

## The Careers & Enterprise Company

### Grant offer terms and conditions 2018-20

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## Grant Terms & Conditions

### 1. Purpose of funding

The Careers & Enterprise Company grant funding is to support:

- i) The expansion (in line with the Careers Strategy) of a local Enterprise Adviser Network that will enable powerful, lasting connections between employers and the schools and colleges in the LEP area. The funding should be used appropriately to maximise effectiveness, impact and long-term sustainability.
- ii) Where appropriate the establishment of a local Careers Hub of between 20 and 40 secondary schools and colleges located in the same geographic area, working with universities, other education and training providers, employers and career guidance professionals to ensure the Gatsby Benchmarks are delivered in each school and college within the Hub and that careers outcomes are improved for all young people. The funding should be used appropriately to maximise effectiveness, impact and long-term sustainability.
- iii) Where appropriate the continuation of Opportunity Area Enterprise Adviser support to increase the range and number of employer encounters available to young people in the Opportunity Areas.

The following terms and conditions apply. If the grant has been used in such a way that is not in accordance with these terms, The Careers & Enterprise Company may require repayment of all or part of the grant.

#### Key success factors:

- i) The Enterprise Adviser Network bridges the gap between education and employers by pairing individual Enterprise Advisers with a school or college to help build a strategic employer engagement plan that fulfils the needs of the school/college and students. The attached Enterprise Coordinator and Enterprise Adviser roadmaps clearly set out the model and highlight the key actions and activities that will deliver successful employer engagement plans and programmes.

**The Careers Strategy sets an expectation on the network that every mainstream school and college will be offered access to the network and an Enterprise Adviser by July 2020.**

We are seeking to develop a pathway with LEPs towards reaching that level of activity in advance of the deadline.

- ii) By establishing Careers Hubs across the country, we will test and extend the model piloted in the North East to support schools to fully achieve the eight Gatsby Benchmarks. Careers Hubs will enable this by bringing schools, colleges and other partners together and offering them access to support and resources to help them meet each of the Gatsby Benchmarks.

Once established each Hub is expected to have an impact on the speed and scale of benchmark achievement within their area. Details are set out in the Grant Offer Letter.

The Careers Hub programme will be testing and evaluating whether being part of a Careers

Hub helps schools and colleges to meet the eight Gatsby Benchmarks and ultimately improves a range of outcomes for the young people in the local area. This evaluation and best practice emerging from the Hubs will be disseminated across the rest of the Enterprise Adviser Network and Country.

Hub Lead and Hub Enterprise Co-ordinator roadmaps are being drafted to expand on the generic model and highlight the key actions and activities that will deliver successful programmes. Each Hub had also produced a proposal for their local project, which unless superseded in Careers & Enterprise Company guidance or agreement is expected to be adhered to.

- iii) The Opportunity Areas operate alongside the Enterprise Adviser Network and Careers Hubs. Their success is measured in relation to the volume of employer encounters available to young people in the Opportunity Area(s) and the engagement of Cornerstone Employers. In order to support this measurement it is expected that all schools in Opportunity Areas will start to use Tracker or an appropriate alternative to report on the volume of encounters being provided.

## 2. Impact tracking:

**LEPs must comply with The Careers & Enterprise Company's tracking and monitoring requirements on time and in full.**

The impact tracking arrangements for the academic year 18/19 will contain the following elements:

- a) The **EAN Register** is a standardised Excel workbook/extract from the Careers & Enterprise Company supplied Salesforce application where the details of all existing and new Enterprise Co-ordinators, Enterprise Advisers and schools/colleges and matches between them are recorded and reported to The Careers & Enterprise Company.

A completed EAN Register (covering Hub, Non Hub and Opportunity Area activity in a LEP) must be submitted to The Careers & Enterprise Company via [lepinfo@careersandenterprise.co.uk](mailto:lepinfo@careersandenterprise.co.uk) (or updates completed to the Salesforce system) on the first Monday of every month. Where the first Monday of the month falls on a Bank Holiday, the return must be made on the next working day.

LEPs are acting as processors of information contained within the registers on behalf of The Careers & Enterprise Company, please see our requirements below on data protection which support this processing and ensures information can be legitimately passed on to The Careers & Enterprise Company from each LEP.

- b) **Quarterly returns** are to be provided on the template supplied detailing progress, barriers and providing case studies for work undertaken within the projects. The EAN network, and where relevant The Careers Hub, The Opportunity area and the Apprentice Enterprise Coordinator pilot each require a separate report (see Appendix 3). Quarterly returns are submitted with financial claims – the arrangements and deadlines for these are provided on page 11 below.

