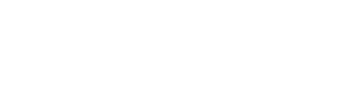
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**©2015 NSPCC. Photography by Tom Hull. The child pictured is a model. Registered charity England and Wales 216401 Scotland SC037717**

**Proposal for a RAPID REVIEW on what works in preventing child abuse or neglect where adversity is present**

**October 2016**

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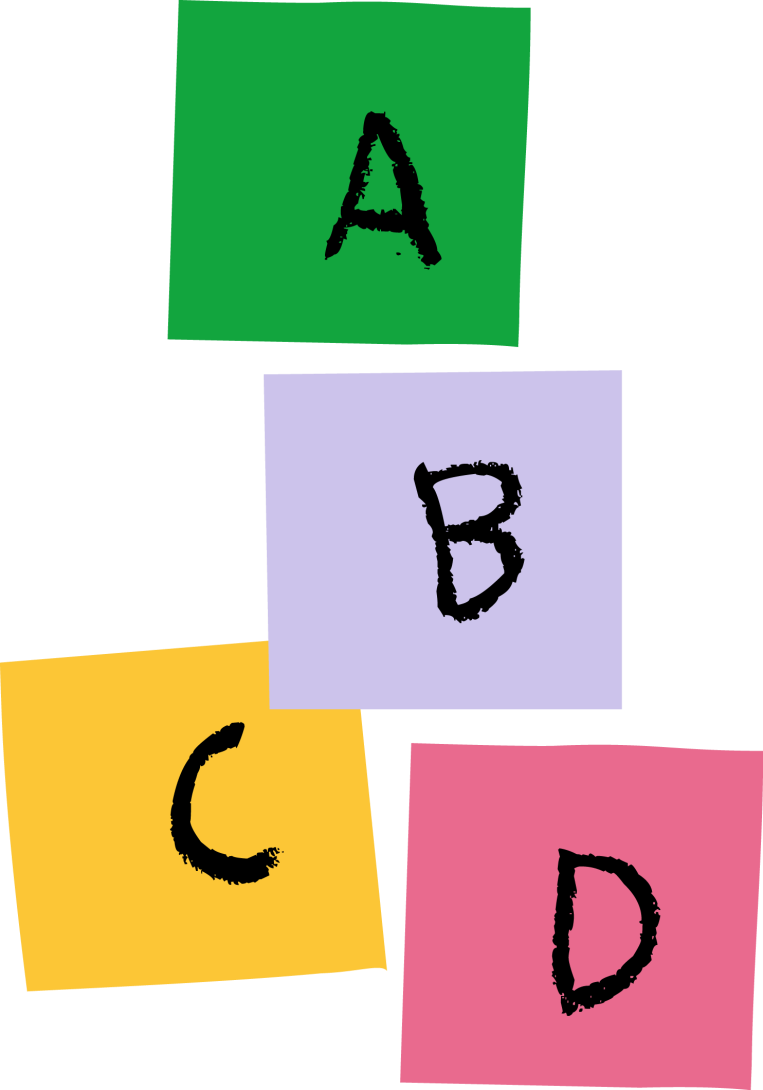
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1. **Introduction**

Our goals to prevent sexual abuse and to make children safe from abuse online require a significant advance in our understanding of how to prevent adults from committing child sexual abuse.

Child sexual abuse can have serious and long term consequences for the children who experience it and for wider society. The NSPCC has estimated the financial cost of child sexual abuse to the UK in 2012 to be between £1.6 billion - £3.2 billion . The costs are largely incurred by health services, social services and the criminal justice system.

Online child sexual abuse is a relatively new area of concern, compared to combatting other forms of off-line child abuse, with many organisations just now beginning to engage in this work. The NSPCC, along with a few other key organisations, has been at the forefront of this work. There is increasing evidence of a link between online offences and contact sexual abuse offences . The online risks to young people include the sharing and viewing of child abuse images, sexual grooming, bullying and sexual abuse. The nature and scale of the challenge is fast moving given the dynamic nature of the digital world.

There is an emerging body of research on what works in the prevention of child sexual abuse, much of which supports the use of a public health approach . This approach strives to prevent sexual abuse by identifying and reducing risk factors for sexually abusive behaviour including family dysfunction, negative peer influences, adverse community living conditions, and inappropriate social messages.

Developments in this area has reached a point such that targeted research on offenders and potential offenders could result in significant gains in protecting children from online sexual abuse and potentially contact sexual abuse.

Research into the links between image collection, grooming and contact abuse could allow us to target offenders who are most likely to commit contact sexual abuse. Some child abuse image collectors have serious images of children (as rated on the COPINE scale), but no history of contact offending. There is some evidence that offenders who have smaller collections of child abuse images and are linked with small networks of other child abuse image offenders are more likely to contact abuse. Understanding more about the links would help identify which groups of child abuse image offenders pose most risk to children.

Understanding what works in terms of deterring offenders and potential offenders.Research into what works in terms of deterring offenders, both from looking at child abuse images for the first time, and in terms of deterring more committed offenders is needed to develop effective deterrent programmes, that includes, but goes beyond stop and desist messages. What might be the most promising forms of deterrence and where should we put our energies in terms of devising new and improved deterrents to tackle this phenomenon? Translating research into a theoretically and empirically founded prevention and intervention for child abuse image offenders and potential offenders could have a significant impact on the prevention of child sexual abuse.

The NSPCC is looking to fund a researcher or team to conduct a rapid literature review to identify the interventions, campaigns, activities and community behaviours which have been found to be effective in preventing parents facing adversity going on to abuse or neglect their children.

One of the NSPCC's strategic goals is to prevent abuse in families and communities facing adversity. By adversity the NSPCC means that a family is experiencing one or more of the following: parental mental health problems, parental alcohol and substance misuse and/or domestic abuse. These three adversities create significant risks for all forms of child abuse and neglect.

* Up to 1 million children live in families where there is drug misuse (Manning V. et al 2009)
* Up to 3.5 million children live in families where there is alcohol misuse (Manning, V. et al 2009)
* More than 1.75 million children have been exposed to domestic abuse (Radford et al 2011)

The NSPCC has plans to launch Prevention Centres, where we work with local partners located in different towns and cities in the UK, to reduce abuse in families and communities facing adversity.

By ‘prevention’ we are using a three-level model which consists of:

* Primary prevention – universal approaches to reduce the potential incidence of abuse and neglect
* Secondary prevention – targeted approaches where there is a greater likelihood of abuse or neglect based on the identified risk factors of parental mental health problems, parental alcohol and substance misuse and domestic abuse
* Tertiary prevention – to promote the recovery and prevent further deterioration in cases where abuse or neglect has already been identified.

It is anticipated that the NSPCC prevention centres will work at the primary and secondary prevention levels and in rare cases at the tertiary level, so the literature review should reflect this balance.

These prevention centres will operate a place-based initiative (PBI) model, seeking to address the collective problems of families and communities at a local level, with a focus on community strengthening to increase the engagement, connectedness and resilience of local communities (Wiseman 2006). These PBIs typically include small clearly defined locations of relatively high need; strategic local partnerships to development; localised programmes; the use of evidence-based interventions; the use of multiple access points; the use of community-wide media strategies to maximise reach; and the use of data collection to lead to continuous improvement.

The NSPCC is currently in the process of planning how the centres can be most effective in helping families and communities prevent abuse. Having a review about what already works is crucial to the NSPCC ensuring the right blend of services, skills and approaches.

This is a proposal for a rapid review of the literature. The purpose of the review is to bring together the existing body of evidence relating to parenting in the context of parental mental health, parental alcohol and substance misuse and domestic abuse and it will:

* Have a clear focus on ‘what works’ for parenting within these three adversities
* Attempt to identify all the relevant research from a range of sources such as published reports, journal articles, local and national government statistics, so-called grey produced outside of commercial publishers
* Make explicit the range of research that has been reviewed
* Have a focus on the four nations of the United Kingdom but also include relevant transferable international material
* Include quantitative and qualitative literature
* Include literature which has been published or reported since the year 2000

1. The Questions to be addressed
2. What interventions, campaigns, activities and community behaviours have been found to be effective in **preventing** parents facing adversity going on to abuse or neglect their children at the local area level? These should include the type of intervention, its style of delivery, and models of community development approaches, within the range of primary prevention. Here this means working with families before abuse and neglect occurs, and describing activities which are usually offered to all families at a whole community level.
3. What interventions, campaigns, activities and community behaviours have been found to be effective in helping parents facing adversity receive **early help** when concerns over possible abuse or neglect have been made? These should include the type of intervention, its style of delivery, and models of community development approaches, within the range of secondary prevention. Here this means targeted work regarding families facing adversity , with the aims of offering specific support and activities which prevent family adversity being translated into child abuse and neglect.
4. How effective are these prevention activities when provided within a place-based approach for parents facing adversity?
5. What are the costs associated with the running of these interventions, where they are known?
6. Link to broader NSPCC work

During our 130 years as a charity we have played our part to help bring about huge changes for children, but we know that, in an ever-changing world, there are more challenges to come. That's why we have outlined an ambitious strategy to make 5 million children safer by 2021.

Our strategy 2016-2021 will focus on five goals which set out how we're practically going to tackle the most important issues that children and their families face in the UK today:

Goal 1 Prevent child abuse in families facing adversity.

Goal 2 Prevent child sexual abuse.

Goal 3 Help children speak out and adults take action about abuse.

Goal 4 Help abused children get back on track.

Goal 5 Make children safe from abuse online.

The development of Prevention Centres is within Goal 1 of the new strategy. The centres are place-based initiatives and alongside delivering services ourselves we will be seeking to work in partnership with the local community and local agencies. We will work with local partners to determine what activities should be delivered through the Prevention Centres, but these might include direct services for families facing adversity, community development work, campaigns and awareness raising, and work with schools, police, local authority and health services.

1. Methodology

The methodology should be proposed by the researcher or team.

* We will identify a contract manager to work closely with the researcher or team.
* Progress updates and findings will need to be shared frequently with the contract manager, who will be a member of the NSPCC prevention centre development team.
* It is anticipated that the review will take 12 weeks to complete and that the date of completion is 28 February 2017.

1. **Expected results and output**

We require a written report and an oral presentation from the literature review.

A written report on the material researched.

This should include tables and charts of the mechanisms of change for questions 1 and 2. We produce evaluation reports in the 1:3:25 page format in order to ensure that research findings are presented in a logical and consistent manner (Canadian Health Services Research Foundation). However we recognize that the format for this rapid review will be longer, probably in the style of the Research in Practice key messages from research, policy and practice reviews (for example Tunnard 2002, 2004) and the multiple adversities literature review by Barnardos, NSPCC and NCB (Davidson, Bunting and Webb 2012). We are looking for a report that is written in a language that is clear and accessible to the non-research specialist. We would expect to publish the completed report so that it can be a demonstrable output of this work for the public good, not only in the particular localities where Prevention Centres are developed, but to the furtherance of prevention in the field more generally..

We would like an update report after week 8 of the 12 week timetable, that can demonstrate the progress made and the likely shape of the final report. This would be used to inform the NSPCC Prevention Centres project team to monitor the literature project and is not intended for wider dissemination.

A presentation to NSPCC staff at a central London location.

The audience will include NSPCC development and service managers, policy officers, evaluators, and practitioners. This should include an agreement to consent to filming and internal distribution by NSPCC which would include showing to external partner agencies in prevention centre sites or at a national advisory group.

1. **Who might respond to this research call?**

We are seeking an experienced researcher or consultant who will carry out this review. This tender is going out to academic and research institutions, which already have good access to the relevant research and literature. We invite such individuals or institutions who can demonstrate a knowledge of the subject areas and have the experience of producing literature reviews of publishable quality to tight deadlines to respond to this call.

1. Introducing NSPCC Knowledge and Information Services

The NSPCC’s Knowledge and Information Service is the most comprehensive resource for the latest child protection research, policy and practice in the UK. The NSPCC’s library catalogue is the only UK database that specialises in published material on child protection, child abuse and related subjects. Our information specialists catalogue articles published in a range of academic journals, summarising key findings from research; and, unlike many subscription databases, our library catalogue also contains books and grey literature.

The library catalogue is available to search online at: http://www.nspcc.org.uk/library.

NSPCC information specialists are available to support research activities carried out by and on behalf of the NSPCC. They can help with the initial scoping of research, including selection of databases and search terms, and can advise on the presentation of results. They are experts in searching a number of databases, including the NSPCC’s library catalogue, and may be able to support you with literature reviews including systematic reviews.

You can access the library collection by appointment at the NSPCC’s offices in central London.

Contact NSPCC Knowledge and Information Services:

Tel: 0808 800 5000 | Email: help@nspcc.org.uk | Twitter: @NSPCCpro

Find out more at <http://www.nspcc.org.uk/research>. We have attached a fuller description as Appendix D.

