policy that creates any negative or unwanted impact. It may also involve introducing additional measures to reduce or mitigate any potential negative impact
	Continue the policy - This means adopting/continuing with the policy despite the potential for adverse impact. Set out the rationale for this decision, including how the decision is compatible with our legal obligation. Where there is discrimination, but it is considered not to be unlawful – the objective justification must be recorded
	Stop the policy - If there would otherwise be unlawful discrimination or adverse effects that are not justified and cannot be prevented/mitigated