- c) **Compass** is a benchmarking tool that helps schools and colleges review their careers provision against the Gatsby Benchmarks. This tool will be the method by which progress against the Gatsby Benchmarks are baselined and monitored over the coming period. **Careers Hubs must ensure that each school and college in the Hub completes a refreshed Compass self-assessment each academic term (three times a year). LEPs must ensure that schools operating outside Careers Hubs complete a refreshed Compass self- assessment at least once an academic year – in the Summer term.**
- d) **Qualitative surveys** – over the period, there will be a number of surveys (including the FutureSkills survey) to track the effectiveness of and satisfaction with the Enterprise Adviser Network, Hub and Opportunity Area provision as well as to supplement information about the overall impact of the Careers & Enterprise Company programme across all stakeholders. **LEPs are expected to respond to or facilitate these surveys in a timely and effective manner.**

### 3. Staff recruitment and quality assurance of the Network:

**Staff recruited to Enterprise Adviser Network, Careers Hub or Opportunity Area posts are the cornerstone of the programme, it is essential to the successful delivery of this grant agreement that the quality of the candidate and their management is consistently high.** The Careers & Enterprise Company wants to work in partnership with LEPs to achieve this, and ensure we are celebrating and showcasing best practice across the network.

- a) **Staff must be recruited to The Careers & Enterprise Company's Hub Lead, Senior Enterprise Adviser or Enterprise Coordinator brief and job description** (these have been circulate previously, please ask for current versions when recruitment is required). The job description may be tailored to reflect local LEP priorities, but must contain the core elements of the role.
- b) Hub Lead must be in post by the Hub training event on 15th October. Should a Hub Lead's start be beyond this date agreement must be sought from your Regional Lead.
- c) As part of a national Network, we ask that all **Hub Leads and Enterprise Coordinators must use the same job title.**
- d) Taking into account regional variations, **the expected salary band for a Hub Lead is £40,000-£50,000 and for an Enterprise Coordinator £30,000 - £40,000.**
- e) Where LEPs have engaged multiples of four or more Enterprise Coordinators, we advise the appointment of a Senior Enterprise Coordinator for each four Enterprise Co-ordinators to supervise the Enterprise Adviser team, work closely with the Skills Lead to oversee the local Enterprise Adviser Network.
- f) The expected salary band for a Senior Enterprise Coordinator is £35,000 - £47,500.
- g) **Where part-time appointments are made, these must be at 0.5 FTE or above**
- h) As co-funder of these posts, **our Regional Leads must form part of the interview panel and have the right to veto any appointment** if it is felt that the candidate does not meet the minimum required criteria.
- i) We expect **all staff to commit 7 working days (3% of their time for a full time employee) to central events/training in the year. In addition to this we will be providing a five day mandatory launch training event for Hub Leads (three days for Hub Enterprise Co-ordinators) in October 2018.** Other events will include our national Annual Conference and

- Enterprise Adviser Network celebration events (2 days), all new Enterprise Coordinators attending a regional induction session and other core training.
- j) **The Roadmap documents (available via Regional Leads) provide a recommended approach that sets out the key standards, actions and activities for successful local delivery.**
  - k) LEPs are expected to offer **Careers & Enterprise Company programmes access to their local labour and education market knowledge, expertise and links.** The Enterprise Adviser Network and Careers Hub is in turn well positioned to provide LEPs with insights on local skills and education issues.
  - l) **LEPs are responsible for the induction, management, training and HR issues** arising from the employment of programme staff, The Careers & Enterprise Company **Regional Leads are responsible for monitoring and supporting the quality and progress of programmes and staff (against the Careers Strategy, targets set in the Grant Offer Letter and the relevant Roadmap).**
  - m) In the unlikely event of staff not delivering the objectives of the role, The Careers & Enterprise Company will identify issues and offer support to the LEP to develop the individual through coaching, resources and support at meetings subject to the individual needs and the LEP's request. Should these actions not sufficiently raise the quality of provision to the standard outlined in the relevant Roadmap, The Careers & Enterprise Company will expect the LEP to progress performance management in accordance with their HR policies.
  - n) In the unlikely event that the terms of the grant agreement are not being delivered, whether due to staff performance or for other reasons, The Careers & Enterprise Company have the right to reserve funding until such point that the terms are being delivered.
  - o) LEPs are required to inform The Careers & Enterprise Company of any proposed changes in structure that might affect the future employment of Enterprise Coordinators already in post and to work with Regional Leads to ensure that The Careers & Enterprise Company's requirements continue to be met.