1. Your Response

**Important Note:** This document is your response format. You are required to follow the instructions and use the text boxes provided for your response. Any screenshots or additional information to help support your response should be appropriately cross-referenced to the relevant question and attached in Appendix E – Additional Information. **You are also required to complete the Business Questionnaire provided as Appendix A.** Should your organisation be selected to go through to the next stage, you may be asked for further details to support the answers you provide in this section. The NSPCC also reserves itself the right to audit your responses to this research call throughout the term of any resulting agreement.

Please set out in your proposal:

* Your methodology: how you would go about each stage of this research
* Any suggestions you have for further developing or improving this piece of work
* A budget for undertaking this work, including day rates for each individual working on the project (see Appendix B). For your guidance the maximum available for the review is £10,000.
* CVs for the proposed project team and their specific role
* Project timeline

8.1 Your Approach

|  |
| --- |
| 8.1.1Please set out a thorough description of how you propose to carry out each stage of this project. In this section we will be looking for you to set out an appropriate and feasible methodology which you consider to be most effective. Please specifically note if you will be using the services of the NSPCC knowledge and information service. Please limit your response to 1 side of A4 paper with size 11 font.  *Response:*  Click here to enter text. |
| 8.1.2 Can you state why the chosen methods are the best for achieving the specified goals and producing the outputs within the time and resource constraints set for the project. Please limit your response to 1 side of A4 paper with size 11 font.  *Response:*  Click here to enter text. |
| 8.1.3. Please address any ethical and safeguarding issues arising from your proposal. Please limit your response to 1 side of A4 with size 11 font  *Response:*  Click here to enter text. |
| 8.1.4. Can you critique the task and the objective and offer suggestions on how they might be improved? Please limit your response to 1 side of A4 with size 11 font.  *Response:*  Click here to enter text. |

**8.2 Project Management**

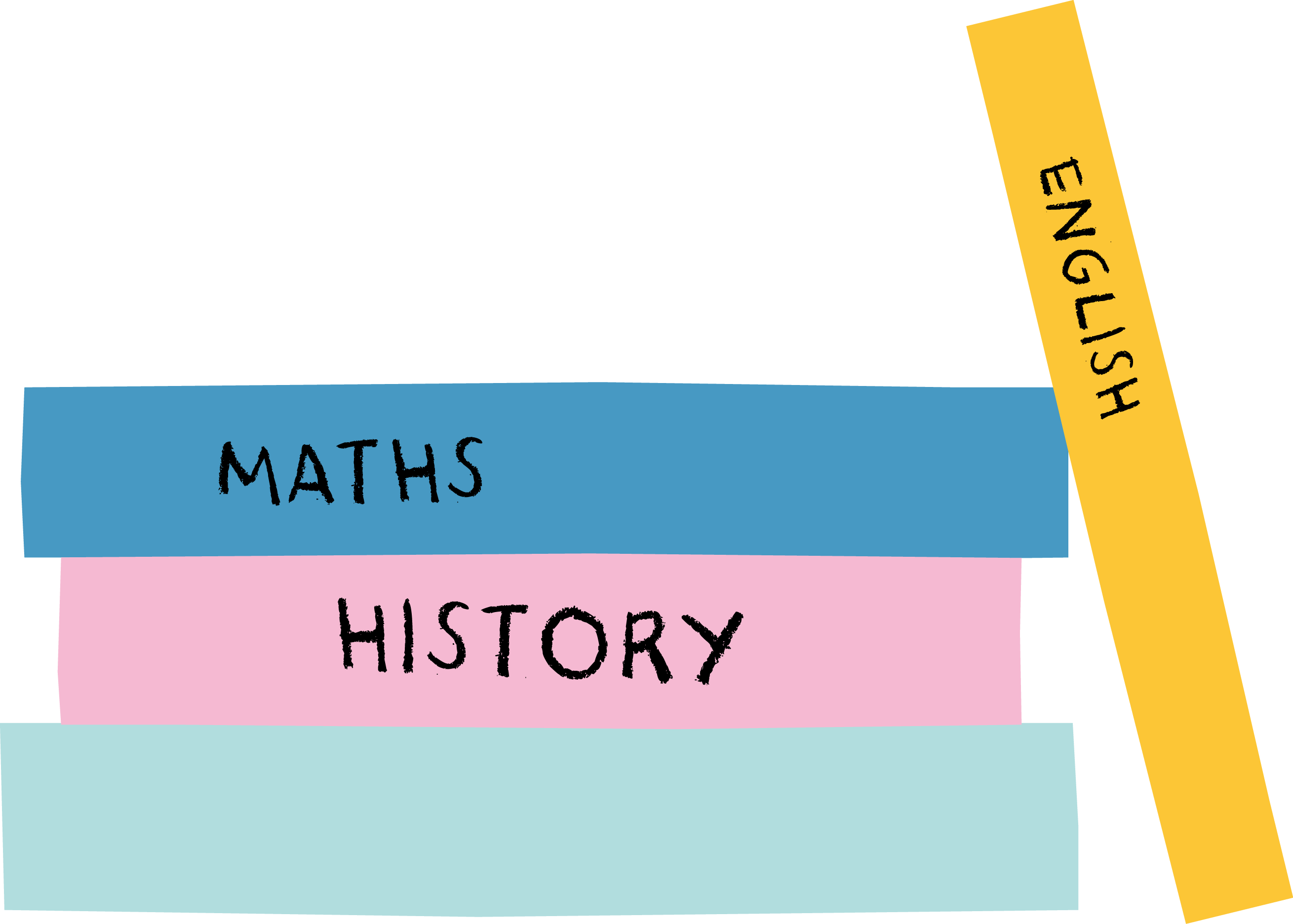
|  |
| --- |
| 8.2.1 We would like you to provide a detailed timetable, showing the milestones and deliverables for each stage. Please also detail any tasks/resources you require from the NSPCC in order to achieve the deliverables. This can be provided in **Appendix E – Additional Information** if you wish to use Gantt charts or other diagrams. Please limit your response to 1 side of A4 with size 11 font.  *Response:*  Click here to enter text. |
| 8.2.2 Please give a summary of key risks (if any) associated with this project and explain how you will assess and manage the risks that might jeopardise progress of the project. Please include details about how you will ensure compliance with data protection legislation. Please limit your response to 1 side of A4 paper with size 11 font.  *Response:*  Click here to enter text. |
| 8.2.3 Please provide details of quality assurance processes that will be used to ensure that outputs are produced to a high standard. Please limit your response to 1 side of A4 paper with size 11 font.  *Response:*  Click here to enter text. |

**8.3 The Researcher or Team**

|  |
| --- |
| 8.3.1 Provide a CV and experience of the project lead (as an attachment in **Appendix E: Additional Information**). It would also assist if you can provide hyperlinks and/or copies of reports undertaken as examples.  *Response:*  Click here to enter text.  *Use this text box to identify the attachments provided* |
| 8.3.2 If it is not possible to provide copies of previous work that demonstrates relevant experience then use the text box below to provide details of similar projects undertaken.  *Response:*  Click here to enter text. |
| 8.3.3 Provide short CVs and details of experience for other key staff proposed (as an attachment in **Appendix E: Additional Information**) and use the text box below to identify any supporting information and/or provide case studies to illustrate experience of similar projects.  *Response:*  Click here to enter text. |
| 8.3.4 Please provide case studies of similar research you have undertaken and provide the names and contact details of at least two suitable references.  Case Study 1:  Click here to enter text.  Case Study 2:  Click here to enter text.  Case Study 1 Reference:  Click here to enter text.  Case Study 2 Reference:  Click here to enter text. |

**8.4 Our Proposed Cost and Value for Money**

|  |
| --- |
| 8.4.1. Use the spreadsheet contained within **Appendix B** to provide a detailed costing (ex VAT) of your proposal. Use the text box below to provide any commentary required to support the costs submitted. Please keep your text response to 1 side of A4 paper, font size 11.  *Response:*  Click here to enter text. |
| 8.4.2 Explain how you would ensure transparency and auditability concerning charging, invoicing and any other business matters.  *Response:*  Click here to enter text. |
| 8.4.3. Describe how you would help achieve value for money through your appointment. Please keep your response to 1 side of A4 paper, font size 11.  *Response:*  Click here to enter text. |
| 8.4.4. If appointed the agreed cost will be fixed at a maximum of £10,000 and any additional costs incurred due to variation or change must be fully authorised. Can you describe the change control process you would follow should this be required  *Response:*  Click here to enter text. |



1. Application Evaluation Process

Proposals will be evaluated by a panel of NSPCC key stakeholders and the criteria will be based on the following (with weighting included) looking at the overall quality of the proposal:

|  |  |
| --- | --- |
| **Evaluation criteria** |  |
| Robust and suitable methodology along with proven experience, capability, capacity and expertise in the required goods/services | 25% |
| Relevant expertise of the research team, including project management and reporting capabilities | 25% |
| Proposed cost and value for money | 25% |
| Added value in thinking about the scope/approach to this work | 25% |

Proposals will be assessed against the award criteria and depending on the quality, selected Applicants will be invited to discuss in more detail their proposal with the evaluation panel.

10.1. Research Call Timetable

Estimated Timings for the Research Call Process and Reporting

|  |  |
| --- | --- |
| **Activity** | **Target Date** |
| Research call issued via NSPCC Impact & Evidence hub, and other networks such as rip, SRA. | 31st October 2016 |
| Final date for queries from potential bidders with the NSPCC (“the Clarification Period”). | 14th  November 2016 |
| Research call and all supporting documentation returned to the NSPCC: a PDF copy by email and 2 hard copies via post | 18th November 2016 |
| NSPCC to evaluate responses | 21st November2016 |
| NSPCC to notify the successful Applicant, subject to relevant checks and agreement to NSPCC terms of contract | 25th November 2016 |
| Contract finalised and signed off | 30th November 2016 |
| Draft report at Week 8 | 31st January 2017 |
| Final report at Week 12 | 28th February 2017 |

**10.2. Instructions to applicants**

Quantity of 2 hard copies and one PDF electronic version of each response should be sent to the NSPCC Procurement team, no later than 18th November 2016 by 1700hrs (see below for contact details).

Hard copies should be addressed to:

Rapid Review: Adversity

Procurement Department

NSPCC

Weston House

42 Curtain Road

London. EC2A 3NH

One PDF copy should be sent to:

<mailto:procurement@nspcc.org.uk>

**10.3 Confidentiality**

This research call is made available on condition that its contents (including the fact that the Applicant has received this research call) are kept confidential by the Applicant and it is not copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling the Applicant to submit an application.

The Applicant shall ensure that all third parties to whom disclosure is made shall keep any information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.

Applicants must seek the approval of the NSPCC before providing third parties with any information provided in confidence by the NSPCC or its professional advisors and must maintain a register of all employees and third parties who have access to that information. If so requested by the NSPCC, Applicants must make this register available for immediate inspection by the NSPCC or its duly authorised representatives.

The NSPCC shall treat all Applicants’ responses as confidential to it and its advisors during the procurement process.

The NSPCC may, at its request, require unsuccessful respondents immediately to return or destroy all documents and other materials and working papers relating to this project and all copies of them, and to destroy all electronic copies. The respondent may, at the NSPCCs request, be required to confirm in writing that all this information has been returned or destroyed.

**10.4 Late Applications**

Any response received after the deadline without prior agreement will be rejected by the NSPCC.

**10.5 Terms & Conditions**

The draft Contract that the NSPCC proposes to use is attached at Appendix C.

The following documents shall form part of the Contract between the NSPCC and the successful Applicant(s):

1. the Contract;
2. its Schedules;
3. the task and rate card

Applicants who are shortlisted will be asked to indicate if there is any part of this contract they would not be able to comply with. It will be very important to raise any issues at this stage since this Contract will bind the parties should the application be successful.

**10.6 The NSPCC’s right to accept or reject any or all applications**

The NSPCC reserves the right to accept or reject any application and to annul the application process and reject all applications at any time prior to award and acceptance without incurring any liability.

**10.7 Intellectual Property**

The Provider will assign all copyright and other intellectual property arising from the project to the NSPCC. This will be defined within the contract awarded to the successful provider.

**10.8 Corporate Social Responsibility**

Your application response provides an opportunity to support us as a potential client with the important work we do and possibly satisfy any CSR reporting requirements you may have under section 417 of the Companies Act 2006 (dependant on the level of support provided).

**10.9 Notification of Award**

The NSPCC will notify acceptance in writing to the successful Applicant. If agreement is reached with the successful Applicant, then the NSPCC will notify the unsuccessful Applicant as soon as is reasonably practical.