#### 4. Enterprise Adviser recruitment:

- a) Enterprise Advisers must be recruited to The Careers & Enterprise Company's Enterprise Adviser volunteer description.
- b) Every Enterprise Adviser and participating school/college should sign a document based on the model Memorandum of Understanding provided by the Careers & Enterprise Company setting out the expectations of the role and the support available to them from the LEP and The Careers & Enterprise Company.
- c) The Careers & Enterprise Company provide a model volunteer application form. All LEPs will be expected to use this form which may be tailored locally with the inclusion of additional questions.
- d) As in previous years, the option of CIPD help in Enterprise Adviser recruitment will be available to LEPs and Enterprise Coordinators.

#### 5. DBS checks:

Enterprise Advisers volunteer on a regular basis in a school, with a minimum commitment of one year and will therefore become familiar visitors to the school. Whilst the initial activity is focussed with the senior leadership from the school it is likely that as an action plan is implemented that they will become involved directly with activities that include children in the school. As such it is our

opinion that the EA is working 'regularly in a school or college where that work provides an opportunity for contact with children' (Para 52 of Statutory guidance for schools "Keeping Children Safe in Education", July 2015). **It is therefore essential that all Enterprise Coordinators, Enterprise Advisers and Hub Leads undergo an Enhanced Disclosure and Barring Service (DBS) check including a review of the DBS barred lists.** This DBS check should be processed in line with the model details at Annex B.

#### 6. Conflicts of interest:

- a) Where the function of the Enterprise Coordinator is being provided by a third party, the LEP must ensure that there is no conflict of interest.
- b) Enterprise Coordinators must be independent of their home organisations.
- c) All procurement processes for a contracted service must be done in an open and transparent manner.
- d) Enterprise Advisers must not use their position to promote or sell services from their employer or own business. Any potential conflicts of interest must be registered with their Enterprise Coordinator.

#### 7. Independent Schools:

Funding is only available to support maintained secondary schools and academies. Only in very exceptional circumstances can an independent school join the EAN – for example, where they are working closely with maintained schools and can open up their employer networks to other local schools. All exceptions must be agreed by The Careers & Enterprise Company through the relevant Regional Lead.

#### 8. Hub Schools and Colleges:

Hub funding is only available to support maintained secondary schools, academies and colleges named as members of the Hub. Up to 10% of the schools and colleges named in the proposal can be changed with agreement before the programme commences – once the Hub is operating (by December 2018) no further changes of schools or colleges may be made.

#### 9. Working with The Careers & Enterprise Company grant recipients:

Through our Investment Funds, we scale up proven careers and enterprise programmes into geographic areas of need, some Hub areas are additionally supported by Virtual Wallet provision. The funded programmes have gone through a rigorous assessment process and we know the programmes work. When building a careers and employer engagement plan with schools, Hub Leads, Enterprise Coordinators and Advisers should recommend the available programmes to schools, based on the audit and the needs of the school. The funded programmes should also be highlighted in local toolkits and Enterprise Advisers briefed on the support we give to these programmes. Where possible, it may also be appropriate to introduce grant recipients to local school and employer networks. We also recommend that Hub staff support the use of and accuracy of data contained in the Provider Directory produced by The Careers & Enterprise Company.



#### 10. Support from The Careers & Enterprise Company:

- a) **SLT sponsorship:** Each LEP area will be sponsored by a member of The Careers & Enterprise Company senior leadership team to provide a dedicated point of senior contact. Your SLT member will work closely with you to ensure this is a sustainable programme with local ownership, delivering local priorities.
- b) Our **Regional Leads** will support in operational delivery, helping you to deliver the best possible work on the ground. Regional Leads will be your main point of contact and should be represented in whatever governance arrangement is set up locally for the project. They will also provide feedback on the work of the programme to support performance reviews and development conversations. **Area Managers North, East and West** are also available for operational and strategic support to LEPs.
- c) The Careers & Enterprise Company **central team** handle all funding and grant claim queries. They also monitor the general [lepinfo@careersandenterprise.co.uk](mailto:lepinfo@careersandenterprise.co.uk) mailbox.
- d) **CIPD support** is available to assist in the recruitment of a proportion (up to 25%) of Enterprise Advisers in each area from senior HR professionals. CIPD will work with Enterprise Coordinators to agree the key priorities for your local recruitment and to take on outreach, sifting and interviewing of candidates.