**10.10 Disclaimer**

The NSPCC shall not be liable for or pay any expenses or losses whatsoever, which may be incurred by any Applicant in preparation of the application submission or presentation.

The Applicant shall be responsible for obtaining, at his own expense, all information necessary for the preparation of the application, and will be deemed to have satisfied himself as to the size, scope and complexity of the tasks required to be performed, under any Contract awarded as a result of this application. Claims arising from any neglect on the part of the Applicant in this respect will not be entertained.

**10.11 Enquiries (Clarification Period)**

Queries regarding this research call should be addressed within the Clarification Period to the Evaluation department via email to

Gill Churchill, Associate Head of Department on Gillian.Churchill@nspcc.org.uk or to

Paul Whalley, Senior Evaluation Officer on [pwhalley@nspcc.org.uk](mailto:pwhalley@nspcc.org.uk)

The last date for such requests is no later than 17:00 on 14th November 2016. All enquiries will be answered promptly in writing. Applicants should note that although the source of any questions will be “in confidence” both the enquiry itself and the NSPCC’s written response will be shared with all Applicants.

# Note: Appendices A, B and C are included here for illustrative purposes. They will be attached as separate documents or spreadsheets for completion by applicants.

# Appendix A - Business Questionnaire

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|  |
| --- |
| **Business Questionnaire**  The attached addresses the information we want to ensure your details can be setup efficiently in our finance systems and also the manner in which you conduct your business. There are some additional questions that support our approach to the Modern Slavery Act (MSA).   * You are required to type your details and provide the following form on your own Company Letterhead (headed paper). This form will be rejected if not provided on letterhead. * The NSPCC has strict purchase to pay guidelines; suppliers should provide goods or services only when they have received a valid NSPCC purchase order. The supplier must quote a valid NSPCC purchase order on every invoice submitted to the NSPCC to be paid. * All questions are mandatory, if you are unable to provide the information requested by a question then you should advise this together with the reasons why.   *Should you need it we have added some text in italics in the response sections to describe what is needed*  Keeping your information up to date: the NSPCC needs to ensure that the information we hold on our records about you is both accurate and current. We will contact you each year to ensure that this is so.  We thank you in advance for your response and of course are happy to answer any queries you may have. Please address these to: [procurement@nspcc.org.uk](mailto:procurement@nspcc.org.uk) |

|  |  |
| --- | --- |
| **Supplier Details** | |
| 1. Legal status of organisation | Click here to enter text. |
| 1. Registered name | *Full name of whom NSPCC will be paying for the goods/services.* |
| 1. Trading name (if applicable) | *Applies if you are a subsidiary of another organisation or part of a group*. |
| 1. Name of Parent Company (if applicable) | Click here to enter text. |
| 1. Address | *Building number/name, street and post code.* |
| 1. Registered Office (if different from address above) | Click here to enter text. |
| 1. Company registration number (if applicable) | *Applies if you are a limited company.* |
| 1. Telephone Number | Click here to enter text. |
| 1. Fax Number | Click here to enter text. |
| 1. Generic email address for NSPCC purchase orders | *Where the purchase orders emailed to.* |
| 1. Generic email address for remittance | *Where the payment remittance advice is emailed to.* |
| 1. Contact Name | *Who we can contact in case of query relating to this questionnaire.* |
| 1. Job Title | Click here to enter text. |
| 1. Contact telephone number | Click here to enter text. |
| 1. Contact email address | Click here to enter text. |
| 1. Number of Employees | *How many staff does your company employ in total?* |
| 1. Is your organisation registered under the Data Protection Act 1998? | Click here to enter text. |
| 1. VAT registration number (if applicable) | *Applies if you are VAT registered.* |
| **Insurance Information** | |
| **Employers Liability Insurance:** *employers are required by the law to insure against liability for injury or disease to their employees arising out of their employment.* | |
| 1. Insurer | *Who do you hold your current insurance policy with?* |
| 1. Policy Number | *This can be found on your insurance schedule.* |
| 1. Extent of cover £ | *This can be found on your insurance schedule.* |
| 1. Are there any limitations or restrictions? | *This can be found on your insurance schedule.* |
| **Public Liability Insurance:** *protects the individual or company to respond to claims for injury or for damage to property or possessions.* | |
| 1. Insurer | *Who do you hold your current insurance policy with?* |
| 1. Policy Number | *This can be found on your insurance schedule.* |
| 1. Extent of cover £ | *This can be found on your insurance schedule.* |
| 1. Are there any limitations or restrictions? | *This can be found on your insurance schedule.* |
| **Standards & Compliance** | |
| 1. Is your organisation a member of a trade or professional body? Please confirm who and how you ensure compliance with their standards. | Click here to enter text. |
| **Business** **Questionnaire** | |
| 1. Is your Company part of a commercial group, a consortium, a subsidiary company or parent company or any other multi-legal-entity organisation? | Click here to enter text. |
| 1. Have any of the directors, partners or associates been involved in any organisation that has been liquidated, gone into receivership or administration? If so please give details. | Click here to enter text. |
| 1. Have any of the directors, partners or associates been found guilty of professional misconduct by a Governing Body? If so please give details. | Click here to enter text. |
| 1. Have any of the directors, partners or associates convicted of a dishonest offence? If so please give details. | Click here to enter text. |
| 1. State the names of directors, partners or associates of your organisation who may have, or had, involvement with the NSPCC or in any other companies who provide services to the NSPCC. | Click here to enter text. |
| 1. Is your organisation registered under the Data Protection Act 1998? | *For further information go to* [*https://www.gov.uk/data-protection/the-data-protection-act*](https://www.gov.uk/data-protection/the-data-protection-act). |
| 1. Has your organisation been involved in any court action, employment tribunals (including unlawful discrimination) over the last three years? If so please give details. | Click here to enter text. |
| 1. Has or does your organisation provide a similar service to any other charitable or not for profit organisation? If so please provide details. | Click here to enter text. |
| 1. Please confirm that you have adequate procedures in place to ensure that persons performing services on your company’s behalf will not commit any offence under the Bribery Act 2010. Please detail those procedures. | *For further details go to* [*https://www.gov.uk/anti-bribery-policy*](https://www.gov.uk/anti-bribery-policy). |
| 1. Does your company have a Sustainability/Environmental Policy? If so please give details. | Click here to enter text. |
| 1. Does your company have an Ethical Policy? If so please give details. | Click here to enter text. |
| 1. Please describe how your Company ensures your products/services come from socially and ethically responsible sources (e.g. organisations avoiding the use of child labour etc or labour in contravention of the Modern Slavery Act). | *e.g. use of Fairtrade/Sedex suppliers*. |
| 1. Can you confirm your employees are all paid the living wage? (as defined by the living wage foundation)If not, please give details | Click here to enter text. |
| 1. Does any part of your supply chain involve or require:   •Unpaid workers  •Interns  •Manufacturing processes e.g. clothing, print and finishing  •Raw materials e.g. tin, gold, copper | Click here to enter text. |
| 1. Are any parts of your supply chain, operations, or service carried out or sourced from outside of the UK? If yes, please provide details? | Click here to enter text. |
| 1. Please confirm you will not carry or make reference to the NSPCC brand on any of the products or services delivered. | Click here to enter text. |
| 1. If you have answered ‘yes’ to question 41, 42 or 45 please confirm:   •If your annual turnover is in excess of £36m, please provide a link to your website where your latest Annual Statement concerning slavery and human trafficking (Modern Day Slavery Act 2015) is published.  •Do you have a corporate Policy and Code of Conduct which effectively responds to all relevant principles of the Modern Slavery? If yes, please enclose a copy of your policy and Code of Conduct. | Click here to enter text.  Click here to enter text. |
| 1. Please confirm your organisation complies with the following statement “We have thoroughly investigated our labour practices and those of our direct suppliers, to ensure there is no Forced/Child Labour or Slavery used anywhere in our business or by any of our suppliers. We have in place all necessary processes, procedures, investigations and compliance and validation systems to ensure that the warranties made in this statement will continue to be the case at all times”. | Click here to enter text. |
| 1. Is your company a member of any membership organisations or trade-bodies, which demonstrate your commitment to ethical and responsible sourcing? | *e.g. member of Ethical Trading Initiative*. |
| 1. Does your company have an Equality and Diversity policy and if so how do you monitor the successful application of it? | *How do you eliminate discrimination, create equal opportunities and develop good working relationships between different people?* |
| 1. If you employ more than 50 people please describe briefly the Equality and Diversity training you provide. | Click here to enter text. |

I confirm that the above information is accurate and correct:

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| Name | Click here to enter text. |
| Position | Click here to enter text. |
| Signed | Click here to enter text. |
| Date | Click here to enter text. |

**Appendix B – Rate & Task Card Matrix**

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| **Rate Card** | | | | | | | | |  |  |
| Please complete the attached rate card.  The 'Rate Card' tab, has a number of 'grades of staff', please add to this detailing the members of staff who would be working on this project. When a more detailed breakdown is required, the 'task' tab must be linked to the rate cards, if further discount can be added a specific area within these tabs this should be highlighted and detailed where applicable. | | | | | | | | |  |  |
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|  | **Level** | **Name** | **Title/position** | **Summary of Role / Activity** | **Experience  # of years** | **Discount % or Pro Bono** | **Day Rate (The NSPCC expects part days to be charged pro rata based on the day rate)** |
| Please add more lines if required → | **Management/Board** |  |  |  |  |  |  |
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**Appendix C – Draft Contract**

**Dated**

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**Agreement**

**BETWEEN**

**National Society for the Prevention of Cruelty to Children**

**-and-**

**[ORGANISATION]**

**THIS AGREEMENT** is dated 2016

Parties

1. **National Society for the Prevention of Cruelty to Children** incorporated by Royal Charter and registered as a charity in England and Wales with number 216401 and in Scotland with number SC037717 whose principal office is at Weston House, 42 Curtain Road, London, EC2A 3NH (the “NSPCC”).
2. **[ORGANISATION]**, [a limited liability partnership registered in the UK with registration number] [a company limited by guarantee with company number [ ] and registered as a charity in England and Wales with number [ ] ] and whose registered address is [ ] (the “Organisation”).

Agreed terms

# Interpretation

## The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

**Adult(s) at risk:** anyone aged 18 years or over, who may: (a) be at risk of abuse or neglect because of their needs for care and support; (b) not have capacity to make a decision; and/or (c) be in a vulnerable circumstance and require additional care and support;

Aim of NSPCC**:** to help to end cruelty to children in the United Kingdom;

Applicable Law: the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes (all as amended from time to time) which apply to the provision of the Services;

Capacity**:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;

**Children Involvement**: the participation or involvement of children under the age of 18 (eighteen) in the provision or receipt of the Services;

Commencement Date**:** means the date specified in Schedule 1 to this agreement;

Confidential Information**:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, service users, products, affairs and finances of NSPCC for the time being confidential to NSPCC and trade secrets including, without limitation, technical data and know-how relating to the business of NSPCC or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that the Organisation or the Individual create, develop, receive or obtain in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential;

Consents: all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise) necessary for the provision of the Services;

**Data Protection Legislation:** a) all Applicable Law and regulations relating to data or privacy, including but not limited to the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Communications Act 2003, and any subsequent legislation which may be enacted, as amended or replaced from time to time; and

b) all relevant industry guidance and codes of practice in term as amended or replaced from time to time, including but not limited to, as issued by the Information Commissioner and/or any similar or replacement regulatory or self-regulatory body or bodies which may come into existence during the Service;

Data Protocol Principles and Questionnaire: the NSPCC’s protocol and questionnaire as set out in Schedule 5;

**DBS Check:** a check of the Disclosure and Barring Service in England and Wales, AccessNI in Northern Ireland or Disclosure Scotland in Scotland;

Fee: the consultancy fee specified in Schedule 1;

Engagement**:** the engagement of the Organisation by the NSPCC on the terms of this agreement;

**Good Data Management** **Practices:** the practices and procedures set out in schedule 2;

**Healthcare Professional:** means a person who by education, training, certification, or license is qualified to and is engaged in providing health care including but not limited to consultants, doctors, nurses, health visitors, midwives, paramedics, therapists, surgeons, physicians, clinical staff and other healthcare professionals.

Individual**:** means such of the Organisation’s Personnel as may be engaged in the provision of Services from time to time including (if any) the people specified in Schedule 1;

Insurance Policies: employer's liability insurance cover, professional indemnity insurance and public liability insurance cover;

Intellectual Property Rights**:** patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

Invention**:** any invention, idea, discovery, development, improvement or innovation made by the Organisation or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium;

**Losses:** means claims, demands, actions, losses (including without limitation, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), expenses, liabilities, judgements, settlements, damages and costs (including all interest, penalties, fines and legal and other professional costs and expenses);

**NSPCC** **Policies:**the NSPCC policies and protocols as amended from time to time, including but not limited to those set out in Schedules 3 (the NSPCC Safeguarding Code of Conduct and Guidance on Appropriate Conduct); 4 (Safeguarding Declaration Form); and 5 (Data Protocol Principles and Questionnaire);

**NSPCC Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of NSPCC or its business contacts, and any equipment, keys, hardware or software provided for the Organisation or the Individual’s use by NSPCC during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Organisation or the Individual on the computer systems or other electronic equipment of NSPCC, the Organisation or the Individual during the Engagement;

**NSPCC Safeguarding Code of Conduct and Guidance on Appropriate Conduct:** the NSPCC safeguarding code of conduct and guidance on appropriate conduct as amended from time to time and as set out in Schedule 3;

**Personnel:** means all employees, staff, other workers, consultants and agents of the Organisation and of any sub-contractors, third parties or assignees who may be involved in the Services from time to time;

Pre-Existing Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Organisation, the Individual or any other before this Agreement and used by the Organisation and/or the Individual in the course of providing the Services or otherwise reasonably needed by NSPCC to make use of the Works;

**Safeguarding Declaration Form:** the NSPCC safeguarding declaration from as amended from time to time and as set out in Schedule 4;

**Security Features:** any security feature including any key, PIN, password, token or smartcard;

Senior NSPCC Officer:means [ ] or any other person NSPCC may notify to the Organisation and/or Individual from time to time;

Services**:** the services described in Schedule 1 to this agreementor any other services as agreed between the parties from time to time;

Service Completion Date: means the date specified in Schedule 1 to this agreement;

**Service Levels:** means the service levels set out under clause 3 and as more fully described in Schedule 1.

**Steering Committee:** means the individuals nominated by NSPCC from each of the organisations in accordance with clause 3 to supervise the carrying out of the Services;

Termination Date**:** the date of termination of this agreement, however arising; and

Works**:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Organisation or the Individual in connection with the provision of the Services.

## The headings in this agreement are inserted for convenience only and shall not affect its construction.

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

## Unless the context otherwise requires, a reference to one gender includes a reference to the other gender.

## Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

## The schedules to this agreement form part of (and are incorporated into) this agreement.

# Term of engagement

## The NSPCC shall engage the Organisation and the Organisation shall make available to the NSPCC the Individual to provide the Services on the terms of this agreement.

## The Engagement shall commence on the Commencement Date and shall continue until the Service Completion Date unless extended by mutual agreement in writing or terminated earlier:

### by NSPCC giving notice of termination of no less than 1 week; or

### by NSPCC following the Project Review (as defined below in clause 3.1(c) on the basis that in the reasonable opinion of the NSPCC or the Senior NSPCC Officer:

### the Services are not of a sufficiently high standard; or

### the criteria as set out in Schedule 1 have not been adequately or satisfactorily met or are not likely to have been adequately or satisfactorily met by the Services Completion Date; or

### following resubmission of the plan or proposal by the Individual or Organisation on the request of NSPCC the Services are still not of sufficient quality; or

### by NSPCC following notification of a delay in likely timescales for completion of the Services under clause 3.2 if the indicated revised timescale is no longer workable or satisfactory for NSPCC.

# Duties

## During the Engagement the Organisation shall, and (where appropriate) shall procure that the Individual shall:

### provide the Services with all due care, skill and ability and, in connection with provision of the Services, use its or his reasonable endeavours to promote the interests of NSPCC;

### promptly give to the Senior NSPCC Officer all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of NSPCC;

### attend review(s) of the project (“Project Review”) at a date to be agreed between the parties to be held at the NSPCC’s offices unless the parties agree beforehand that the review can be held by telephone conference. The Individual shall bring to the review a copy of any Works, plan or proposal undertaken in connection with the provision of the Services unless the review is to be held by telephone in which case the Individual shall email a copy of any such Works, plan or proposal to the Senior NSPCC Officer at least 24 hours before the call (or such other timescale as agreed with the Senior NSPCC Officer);

### observe the conditions attaching to any regulatory and ethical licences, consents and approvals;

### keep complete and accurate records of all research, development and other work carried out in connection with the Services and of all reports and observations, signed by the people who obtained each result or made those observations, and countersigned by Personnel of that party who is not a member of the research team but who understands the work;

### comply with the Good Data Management Practices; and

### perform the Services in such a manner and to such levels as will ensure that the standards are equal to or higher than the Service Levels. The Organisation shall meet, and time is of the essence as to, any performance dates, project milestones or Service Levels specified in Schedule 1.

## If it becomes reasonably likely the Individual will be unable to complete the provision of the Services by the Service Completion Date due to unexpected or unforeseen reasons, the Organisation shall advise NSPCC of this fact as soon as reasonably practicable, the reason for the delay, and the new expected timescale for completion. If the indicated revised timescales are no longer workable or satisfactory for NSPCC, NSPCC shall be entitled to terminate the Engagement in accordance with clause 2.2(c) and NSPCC shall be entitled to withhold all or part of the Fee for any part of the Services not completed at its sole discretion (to be exercised reasonably).

## The Organisation shall use its reasonable endeavours to ensure that the Individual is available, at all times on reasonable notice, to provide such assistance or information as the NSPCC may require.

## Unless it or he has been specifically authorised to do so by the NSPCC in writing:

### neither the Organisation nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the NSPCC; or

### the Organisation shall not hold itself (and shall procure that the Individual shall not hold itself or themselves) out as having authority to bind the NSPCC.

## The Organisation shall, and shall procure that the Individual shall, comply with all reasonable standards of safety and comply with the NSPCC's health and safety procedures from time to time in force at the premises where the Services are provided and report to the NSPCC any unsafe working conditions or practices.

## The Organisation may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

### NSPCC will not be liable to bear the cost of such functions; and

### at NSPCC's request the third party shall be required to enter into direct undertakings with NSPCC, including with regard to confidentiality.

## The Organisation shall, and shall procure that the Individual shall:

### comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

### not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and

### have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

## In relation to it’s the Individuals, the Organisation shall:

* + 1. where requested by the NSPCC carry out suitable criminal records checks with the Disclosure and Barring Service on the Individual;
    2. provide Individual who possess the appropriate qualifications, experience, skills and competencies to perform the duties required of them and ensure that the Services are provided in all respects and at all times in accordance with this Agreement (including but not limited to the responsibilities outlined at Schedule 1);
    3. insofar as the Individual is a Healthcare Professionals effect and maintain membership of the Medical Defence Organisation or other relevant professional body (and at the request of the NSPCC shall supply evidence of such);
    4. maintain in full force during the term of the agreement relevant insurance to cover the Individual’s duties under this agreement (and at the request of the other party shall supply evidence of such).

## There will be a Steering Committee made up of one representative nominated by the NSPCC from each of the organisations. The Senior NSPCC Officer initially [ ] will be the NSPCC’s representative on the Steering Committee. The terms of reference of the Steering Committee shall be provided by the NSPCC to the Organisation from time to time and the Steering Committee has no authority to amend the terms of this agreement except as may be expressly set out in those terms of reference.

## Senior NSPCC Officer (if present at a meeting) or, in his/her absence, any other individual the NSPCC may from time to time agree, will chair meetings of the Steering Committee.

## The parties will ensure that the Steering Committee meets at least every quarter at venues to be agreed or at any other time at the request of any of the parties.

## The Organisation will provide the Senior NSPCC Officer with quarterly reports summarising the progress of the Services. A copy of the Organisation’s quarterly report will be circulated to each member of the Steering Committee with the written notice for the relevant meeting.

# Fees

## Subject to clause 4.2, 4.5 and 10.1, the NSPCC shall pay the Organisation the Fee (inclusive of VAT and expenses) on satisfactory completion of the Services. The Organisation shall submit to NSPCC invoice(s) in respect of the Fee as specified in Schedule 1.

## The NSPCC shall be entitled to only make part payment of the Fee if the Services have not been completed in accordance with the specification in Schedule 1 in NSPCC’s reasonable opinion or if the Engagement is terminated prior to the completion of the Services in accordance with clause 2.2 or clause 11. Such part payment will be determined at the sole discretion of the NSPCC (acting reasonably).

## In consideration of the provision of the Services, the NSPCC shall pay the invoice submitted by the Organisation in accordance with clause 4.1, within 30 days from the end of the month in which the invoice was received.

## The NSPCC shall be entitled to deduct from the Fee any sums that the Organisation or the Individuals may owe to the NSPCC at any time in the course of the Engagement. Payment in full or in part of the Fee shall be without prejudice to any claims or rights of the NSPCC against the Organisation or the Individual in respect of the provision of the Services.

## The Fee shall be deemed to include any payment for expenses incurred by the Organisation and/or the Individual.

# Other activities

## Nothing in this agreement shall prevent the Organisation or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

### such activity does not cause a breach of any of the Organisation's obligations under this agreement; and

### the Organisation shall not, and shall procure that the Individual shall not, engage in any such activity if it relates to any matter or business which is or could be deemed to be in any way contrary to the Aim of NSPCC.

# Confidential information and NSPCC property

## The Organisation acknowledges that in the course of the Engagement it and the Individual will have access to Confidential Information. The Organisation has therefore agreed to accept the restrictions in this clause 6.

## The obligations in this clause 6 shall not apply to Confidential Information, disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”), where the Receiving Party can clearly demonstrate that the information:

### was in, or comes into, the public domain prior to its disclosure or enters into the public domain after disclosure otherwise than by default of the Receiving Party;

### becomes known to the Receiving Party by action of a third party not in breach of any obligation of confidentiality to the Disclosing Party;

### was in the Receiving Party’s possession before receipt from the Disclosing Party and was not acquired directly or indirectly from the Disclosing Party;

### was independently developed by or for the Receiving Party at any time, independently of the Confidential Information disclosed to it by the Disclosing Party;

### is required to be disclosed by law or by government regulation or government departments and regulatory, statutory or self-regulatory body or court order (including without limitation to enable the Organisation to comply with its obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004). In such cases, the Receiving Party shall wherever practicable give reasonable advance notice of the intended disclosure to the other Party and shall limit the disclosure to the extent legally required.

## All NSPCC Property shall remain the property of the NSPCC and at any stage during the Engagement, the Organisation will promptly on request return to NSPCC all and any NSPCC Property in its possession.

## At any stage during the Engagement, the Organisation will promptly on request return to NSPCC all and any NSPCC Property in its or the Individual’s possession.

## The provisions of this clause 6 relating to NSPCC Data shall survive any termination of this Agreement in perpetuity and otherwise shall survive for a period of 5 years from any termination of this Agreement. This shall not prevent the NSPCC from publicising the existence of the Data.

# Data protection and safeguarding

## In this clause 7, the terms “data controller”, “data processor”, “personal data”, “sensitive personal data” and “processing” will be as defined in the Data Protection Act 1998 (the “DPA”), and “Data” will mean the personal data and sensitive personal data provided by NSPCC to the Organisation, or by the Organisation to NSPCC.

## All parties agree to comply with the Data Protection Legislation insofar as it relates to the performance of their roles under this Agreement.

## Without limiting the provisions of clause 7.1, the Organisation shall comply with any NSPCC data processing and data sharing guidelines that the NSPCC may produce from time to time, copies of which shall be provided to the Organisation.

## The parties shall obtain and maintain all necessary Consents so as to:

### enable the sharing party to provide the Data to the other; and

### for the receiving party to use and exploit the Data,

### in accordance with all Applicable Laws including but not limited to Data Protection Legislation.

## To the extent that any sensitive personal data is to be processed in connection with the Services, the parties shall exercise reasonable endeavours to obtain any necessary Consents, but if the necessary consent is withheld neither party shall be required to act in breach of the law.

## Unless otherwise agreed in writing, each party shall remain the data controller of its own Data. Where a party is processing Data on behalf of the other, the data processor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Data (and to guard against unauthorised or unlawful processing of the Data and accidental loss or destruction of, or damage to, the Data), as required under the seventh data protection principle in the DPA.

## The Organisation shall procure that the Personnel consents to the NSPCC holding and processing data relating to them for legal, personnel, administrative and management purposes relating to the Personnel including, as appropriate:

### the Personnel's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;

### relating to any criminal proceedings in which the Personnel has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

## Where, in its reasonable opinion, the NSPCC has safeguarding and/or child protection and/or Adult at Risk concerns in respect of the Organisation or the Personnel or a subcontractor, it may disclose such concerns to the Police, the relevant Children’s Services Department, the relevant Local Authority Designated Officer and any relevant statutory or regulatory body.