#### 11. Branding and Marketing:

The LEP has been sent Careers & Enterprise Company branding guidelines. It is the minimum expectation that all promotional material relating to the Hub and Enterprise Adviser Network will bear The Careers & Enterprise Company logo and that the Company is referenced in all relevant events and press articles showcasing the work, LEPs are also expected to provide case studies in line with grant claims processes.

#### 12. Data protection

- 12.1. **Data Protection Legislation means:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 12.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 12.3. The parties acknowledge that for the purposes of the Data Protection Legislation, The Careers & Enterprise Company is the Data Controller and the Recipient is the Data Processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Annex A sets out the scope, nature and purpose of processing by the Recipient, the duration of the processing and the types of Personal Data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.



- 12.4. Without prejudice to the generality of clause 1.2, The Careers & Enterprise Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Recipient for the duration and purposes of this Agreement.
- 12.5. Without prejudice to the generality of clause 1.2, The Recipient will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Recipient for the duration and purposes of this Agreement
- 12.6. Without prejudice to the generality of clause 1.2, the Recipient shall, in relation to any Personal Data processed in connection with the performance by the Recipient of its obligations under this Agreement:
- (a) process that Personal Data only on the written instructions of The Careers & Enterprise Company unless the Recipient is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Recipient to process Personal Data (**Applicable Laws**). Where the Recipient is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Recipient shall promptly notify The Careers & Enterprise Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Recipient from so notifying The Careers & Enterprise Company;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by The Careers & Enterprise Company , to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of The Careers & Enterprise Company has been obtained and the following conditions are fulfilled:
    - (i) The Careers & Enterprise Company or the Recipient has provided appropriate safeguards in relation to the transfer;
    - (ii) the data subject has enforceable rights and effective legal remedies;

- (iii) the Recipient complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Recipient complies with reasonable instructions notified to it in advance by The Careers & Enterprise Company with respect to the processing of the Personal Data;
- (e) assist The Careers & Enterprise Company, at The Careers & Enterprise Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify The Careers & Enterprise Company without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of The Careers & Enterprise Company, delete or return Personal Data and copies thereof to The Careers & Enterprise Company on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause (Data Protection) and allow for audits by The Careers & Enterprise Company or The Careers & Enterprise Company's designated auditor.

12.7 The Careers & Enterprise Company does not consent to the Recipient appointing any third-party processor of Personal Data under this Agreement.

12.8 The Recipient agrees to indemnify, and keep indemnified, The Careers & Enterprise Company against all costs, claims, damages, fines or expenses incurred by The Careers & Enterprise Company or for which The Careers & Enterprise Company may become liable due to any failure by the Recipient or its employee or agents to comply with any of its obligations under this DPA.

12.9 The Careers & Enterprise Company may terminate the Agreement with immediate effect by giving written notice to the Recipient if the Recipient commits a breach of this DPA.

12.10 Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

13. Amendments and variations: No amendment or variation to this Grant Funding Agreement shall be effective unless it is in writing, agreed and signed by those authorised to do so on behalf of each of the parties.

#### 14. Interpretation and Resolution of Disputes

14.1 Questions arising on the interpretation of the arrangements in this agreement shall be resolved by both parties.

14.2 Both parties shall use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of this agreement.

14.3 In the event that a dispute arises as a result of this grant funding, the dispute shall be referred in the first instance to you and our respective Principal Contacts.

14.4 If the dispute cannot be resolved by these representatives within a maximum of 30 days, then the matter must be escalated and put to a formal meeting of the Chief Executives of both parties and ultimately shall be resolved by the Department for Education.

15. Termination: This Grant Funding Agreement may be terminated by either party giving at least 3 months' notice in writing.

This Grant Funding Agreement may be terminated by us forthwith, upon giving you written notice, in the following circumstances :

- A material breach of this agreement
- Submission of a false, misleading or inaccurate claim for payment of the Grant in contravention of the Grant Offer Letter
- You have, in our reasonable opinion, brought us into disrepute, or are likely to do so
- We have reasonable grounds to believe that you will not be able to perform your obligations under this agreement
- You have engaged a third party in relation to the provision of the Funded Activities without our prior written consent

In the event of a change of Government or in policy direction, this Grant Funding Agreement may be terminated by us with immediate effect by notice in writing (such notice period as will be reasonable in all the circumstances).

Upon termination, we will pay reasonable costs incurred in respect of the delivery of Funded Activities performed prior to the date of termination through the grant claim up to normal grant funding ceiling. Reasonable costs will be agreed and identified by both parties and you should assess and seek to mitigate any costs that may occur.