## The Parties acknowledge that the Organisation may process personal data on behalf of the NSPCC and will be a data processor for the NSPCC in connection with the Services. To the extent that the Organisation is a data processor for the NSPCC it shall:

### process the Data only to the extent, and in such a manner, as is necessary for the purposes specified as part of the Services and in accordance with the NSPCC’s instructions from time to time and shall not process the personal data for any other purpose. The Organisation will keep a record of any processing of Data it carries out on behalf of the NSPCC;

### promptly comply with any request from the NSPCC requiring it to amend, transfer or delete the Data;

### take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure the NSPCC’s compliance with the seventh data protection principle including but not limited to the security measures set out in the NSPCC Data Protocol Principles and Questionnaire;

### comply with all Applicable Laws including but not limited to Data Protection Legislation;

### immediately notify the NSPCC of its receipt of any complaint, notice or communication which relates directly or indirectly to the processing of the Data or to either party’s compliance with Data Protection Legislation and the Organisation shall provide the NSPCC with full co-operation and assistance in relation to any such complaint, notice or communication;

### at the NSPCC’s request provide a copy of all Data held by it in the format and on the media reasonably specified by the NSPCC;

### not transfer Data outside of the European Economic Area without the prior written consent of the NSPCC;

### promptly inform the NSPCC if any Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Organisation will restore such Data at its own expense;

### ensure that access to the Data is limited to: (i) those Personnel who need access to the Data to meet the Organisation’s obligations under this agreement; and (ii) in the case of any access by Personnel, such part or parts of the Data as is strictly necessary for performance of that Personnel’s duties;

### ensure that all Personnel: (i) are informed of the confidential nature of the Data; (ii) have undertaken training in the laws relating to handling personal data; and (iii) are aware both of the Organisation’s and/or sub-contractors duties and their personal duties and obligations under such laws and this agreement;

### provide all of its Personnel with training in the handling of Data and ensure that passwords are only supplied to the NSPCC Data team and are not sent with Data;

### take reasonable steps to ensure the reliability of any of the Personnel who have access to the Data;

### notify the NSPCC within 2 working days if the Organisation receives a request from a data subject for access to that person’s Data;

### provide the NSPCC with full co-operation and assistance in relation to any request made by a data subject to have access to their Data;

### comply with any request made by a data subject in relation to access and use of their Data;

### not disclose the Data to any data subject or to a third party other than at the request of the NSPCC or as provided for in this agreement.

## The NSPCC is entitled, on giving the Organisation at least 7 days’ notice to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Data by the Organisation. This requirement to give notice will not apply if the NSPCC believes that the Organisation is in breach of any of its obligations under this agreement.

## The Organisation warrants represents and undertakes that:

### it will process the Data in compliance with all Applicable Laws, enactments, regulations, orders, standards and other similar instruments;

### it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure the NSPCC’s compliance with the seventh data protection principle including but not limited to the security measures set out in the NSPCC Data Protocol Principles and Questionnaire;

### it will provide the NSPCC with as much prior written notice as possible of any changes to its data security and acknowledge that any such change will entitle the NSPCC to terminate this agreement immediately without further liability if in the NSPCC’s reasonable opinion it means that it is not longer in compliance with this clause.

## The Organisation shall:

### comply with the NSPCC Data Protocol Principles and Questionnaire document as updated by the NSPCC from time to time;

### complete the NSPCC data security questionnaire contained within the Data Protocol Principles and Questionnaire” and return it to the NSPCC prior to signature of this agreement; and

### ensure it does not knowingly or negligently do or omit to do anything which places the NSPCC in breach of the NSPCC’s obligations under the Data Protection Legislation;

### ensure that the Data is kept secure and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data;

### use Security Features in relation to the storage of the Data, the Security Features must, unless NSPCC notifies the Organisation otherwise, be kept confidential and not lent, shared, transferred or otherwise misused.

## If the Organisation becomes aware of any misuse of any Data or any security breach in connection with this agreement that could compromise the security or integrity of the Data or otherwise adversely affect the NSPCC or if the NSPCC learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person, the Organisation shall, at its own expense, promptly notify the NSPCC and fully co-operate with the NSPCC to remedy the issue as soon as reasonably practicable.

## The Organisation agrees to co-operate with the NSPCC’s reasonable security investigations.

## The Organisation may only authorise a third party (sub-contractor or otherwise) to process the Data:

### subject to the NSPCC’s prior written consent where it has supplied the NSPCC with full details of such third party; and

### provided that the third party’s contract is on terms which are substantially the same as those set out in this agreement provided that the third party’s contract terminates automatically on termination of this agreement for any reason.

## The Organisation shall indemnify and keep indemnified and defend at its own expense the NSPCC against all costs, claims, damage or expenses incurred by the NSPCC or for which the NSPCC may become liable due to any failure by the Organisation or Personnel or Subcontractors to comply with any of the Organisation’s obligations under this agreement.

# SECURITY AND PASSWORDS

## The Organisation shall ensure that the Data is kept secure and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data.

## The Organisation shall use Security Features in relation to the storage of the Data, the Security Features must, unless NSPCC notifies the Organisation otherwise, be kept confidential and not lent, shared, transferred or otherwise misused.

## If the Organisation becomes aware of any misuse of any Data or any security breach in connection with this Agreement that could compromise the security or integrity of the Data or otherwise adversely affect the NSPCC or if the NSPCC learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person, the Organisation shall, at its own expense, promptly notify the NSPCC and fully co-operate with the NSPCC to remedy the issue as soon as reasonably practicable.

## The Organisation agrees to co-operate with the NSPCC’s reasonable security investigations.

**Freedom of Information**

## NSPCC acknowledges that the Organisation is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“Environmental Information Regulations”) and shall, to the extent information is held by NSPCC on behalf of Organisation, assist and cooperate with Organisation to enable Organisation to comply with its information disclosure obligations under FOIA and the Environmental Information Regulations.

## NSPCC acknowledges that Organisation may, acting in accordance with the Department of Constitutional Affairs’ Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning NSPCC or the Services:

(a) in certain circumstances without consulting NSPCC; or

(b) following consultation with NSPCC and having taken their views into account;

## provided always that Organisation shall (i) take reasonable steps to give NSPCC advanced notice of any such information request, (ii) allow NSPCC a reasonable amount of time to make representations to Organisation in relation to any FOIA or Environmental Information Regulations exemptions which NSPCC may consider should be applied, (iii) take into account, acting reasonably and in good faith, any such representations which may be made by NSPCC.

**Safeguarding**

## The Organisation shall and shall procure that each of the Personnel shall:

* + 1. Follow best practice in dealing with Children Involvement and/or Adults at Risk;
    2. Comply with the NSPCC Policies and conduct the Services in a way which is consistent with the aforementioned;
    3. Incorporate measures to protect children and/or Adults at Risk wherever their vulnerability is reasonably foreseeable, or if the Organisation or the Personnel in the course of performing its obligations under the agreement is placed in a position of trust towards children and/or Adults at Risk;
    4. Ensure that those of its Personnel, Subcontractors, third parties and assignees involved in Children Involvement (“**Involved Parties**”) and/or Adults at Risk are provided with a copy of the NSPCC Safeguarding Code of Conduct and Guidance on Appropriate Conduct at Schedule 3 and shall procure their compliance with its terms;
    5. Ensure that a DBS Check is completed for each Involved Party or, if a DBS Check is not obtainable, that each Involved Party completes a Safeguarding Declaration Form;
    6. Disclose to the NSPCC if at any time any Involved Party is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) or receive a caution for any offence or are subject to notification requirements;
    7. Ensure that the Services are conducted in such a way as to comply with the NSPCC Safeguarding Code of Conduct and Guidance on Appropriate Conduct; NSPCC Safeguarding Adults at Risk of Abuse Policy; NSPCC procedures for 'What to do if you have a concern about a child'; and NSPCC procedures for “Safeguarding Adults at Risk of abuse”; and
    8. Ensure that NSPCC’s procedures for “What to do if you have a concern about a child” notified to Organisation by the NSPCC are followed if Children Involvement raises any concern about the welfare of a child.

## The NSPCC Policies were created by the NSPCC and conform to child protection legislation and guidance current at the date they were produced. However, the NSPCC does not accept responsibility and shall in no circumstances be liable in contract, tort or otherwise (except in relation to death or personal injury caused by the NSPCC’s own negligence) for its implementation and application by the Organisation in any project or its own business. No revisions, modifications or amendments should be made to the NSPCC Policies, without the prior written approval of the NSPCC.

## It is intended that the NSPCC Policies will only be used by the Organisation and the Personnel in relation to the performance of its obligations under this agreement and its use for any other purposes should be discussed directly with the NSPCC.

## All signed Safeguarding Declaration Forms or DBS Checks must be retained by the Organisation for a period of 12 months after the completion of the Services. The Organisation shall provide copies of all signed Safeguarding Declaration Forms to the NSPCC upon request.

## The Organisation shall immediately notify the NSPCC of its receipt of any complaint, investigation, notice or communication which relates directly or indirectly to the obligations contained in this Agreement and it shall provide the NSPCC with full co-operation and assistance in relation to any such complaint, investigation, notice or communication.

## The Organisation shall indemnify and keep indemnified and defend at its own expense the NSPCC against all liabilities, losses, costs, claims, damages, fines and /or expenses suffered or incurred for which the NSPCC may become liable due to any failure by the Organisation, Personnel or Subcontractors or agents to comply with any of its obligations under this clause 8.

# Intellectual property

## The Organisation warrants to the NSPCC that it has obtained from all and any authors or co-authors of the Pre-Existing Works and from the Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works, the Pre-Existing Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual’ statutory moral rights in the Works and the Pre-Existing Works to the fullest extent permissible by law, and that the Individual have agreed to hold on trust for the Organisation any such rights in which the legal title has not passed (or will not pass) to the Organisation. The Organisation agrees to provide to the NSPCC a copy of the assignments.

## The Organisation hereby:

### assigns to the NSPCC all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Organisation holds legal title in these rights and inventions on trust for the NSPCC; and

### grants to the NSPCC a non-exclusive, worldwide, sub-licensable, irrevocable, assignable, non-terminable and royalty-free licence to all the Intellectual Property Rights in the Pre-Existing Works to copy, publish, distribute, modify or sell the Pre-Existing Works or any part of them anywhere in the world for the sole purpose of permitting the NSPCC to exploit the Works.

## The Organisation undertakes to the NSPCC:

### to notify to the NSPCC in writing full details of all Works and Inventions promptly on their creation;

### to keep confidential the details of all Works and Inventions;

### whenever requested to do so by the NSPCC and in any event on the termination of the Engagement, promptly to deliver to NSPCC all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and Inventions and the process of their creation which are in its or the Individual’s possession, custody or power;

### not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by NSPCC; and

### to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to NSPCC,

and confirms that the Individual has given written undertakings in the same terms to the Organisation.

## The Organisation warrants that:

### it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works and Inventions;

### it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works and will advise NSPCC in the event that it becomes aware the Works are being used by third parties; and

### the use of the Works or the Pre-Existing Works or the Intellectual Property Rights in the Works or Inventions or the Pre-Existing Works or Inventions by NSPCC will not infringe the rights of any third party,

and confirms that the Individual has given written undertakings in the same terms to the Organisation.

## The Organisation shall indemnify NSPCC and keep it indemnified at all times from and against Losses incurred by NSPCC, or for which NSPCC may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works, Pre-Existing Works or Inventions supplied by or licenced by the Organisation to NSPCC during the course of providing the Services. The Organisation shall maintain adequate liability insurance coverage and shall evidence such policy on request of the NSPCC. NSPCC may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Organisation.

## The Organisation waives any moral rights in the Works and Pre-Existing Works to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or Pre-Existing Works or other materials, infringes the Organisation’s moral rights.

## The Organisation acknowledges that no further remuneration or compensation other than that provided for in this agreement is or may become due to the Organisation in respect of the performance of its obligations under this clause 9.

## The Organisation and the Individual undertake, within a reasonable time period, to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the NSPCC and at any time either during or after the Engagement, as may, in the opinion of the NSPCC, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of NSPCC and to defend NSPCC against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. If any unreasonable actions or delay of the Organisation or the Individual causes an increase to NSPCC’s costs under this clause, the Organisation will be liable for any such increase.

# Insurance and liability

## To the maximum permitted by law, the Organisation shall have liability for and shall indemnify NSPCC from and against Losses incurred by NSPCC as a direct or indirect result of the negligence of or breach of contract by the Organisation of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services.

## Nothing in this agreement shall be construed as excluding, limiting or restricting either party’s liability to the other under on in connection with this agreement:

### for death or personal injury resulting from its negligence, or that of its Personnel (as applicable);

### for any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

### for fraud or fraudulent misrepresentation committed by that party (or its officers, agents or Personnel).

## The Organisation shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the NSPCC and that the level of cover and other terms of insurance are acceptable to and agreed by the NSPCC.

## The Organisation shall supply to the NSPCC on or before the date of this agreement copies of such Insurance Policies and evidence that the relevant premiums have been paid.

## The Organisation shall notify the insurers of the NSPCC's interest and shall cause such interest to be noted on the Insurance Policies.

## The Organisation shall comply (and shall procure that the Individual complies) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Organisation is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Organisation shall notify the NSPCC without delay.

# Termination

## Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies and notwithstanding the provisions of clauses 2 and 4, NSPCC may terminate the Engagement with immediate effect without notice and without any liability to make any payment to the Organisation if at any time:

### the Organisation or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this agreement and fails to rectify such a breach (if remediable) within thirty (30) days of receiving notice of it or refuses or neglects to comply with any reasonable and lawful directions of NSPCC;

### the Organisation or the Individual becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits an appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or is liquidated, voluntarily or otherwise;

### there is a change of control of the Organisation;

### the Individual appointed by the Organisation is unable or unwilling to be involved in the Services;

### the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

### the Organisation or the Individual are, in the reasonable opinion of the Senior NSPCC Officer, negligent or incompetent in the performance of the Services; or

### the Organisation or the Individual commits any fraud or dishonesty or acts in any manner which in the reasonable opinion of NSPCC brings or is likely to bring the NSPCC into disrepute or is materially adverse to the interests or the Aim of NSPCC including if the NSPCC in its reasonable opinion has safeguarding and/or child protection concerns in respect of the Organisation or the Individual.

## The rights of the NSPCC under clause 11.1 and 2 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the other as having brought the agreement to an end. Any delay by a party in exercising its rights to terminate shall not constitute a waiver of these rights.

# Obligations upon termination

## On the Termination Date the Organisation shall, and shall procure that the Individual shall:

### co-operate in achieving an orderly and efficient closure of the Services or handover of the Services to the other party or to any replacement provider;

### immediately deliver to NSPCC all NSPCC Property which is in its or his possession or under its or their control;

### irretrievably delete any information relating to NSPCC stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or their possession or under its or their control outside the premises of NSPCC; and

### provide a signed statement that it or they have complied fully with its or their obligations under this clause 11.

# Remedies

## If any Services are not of a sufficiently high standard and/or are not supplied in accordance with the criteria as set out in Schedule 1 and/or have not been adequately or satisfactorily met and/or are unlikely to have been adequately or satisfactorily met by the Services Completion Date, and/or the Organisation and/or Individual fails to comply with, any terms of this agreement, the NSPCC shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

### to rescind this agreement;

### to refuse to accept the provision of any further Services by the Organisation and/or Individual and to require the immediate repayment by the Organisation of all sums previously paid by the NSPCC to the Organisation under this agreement;

### to require the Organisation and/or Individual, without charge to the NSPCC (and in their own time), to carry out such additional work as is necessary to correct the Organisation and/or Individual’s failure; and

### in any case, to claim such damages as it may have sustained in connection with the Organisation breach (or breaches) of this agreement not otherwise covered by the provisions of this clause 12.

# Dispute Resolution

## In the event of any dispute or difference between the parties arising in connection with this agreement, the authorised representatives of the parties will discuss and meet as appropriate to try to resolve the dispute within 7 business days of being requested in writing by any party to do so. If the dispute remains unresolved, it will then be referred to the senior manager from each of the parties who will use all reasonable endeavours to resolve the dispute within a further 14 business days.

## If the parties are unable to resolve a dispute using the procedure outlined in clause 14.1, the parties will attempt to resolve the dispute by the referring the dispute to mediation in accordance with Centre for Effective Dispute Resolution Model Mediation Procedure.

## The parties shall each bear their own costs in relation to the settlement of any disputes and shall share equally the costs of any independent third party involved to assist in the resolution of the dispute unless the independent third party directs that costs be apportioned differently.

# Status

## The relationship of the Organisation (and the Individual) to NSPCC will be that of independent contractor and nothing in this agreement shall render it (nor the Individual) an employee, worker, agent or partner of NSPCC and the Organisation shall not hold itself out as such and shall procure that the Individual shall not hold herself out as such.

## This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Organisation and/or the Individual shall be fully responsible for and shall procure that the Individual indemnify the NSPCC for and in respect of:

### any income tax, VAT, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Organisation shall further indemnify NSPCC against all Losses incurred or payable by NSPCC in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

### any liability and Losses arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual against NSPCC arising out of or in connection with the provision of the Services.

## NSPCC may at its option satisfy the indemnity (in whole or in part) by way of deduction from payments due to the Organisation.

## The Organisation warrants for itself that it/they are not nor will they will prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

# Notices

## Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at the address provided in the parties section above, or to such other address as that party may have notified to the other party from time to time. Any such notice shall be deemed to have been received:

### if delivered personally, at the time of delivery; and

### in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

## In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

# Entire agreement

## Each party on behalf of itself acknowledges and agrees with the other party that this agreement constitutes the entire agreement and understanding between the Organisation and NSPCC and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent).

## Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement.

## Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

## Nothing in this clause shall limit or exclude any liability for fraud.

# Variation

## No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

# Survivorship

## To the extent that any clause is intended to have effect following termination of this agreement, such clause shall survive and continue in effect notwithstanding termination. The following clauses are illustrative but not exhaustive list of such clauses: 6 (Confidential Information and NSPCC Property), 7(Data Protection and Safeguarding), 9 (Intellectual Property), 10 (Insurance and Liability), 11 (Obligations Upon Termination), 12 (Remedies), 14 (Dispute Resolution), 15 (Status) and 19 (Survivorship) and 22 (Governing Law and Jurisdiction).

# Counterparts

## This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

# Third party rights

## A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

# assignment and subcontractors

# The Organisation shall not assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this agreement, nor appoint any sub-contractor without the prior written consent of the NSPCC.

# Governing law and jurisdiction

## This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

## Subject to clause 14 the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**Schedule 1: Services**

**Individual:** [ ]

|  |  |
| --- | --- |
| **Hours or days to be worked**: | [ ] |
| **Commencement Date:** | [ ] |
| **Service Completion Date:** | [ ] (unless terminated earlier in accordance with clauses 2.2 or 11). |
| **Location:** | Location(s) where the services are to be performed are [ ] and/or any such place as the NSPCC may determine from time to time. |
| **NSPCC contact**: | the Organisation and/or Individual shall liaise with and report to [ ]. |
| **Fee:** | Up to a total of [ ](£[ ] per day (inclusive of VAT and inclusive of expenses))) |
| **Payment of the Fee:** | The Organisation shall submit invoices [ ]. |

**Background:**

**[ ]**

**Project Outputs and timescales**

**[ ]**

**Methodology:**

**[ ]**

**Timescales:**

**[ ]**

**SCHEDULE 2: Good Data Management Practices**

1. Research data must be generated using sound scientific techniques and processes;
2. Respondents’ cooperation is voluntary and must be based on adequate, and not misleading, information about the general purpose and nature of the project when their agreement to participate is being obtained and all such statements must be honoured;
3. Research data must be accurately recorded in accordance with good scientific practices by the people conducting the research;
4. Research data must be analysed appropriately, without bias and in accordance with good scientific practices;
5. Activities must be designed, carried out reported and documented accurately, transparently, objectively and to appropriate quality;
6. Research data and the results must be stored securely and be easily retrievable;
7. Research data must not be used for any other purpose;
8. Data trails must be kept to allow people to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research; and
9. The NSPCC must have the right, on not less than 30 days written notice, to visit the Organisation to verify that it is complying with the above practices and procedures.

**SCHEDULE 3**

**Safeguarding Code of Conduct and Guidance on Appropriate Conduct**

**Contents**

**Part One: The Safeguarding Code of Conduct**

1. **Introduction**
2. **Purpose of the safeguarding code of conduct**
3. **The safeguarding code of conduct**
4. **Procedure for dealing with breaches of appropriate boundaries**

**Part Two: Guidance**

1. **Introduction**
2. **Why establish appropriate conduct?**
3. **The difference between a working and a personal relationship**
4. **Setting and maintaining appropriate boundaries with children and their families**
5. **When might appropriate boundaries be breached?**
6. **Warning signs of breaches in professional boundaries**

**Effective Date**: 9th March 2015 **Author**: Fiona Becker **Author:** Fiona Becker

**Safeguarding Lead**:Sarah Fane

**Approved by**:Executive Board 27th January 2015

**Part One**

# 1. Introduction

In its simplest terms, ‘safeguarding’ can be defined as ‘keeping children and adults at risk[[1]](#footnote-1) safe from harm’. The NSPCC believes that safeguarding and promoting the welfare of children and adults at risk is a shared responsibility. To prevent harm to children and to protect the NSPCC’s reputation and credibility, it is essential that we demonstrate the highest standards of conduct.

The Safeguarding Code of Conduct is an NSPCC policy that forms part of your:

* contract of employment, as a member of staff, *or*
* agreement to work as a volunteer (including trustees and interns), *or*
* placement agreement as a student/on work experience, *or*
* agreement as a contractor.

In addition, the NSPCC has a [safeguarding and child protection policy](http://firststop.net.nspcc.org.uk/WorkingHere/NSPCCMe/MyResponsibilities/Safeguarding/p_NSPCCPolicyforReportingChildProtectionConcerns_fga31798.html) and [procedures for what to do if you have a concern about a child](http://firststop.net.nspcc.org.uk/WorkingHere/NSPCCMe/MyResponsibilities/Safeguarding/p_NSPCCProcedureforReportingChildProtectionConcerns_fga31799.html) and [safeguarding adults at risk of abuse policy](http://firststop.net.nspcc.org.uk/WorkingHere/NSPCCMe/MyResponsibilities/Safeguarding/AdultAtRiskPolicyAndProcedure_fga105686.html) and [procedures](http://firststop.net.nspcc.org.uk/WorkingHere/NSPCCMe/MyResponsibilities/Safeguarding/AdultAtRiskPolicyAndProcedure_fga105686.html) that you will be asked to read as part of your induction. You may also be required to undertake safeguarding training as well as discussing this code and your understanding of it with your line manager/supervisor/commissioner.

The Safeguarding Code of Conduct includes guidance on professional boundaries for all those who are undertaking any type of work with children, for example, in children’s services provision (both face to face and online), participation work, fundraising or schools work. The principles within this guidance apply equally to work with adult service users. Adherence to this guidance will enable individuals to meet the expectations within the Code of Conduct.

Application

It is a policy requirement that all staff and volunteers (including trustees and interns), secondees, agency staff, students, contractors and sole traders adhere to the NSPCC Safeguarding Code of Conduct while undertaking any activity for the NSPCC.

Definitions

For the purpose of this policy and guidance, the following terms apply:

* When the word ‘child’ is used it means anyone up to the age of 18 years. In the context of this policy, the child may be a service user or non-service user (for example, children involved in participation and/or fundraising activities or who are on work experience within the NSPCC).
* When the term ‘adult at risk’ is used it means any person who is aged 18 or over and is at risk of abuse or neglect because of their needs for care and support. Formerly, the term was ‘vulnerable adult’.
* ‘Individual’ means staff and volunteers (including trustees and interns), secondees, agency staff, students, contractors and sole traders.

Breach of the Safeguarding Code of Conduct

Any breach of the Code may result in consequences for the individual; these will vary depending on the position of the individual and the nature of the work/volunteering that they perform:

* For employees, it may result in disciplinary action or dismissal;
* For volunteers, it may result in ceasing the volunteering activity;
* For contractors, it may result in cancellation of the contract;
* For students or those on work experience, it may result in the placement being terminated.

Where a safeguarding allegation is made against a member of staff/volunteer/trustee/ intern/secondee/agency staff/student/contractor/sole trader, it may also be necessary to take action under the NSPCC Managing Safeguarding Allegations Procedures and/or Disciplinary Procedures. This could including reporting onwards to the Disclosure and Barring Service/Disclosure Scotland/AccessNI, a relevant professional registration body, children’s social care, adult social care and/or the police.

The NSPCC cannot contractually require anyone to adhere to the Safeguarding Code of Conduct outside of their work or volunteering activity for the NSPCC. However, an individual’s behaviour outside of their work/volunteering for the NSPCC may have implications for their work or volunteering within the NSPCC.

2. Purpose of the safeguarding code

The Code’s purpose is to:

1. Specify appropriate behaviour required of staff and volunteers (including trustees and interns), secondees, agency staff, students, contractors and sole traders while they are engaged in working for, or on behalf of, the NSPCC or where they are volunteering with NSPCC;
2. Support all those aforementioned to meet their obligations to safeguard;
3. Reduce the risk of misplaced or malicious allegations by clarifying expectations of behaviour so that any deviations from it can be easily identified.

This Code does not contradict or supersede any professional code of conduct set by any of the professional regulatory bodies, such as the Health Care Professions Council (HCPC). Rather, it complements them.

# 3. The safeguarding code of conduct

**Staff and volunteers (including trustees and interns), secondees, agency staff, students, contractors and sole traders** must:

* Treat all children and adults at risk with respect including respect for diversity.
* Work in partnership with other departments and organisations to ensure that everything possible is done to safeguard and promote the welfare of children and adults at risk.
* Report any incidents or concerns that cause them to believe that a child or an adult at risk is, or is likely to be, at risk of significant harm in line with the NSPCC procedures**.**
* Report any safeguarding allegations against any individual in line with the NSPCC procedures.
* Adhere to all policies and guidance on e-safety and social media activity.
* Cooperate with any vetting and recruitment requirements appropriate to their role.
* Ensure that, whenever possible, there is more than one adult present during activities with children, or that they are at least within sight or hearing of other – unless the reason for this has been firmly established and agreed with their manager.
* Ensure that when work is being undertaken with an adult at risk (for example in relation to their parenting), an assessment is undertaken of whether or not more than one person should be present.

It is not permissible (and in some instances may be unlawful) for an individual to:

* Use their position to intimidate, bully, threaten, injure, discriminate against, coerce or undermine any child or adult at risk;
* Use their status or position to form or promote relationships with any child, adult at risk or service user, either face to face or online, which are of a sexual nature, or which may become so;
* Make sexually suggestive or derogatory remarks or gestures to, or in the presence of, a child or adult at risk;
* Encourage or assist others, including children, to break the law in any way;
* Either exaggerate or trivialise child or adult abuse issues;
* Invite a child, adult at risk or other service user met through their employment, placement or volunteering into their home;
* Carry out duties or volunteering while affected by alcohol, solvents or drugs;
* Engage in, or attempt to engage in a sexual or inappropriate relationship with a child or adult at risk, including the use of suggestive conversations or comments by texting or emails or social networking or face to face;
* Possess abusive images of a child, adult at risk or service user;
* Engage in activities either in the work environment or home life or online that might damage the reputation of the NSPCC and undermine our mission to end cruelty to children or our duty to safeguard adults at risk;
* Put themselves in positions where they are alone with children away from organisational premises, such as taking them out on trips unaccompanied by other adults or transporting them alone, unless the reason for this is part of a work plan authorised by their manager and with the consent of parents/carers where required;
* Breach confidentiality or seek information to which they have no right of access;
* Allow individuals to gain access to children or adults at risk, without having completed the appropriate checks and processes.

# 4. Procedure for dealing with breaches of appropriate boundaries

If you pick up warning signs that professional boundaries are being breached by an individual and are concerned about their conduct, you must not keep it to yourself. You should speak to your line manager/ supervisor/volunteer manager to share your concerns.

If you feel unable to do this, or it is not possible to speak to your line manager or second line manager, you must report you concerns immediately, following the relevant NSPCC policy and procedures:

* For safeguarding allegations, follow the [management of allegations procedure](http://firststop.net.nspcc.org.uk/AboutTheNSPCC/Functions/SCYP/Policies/CS_AllegationsInvolvingStaffPolicy_fga9861.html)
* For any other concerns about conduct, follow the [whistleblowing (speak out) policy](http://firststop.net.nspcc.org.uk/WorkingHere/NSPCCMe/MyResponsibilities/SpeakOut/EMSpeakOutPolicy_fga9325.html)

If you are concerned that you may have breached, or are about to breach, appropriate boundaries through your work or volunteering, contact your line manager/supervisor/volunteer manager immediately to talk through your concerns. Guidance about when appropriate boundaries might be breached and warning signs about breaches in professional boundaries can be found in part two. Remember your primary focus must be for the welfare of the child.

**Part Two: Guidance on appropriate conduct**

**1. Introduction**

This guidance:

* describes the difference between a personal and working relationship with a child or adult at risk;
* clarifies how to set and maintain appropriate boundaries;
* identifies actions to address any breaches of appropriate boundaries.

It complements expectations set by professional regulatory bodies to which some individuals may already be subject to, for example those registered with the HCPC (or equivalents in the other nations) or the Nursing and Midwifery Council.

Appropriate boundaries are the framework within which an individual’s relationship with a child exists through their work or volunteering activity, and which make that relationship appropriate and safe for the child. The framework sets the parameters within which services and work are delivered, making clear the roles and responsibilities of the individual in relation to the child.

Adherence to this guidance will enable individuals to ensure that they are meeting the policy requirements of the Safeguarding Code of Conduct.

Breach of appropriate conduct guidance

A breach of professional boundaries can occur when an individual behaves towards a child in a way that is indicative of a personal rather than a working relationship. It is the responsibility of the individual to ensure that the relationship is maintained on a professional level at all times. Boundaries should be set based on the child’s needs from the relationship and the purpose of the task or work.

Any breach of appropriate boundaries may result in disciplinary action and/or dismissal and/or the decision to cease volunteering activity or cancellation of the contractual arrangement.

Where a safeguarding allegation is made against a member of staff/volunteer/trustee/ intern/secondee/agency staff/student/contractor/sole trader, it may be necessary to take action, including reports to Disclosure and Barring Service/Disclosure Scotland/AccessNI, professional registration bodies, children’s social care and/or the police.

**2. Why establish appropriate conduct?**

Appropriate conduct is important because it:

* safeguards children and ensure that individuals are aware of what the NSPCC expects of them in terms of their conduct and relationships with children and families;
* recognises and appropriately manages power imbalances and unequal relationships that are inevitable by virtue of the NSPCC providing services, be they paid, voluntary or otherwise;
* builds appropriate relationships of trust with children and their families.
* ensures we understand the issues around working with vulnerable children and families and their expectations of us;
* contributes to fulfilling the registration requirements of different regulatory bodies and the need to comply with their codes of conduct;
* protects the reputation of the organisation.

# 3. The difference between a working and a personal relationship

The table below highlights some of the key differences between a working and a personal relationship:

|  |  |  |
| --- | --- | --- |
| **Characteristic** | **Working Relationship** | **Personal relationship (casual, friendship, romantic, family relation)** |
| **Remuneration** | Paid to provide care or a service to the child or provided on the basis of a recognised volunteering role | No payment for being in the relationship or no official volunteering role |
| **Length of the relationship** | Time limited for the length of the child’s needs for a service or the period of the work | May last a lifetime |
| **Location of relationship** | Place defined and limited to where the service/work is to be carried out | Place unlimited, often undefined |
| **Purpose of relationship** | Goal-directed to provide service or carry out work with the child | Pleasure, interest directed |
| **Structure of the relationship** | For the individual to provide a service or to work with the child | Spontaneous, unstructured |
| **Power balance** | Unequal power – individual has more power due to authority, knowledge, influence and access to privileged information about the child | Relatively equal |
| **Responsibility for the relationship** | Individual responsible for establishing and maintaining working relationship, not the child | Equal responsibility to establish and maintain |
| **Preparation for the relationship** | Individual requires formal knowledge, preparation, orientation and training | Does not require formal knowledge, preparation, orientation and training |
| **Time spent in relationship** | Individual defines a plan of work or activity with the child for a specific purpose and which is time limited. Relationship does not go beyond this | Personal choice about how much time is spent in relationship and for how long |

# 4. Setting and maintaining appropriate boundaries with children and their families

Before undertaking any work with or delivering any service to children, it is important for the individual to set clear boundaries and parameters to the relationship. Any individual undertaking direct work with children or having contact with them through other activities (for example, fundraising, participation, evaluation, telephone counselling) should:

* Be clear of what your roles and responsibilities are from your job description/volunteer agreement/contract – if unsure, discuss this with your line manager/supervisor/ commissioner;
* Ensure that the child and their family understand what they can expect from the working relationship during a piece of direct work;
* Ensure that the child understands the limits of confidentiality, for example what you can and cannot keep between you and the child;
* Make clear to the child that this is a working not a personal relationship and that the relationship is not a friendship, but that you can offer them appropriate support;
* Continually reflect upon and consider the relationships you have established with children, and ensure that the boundaries you have established are being maintained.

# 5. When might appropriate boundaries be breached?

An individual’s actions can at times lead to them breaching professional boundaries, even though their initial intentions were well meaning. Regardless of the intention, the issue must be shared with the line manager and steps taken to support the individual not to breach appropriate boundaries again.

Often the breach is not a single event but a series of events and interactions that together cause the individual to cross the boundary between what would be considered a working relationship to a personal relationship. The table above shows the characteristics of a personal relationship, and moving from a working to a personal relationship in any of these ways is a breach of appropriate boundaries.

Areas where appropriate boundaries can be breached are:

Overfamiliarity

Moving from a working relationship with a child to one that is overfamiliar, perhaps looking more like a friendship than a working relationship, can lead to a range of issues. This includes the clouding of an individual’s judgement about the child and their needs, the child perhaps pushing the relationship further and becoming more demanding than is appropriate to the work being conducted, or the individual feeling as though they have more of an obligation to the child than is required of the role. Once a relationship has crossed over in this way, it is difficult to return to a working relationship.

It is important to recognise that vulnerable children with whom we work may be very isolated and needy in terms of social contact. For this reason they may seek a different form of a relationship or misinterpret the support that they are receiving. If the boundary is not carefully and appropriately managed, the child may feel loss and betrayal when the work is completed.

Feelings and actions

At times when working with children, an individual may have feelings that cause them concern or that they feel are perhaps inappropriate. Having these feelings is not in itself a breach of appropriate boundaries. There is a difference between having feelings and acting on those feelings and behaving inappropriately. If an individual finds that they are having such feelings, they should discuss and explore them further with their line manager/supervisor/volunteer manager in order to ensure that appropriate boundaries are maintained. This may be as applicable to a child as it to a child’s family member, including a parent.

Occasionally, a child may develop an infatuation with an individual who works with them. The individual should deal with these situations sensitively and appropriately to maintain the dignity and safety of all concerned. They should remain aware, however, that such infatuations carry a high risk of words or actions being misinterpreted and should, therefore, make every effort to ensure that their own behaviour is above reproach.

An individual who becomes aware that a child is developing an infatuation, should make a record of this and discuss it at the earliest opportunity with the line manager/supervisor/volunteer manager in the first instance so that appropriate action can be taken to avoid any hurt, distress or embarrassment.

Similarly, a child may develop a dependency on an individual that may alter the nature of the working relationship and make the individual feel responsibility for fulfilling that dependency. Again, this must be addressed sensitively while being clear that the relationship is a working one, with a defined focus and remit.

Personal gain

Individuals must never use a child or their family in any way to bring about personal gain. This includes using contacts made to get information that they would not otherwise have access to, to get discounted or free products or services that they would not otherwise have been offered or to get any unnecessary work or services that they would not ordinary have had.

Giving and accepting gifts

Gift giving and accepting should only take place in line with NSPCC standards and policies. These should be agreed with your line manager/supervisor/volunteer manager. Large or expensive gifts should never be given as they can generate false expectations from the child and change the nature of the relationship, and may also lead to a feeling of obligation by the child.

There are occasions when children, young people or parents wish to pass small tokens of appreciation to adults, for example on special occasions or as a thank you, and this is acceptable. However, it is unacceptable to receive gifts on a regular basis or of any significant value.

Family and friends

It is inappropriate for individuals involved in work with service users to work with or deliver a service to a friend or family member. If this situation occurs, arrangements should be made for another staff member to take over that case.

For other work with children who are non-service users, it may be appropriate to work with children who are known to you through friends or family, and it is important that if this is the case, clear boundaries are still set so that both the individual and the child are clear about the boundaries within which the piece of work takes place.

Social contact and becoming friends

There may be some circumstances in which those who work with children may live in the same community or locality as those children and their families and, therefore, may on occasions encounter each other in the course of normal daily life activities. It is not acceptable, however, for individuals to initiate social contact with children or families outside of or after the end of the working relationship. Becoming friends with children or their families is a breach of appropriate boundaries as it moves the relationship from a one working to a personal one. If an individual finds that a child is trying to enter into social contact with them, such as by engaging in similar non-work activities at the same location, the individual must raise this with their line manager/supervisor/ volunteer manager in order to agree a strategy for dealing with the situation.

Sexual relationships

Any sexual relationships with children or members of their families with whom the NSPCC undertakes any work is a serious breach of appropriate boundaries, and in some instances illegal. This includes attempts to ‘groom’ or befriend a child or their family for this purpose. Any sexual activity between an individual and a child with whom they work may constitute a criminal offence and will always be investigated in line with the NSPCC Managing Safeguarding Allegations Procedures and will also be a matter for disciplinary action.

It is also inappropriate for an individual to discuss their own sexual relationships with or in the presence of child/ren.

Physical contact

When physical contact is made with a child this should be in response to their needs at the time, of limited duration and appropriate to their age, stage of development, gender, ethnicity and background. It is not possible to be specific about the appropriateness of each physical contact, since an action that is appropriate with one child in one set of circumstances may be inappropriate in another, or with a different child. Individuals, nevertheless, should use their professional judgement at all times, observe and take note of the child’s reaction or feelings and – so far as is possible – use a level of contact and/or form of communication that is acceptable to the child for the minimum time necessary.

Physical contact, which occurs regularly with a child, is likely to raise questions unless there is explicit agreement on the need for, and nature of, that contact. This would then be part of a formally agreed plan. Any such arrangements should be understood and agreed by all concerned, justified in terms of the child’s needs, consistently applied and open to scrutiny.

Where a child seeks or initiates inappropriate physical contact with an individual, the situation should be handled sensitively and care taken to ensure that contact is not exploited in any way. Careful consideration must be given to the needs of the child, and advice and support given to the adult concerned.

Self-disclosure

While recognising that some individuals may have had personal experiences in their own life that may give them empathy and understanding of the situations in which the children or adults they work with find themselves in, it is inadvisable for any individual to self-disclose their personal experiences to a child with whom they are working. The individual will have no control over how that information is subsequently used or shared with others.

Appearance and clothing

A person’s dress and appearance are matters of personal choice and self-expression. This may need

to be different to their appearance outside of work. Individuals who work with children and service users should take care to ensure that they are dressed appropriately for the tasks and the work they undertake, such that their clothing/appearance is:

* not likely to be viewed as offensive, revealing, or sexually provocative
* does not distract, cause embarrassment or give rise to misunderstanding
* absent of any political or otherwise contentious or discriminatory slogans

Working within the parameters of the role and working relationship

In any substantial direct work undertaken with children, there must be a clear plan of how, where, when and why the work will be undertaken and by whom. The work must be undertaken within these agreed parameters following NSPCC policies, procedures and practice standards. Any changes to the agreed parameters of the work must be discussed with your line manager/supervisor/ volunteer manager and recorded in a work plan.

It would not be acceptable to:

* visit children who you are working with outside of agreed and planned working hours;
* visit children at their homes unless it is part of the agreed work plan;
* invite children to your home or to be part of your family or social network;
* transport a child on your own unless this has been risk assessed, agreed with your line manager/supervisor/volunteer manager and with the agreement of parents/carers/child.

Giving out personal contact details

Individuals should never give out their personal contact details, including email and social networking sites, to children. Equally they should not accept a child’s request to join their social network page, for example as a Facebook friend. Further guidance on the expectations around online behaviour and e-safety are contained in the [e-safety guidance](http://firststop.net.nspcc.org.uk/WorkingHere/NSPCCMe/MyResponsibilities/Safeguarding/ESafetyGuidance_fga105688.html) . If a child needs to contact the individual, then they should be given a work email address or telephone number. This is to ensure that if an individual is absent and a child urgently needs to get hold of them, another person can pick up and deal with it. If an individual needs to give out a personal contact number to a child or young person other than a work contact number, they must inform their line manager/supervisor/volunteer manager that they have done so.

Behaviour management

All children have a right to be treated with respect and dignity, even in those circumstances where they display difficult or challenging behaviour. Individuals should not use any form of degrading treatment to punish a child. The use of sarcasm, demeaning or insensitive comments towards children is not acceptable in any situation. The use of corporal punishment is not acceptable.

Where a child displays difficult or challenging behaviour, the individual must use strategies appropriate to the circumstance and situation. The use of physical intervention can only be justified in exceptional circumstances and must be used as a last resort when other behaviour management strategies have failed.

Where a child has specific needs in respect of particularly challenging behaviour, a behaviour management plan may be drawn up and agreed by all parties.

Personal care

All children have a right to safety, privacy and dignity when contact of a physical or intimate nature is required and, depending on their abilities, age and maturity, should be encouraged to act as independently as possible.

Some job responsibilities necessitate intimate physical contact with a child, for example assisting young children with toileting or providing personal care for a disabled child. The nature, circumstances and context of such contact should comply with professional codes of practice or guidance and/or be part of a formally agreed plan, which is regularly reviewed. The additional vulnerabilities that may arise from a physical or learning disability should be taken into account and be recorded as part of an agreed plan. The emotional responses of any child to personal care should be carefully and sensitively observed, and where necessary, any concerns passed to line manager/ supervisor/volunteer manager and/or parents/carers.

The views of the child should be actively sought, wherever possible, when drawing up and reviewing formal arrangements. As with all individual arrangements for personal care needs, agreements between the child, parents/carers and the practitioner must be negotiated and recorded.

Continuing a relationship after the service or piece of work is complete

It is never acceptable for an individual to continue to see a child in a personal capacity once the service or piece of work they have been involved in is complete.

Grey areas

If at any time a member of staff or volunteer believes that it is appropriate to act in a way that is counter to this guidance and procedure, they must discuss this with their manager/supervisor/ volunteer manager before taking any action and a record must be kept by them and the manager of the discussion.

# 6. Warning signs of breaches in professional boundaries

This guidance is intended both for those who are themselves concerned that they may be crossing an appropriate boundary and also for those who are concerned about others potentially breaching appropriate boundaries. While this is not an exhaustive list, it gives some common indicators that might give rise to concerns about whether appropriate boundaries are being breached:

* Frequently thinking about the child when away from work
* Spending time with the child outside of the formally structured work hours or work location
* Becoming friends with the child either online or off line
* Sharing personal information or concerns with the child
* Noticing more physical touching than is appropriate or any sexual content in interactions with the child
* Favouring one child’s needs at the expense of others or giving special treatment to one particular child
* Selective reporting/recording of time spent with the child and the child’s behaviour
* Communicating in a guarded and defensive manner when questioned regarding interactions and relationship with the child
* Receiving or giving of gifts inappropriately to or from the child
* Denying that the child is a service user
* Denying that the behaviour has or is likely to cross a professional boundary
* Continuing to work with a child even though the work plan has been completed and case closure agreed with the line manager or that the specific activity has been completed, for example participation, fundraising or internship.

If you are concerned that you may have breached, or are about to breach professional boundaries please refer to the procedure for dealing with breaches in part one above.

**SCHEDULE 4 - Safeguarding Declaration Form**

**NSPCC Safeguarding Declaration Form**

Safeguarding can be defined as ‘keeping children and adults at risk safe from harm’. The NSPCC believes that safeguarding and promoting the welfare of children and adults at risk is a shared responsibility.

I fully support this principle and therefore require that everyone connected with the Services who may, in my reasonable view, come into contact with children or personal details of children and/or adults at risk, complete and sign this declaration (in accordance with legal requirements).

1. Has anybody conducted an enquiry or investigation about any allegations or concerns that you may pose an actual or potential risk to children or young people (those under the age of 18) or adults at risk?

Yes **🞏** No **🞏**

If your answer to question 1 was “Yes”, provide details about the subject matter of the enquiry together with the outcome and what action was taken

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

……………………………………………………………………………………………………………

2. Have you been convicted of any offence or received any cautions or bind-overs; or are you/have you been subject to any injunction or civil orders connected with the protection of children or adults at risk?

Yes **🞏** No **🞏**

If your answer to question 2 was “Yes” provide full particulars together with dates.

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

……………………………………………………………………………………………………………

1. Have you ever been the subject of disciplinary procedures or been asked to leave employment or voluntary activity due to inappropriate behaviour towards a child(ren) or adult(s) at risk?

Yes **🞏** No **🞏**

If your answer to question 3 was “Yes” provide details together with dates.

…………………………………………………………………………………………………………

……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

1. I understand the action I must take if I have any concerns about the welfare of a child or adult at risk while working with the NSPCC 🞏

This Declaration must be signed below and returned to the NSPCC prior to commencing any work relating to NSPCC Services which may involve contact with children, children’s personal details or adults at risk.

You will retain this Declarationfor a period of 12 months after completion of the Services and may be disclosed to the NSPCC at its request during that time.

I confirm that the above information given by me is correct and that I consent to my personal data being processed and kept for the purpose described above in accordance with the Data Protection Act 1998.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** |  | | |
| **Party** |  | | |
| **Signature:** |  | **Date:** |  |

**SCHEDULE 5 – Data Protocol and Principles Questionnaire**

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|  |  |
| --- | --- |
| Signed by [ ] for and on behalf of **NATIONAL SOCIETY FOR THE PREVENTION OF CRUELTY TO CHILDREN** | .......................................    Date: |
| Signed by for and on behalf of **[Organisation]** | .......................................   Date: |  |

Appendix D - Working with NSPCC Knowledge and Information Services

The NSPCC’s Knowledge and Information Service is a unique resource providing library and enquiry services to NSPCC staff, external professionals and members of the public between the hours of 9 to 5 Monday to Friday. We also provide access to online resources 24/7 via the NSPCC’s website: <http://www.nspcc.org.uk/library>.

Our team of information specialists is highly skilled in the management and retrieval of information. We maintain a database/bibliography of child protection, child abuse and related resources. We are skilled in the cataloguing and indexing of published materials and in the writing of abstracts that summarise research findings, for example.

In carrying out research on behalf of the NSPCC it is a requirement that you either undertake or commission a search of the NSPCC’s library catalogue. As the UK’s most comprehensive bibliography of child protection, child abuse and safeguarding materials this specialist resource should yield results relevant to your research.

**Please note:** the NSPCC library may not be able to provide access to all items identified during an in-depth literature review and we reserve the right to charge for any photocopying.

Our information specialists are experienced in supporting research activities such as literature reviews and systematic reviews. Depending on workload and priorities, we may be able to undertake literature searches on your behalf. We can also advise on:

* Relevant databases to search
* Search terms and search strategies
* Presentation of results.

We would expect an initial kick-off meeting to discuss roles and responsibilities and to agree time-frames and resources. We would also expect to be appropriately credited and acknowledged for our contribution and for the NSPCC library catalogue to be listed amongst databases searched.

It is important that you contact us to discuss your requirements as soon as possible to ensure we can fit the work into our schedule with minimal impact on the provision of our enquiry service.

In return for supporting your research on behalf of the NSPCC we expect:

* To be given as much notice as possible about any forthcoming work
* To be consulted on resources, search terms, search strategies and presentation of results
* To be given realistic time-scales for completion of searches
* To be properly credited and acknowledged for any work that we do.

Contact NSPCC Knowledge and Information Services:   
Tel: 0808 800 5000 | Email: [help@nspcc.org.uk](mailto:help@nspcc.org.uk) | [Twitter: @NSPCCpro](https://twitter.com/NSPCCpro)

**And do remember**, our information service is free to access for anyone looking for information on child protection and child abuse. We will not be able to provide you with the same level of service for non-NSPCC work but you can still access our library and enquiry services, search our library catalogue, sign-up to email alerts, and access online resources. Visit [www.nspcc.org.uk/research](http://www.nspcc.org.uk/research) to find out more.

**Appendix E - Additional Information**

*We are committed to acting ethically and with integrity both internally and in our business relationships, and we expect the same high standards from the organisations we work with.*

*Our procurement process not only aims to ensure NSPCC achieves value for money, but seeks suppliers that meet or exceed our requirements in respect of ethical procurement. Therefore suppliers are asked to demonstrate that they embrace diversity, understand the risks within their own supply chain and remunerate their staff fairly.*



**Make a gift as a company, trust or**

**individual and help us be there for**

**more children**

**©2015 NSPCC. Photography by Tom Hull. The child pictured is a model. Registered charity England and Wales 216401 Scotland SC037717**

**Make a donation as a company or business**

Donating to the NSPCC as a company not only benefits the work we do and the children we help every day, but it can also benefit you by providing tax relief.

To make a donation, simply [download our corporate donation postal form](http://www.nspcc.org.uk/globalassets/documents/fundraising/corporate-donation-postal-form.pdf).

Alternatively, you can send a cheque made payable to 'NSPCC Registered Charity' with your company name, address and employee contact details to FREEPOST NSPCC.

**Become a corporate partner**

"I'm delighted that as a result of our support for NSPCC, we will be able to help protect a generation of children."

***Steve Pateman*** */ Executive Director and Head of UK Banking, Santander*

If you're interested in partnering with us - joining the fight for every childhood - use [this form](http://www.nspcc.org.uk/what-you-can-do/fundraise-for-us/become-a-corporate-partner/) to get in touch with our corporate partner team.

**Making a donation as an individual or company can make a huge difference to children to find out more please visit** [**NSPCC.org.uk**](http://www.nspcc.org.uk/what-you-can-do/make-a-donation/become-major-donor/)

**National Society for the Prevention of Cruelty to Children (NSPCC).** Royal Patron: Her Majesty The Queen. President: HRH The Countess of Wessex.

Founded in 1884. Incorporated by Royal Charter RC000374. Registered charity number 216401 (England and Wales) and SC037717 (Scotland).

1. The safeguarding code and accompanying guidance is equally applicable to children and adults at risk. [↑](#footnote-ref-1)