## 16) Grant claim arrangements

### Use of Grant

The grant offer from The Careers & Enterprise Company is made on the agreement that monies should only be expended in regard to the delivery of the Careers Hub, Enterprise Adviser Network and Opportunity Area support as set out in the Grant Terms & Conditions.

If the grant has been used in such a way that is not in accordance with these terms, The Careers & Enterprise Company shall be entitled to require repayment of all or part of the grant.

In using the grant, the LEP shall comply with all applicable law or where applicable, The Public Contracts Regulations 2015.

The grant claim forms consist of a single Excel workbook with six tabs. These are expected to collect the claim details for Core Enterprise Adviser Network activity plus where they exist, Opportunity Area Enterprise Coordinators, Apprenticeship Pilots and Careers Hubs. A draft is included in this pack and the final version will be provided on receipt of your signed grant offer acceptance. Please note that the claim seeks information on each person employed on the project (FTE, salary, role, on costs).

#### **1. Reimbursement of Enterprise Coordinator and Hub Lead Costs**

The following expenditure is eligible up to maximums of:

£25,000 per annum for each full time Enterprise Coordinator subject to a cash match of 50%.

£30,000 per annum for each full time Senior Enterprise Co-ordinator subject to 50% cash match

£50,000 per annum for each full time Opportunity Area EC – no cash match required.

£60,000 per annum for each full time Hub Lead – no cash match required.

- 1) Salary, on costs and employee overheads (eg desk space). When completing the grant claim form, each post and its current holder must be listed separately
- 2) Reasonable travel and subsistence and administration support in delivery of the programme.

Claims are to be submitted four times a year as set below:

Claim	Period	Claim Due	Maximum eligible claim per EC	Maximum eligible claim per Senior EC	Maximum eligible claim per OA EC	Maximum eligible claim per Hub Lead
1	Sept – Dec 2018	30 Jan 2019	£8,333	£10,000	£16,666	£20,000
2	Jan – March 2019	30 Apr 2019	£6,250	£7,500	£12,500	£15,000
3	April – June 2019	30 July 2019	£6,250	£7,500	£12,500	£15,000
4	July – Aug 2019	30 Sept 2019	£4,167	£5,000	£8,334	£10,000

Only eligible expenditure defrayed (ie incurred and paid) by the end of the claim period can be included. **Claims will not be paid if EAN Register returns have not been made.** Claims should be

submitted within 30 days of the end of the claim period and must be certified by a signatory of the designated Accountable Body.

## **2. Programme (Kick-Start) Funding**

Programme funding is offered to LEPs on joining the Network to support start-up activities and must be matched on a 50:50 basis, either in cash or 'in kind'. Any unspent programme (kick-start) funding at the end of the 17/18 academic year can be rolled over into the academic year 18/19 and 19/20.

At the same time as claiming for the reimbursement of Enterprise Coordinator costs, LEPs should submit an account of how The Careers & Enterprise Company Programme (Kick-start) funding has been utilised.

Eligible items are:

- Recruitment costs for Enterprise Coordinators
- Steering Group meetings
- Local events to engage schools and employers in the programme
- Local events to support Enterprise Adviser recruitment
- DBS checks for Enterprise Coordinators and Enterprise Advisers
- Training events and materials for Enterprise Advisers
- Reasonable travel expenses for Enterprise Advisers
- Promotional material and activities
- Production of LMI to support the Network
- Skills Leads time on EAN oversight activities and administration support within the LEP

## **3. EAN Progress reporting**

A brief narrative report providing a clear description of the programme's progress is required with every claim **together with a case study**. The narrative report should provide a snapshot of the reporting period and include key metrics such as the number and FTE of employed Enterprise Coordinators, number of school visits made by each Enterprise Coordinator.

## **4. Hub Central Fund reporting (where relevant)**

Central Hub funding is offered to LEPs on returning the grant acceptance form.

Funding will be £2000 per school/college in the Hub. This will be paid when the grant acceptance is returned.

The Central hub fund is intended to support the Hub in delivering its goals. This Hub fund will offer the opportunity to fund activities which benefit schools and colleges across the Hub, such as apprenticeship events, and broader learning and sharing events. Any unspent funds at the end of the 18/19 academic year can be rolled over into the academic year 19/20.

At the same time as claiming for the reimbursement of other costs, LEPs should submit an account of how the Central Hub Fund has been utilised.

Eligible items are:

- Networking events primarily aimed at Hub schools and colleges
- Activities related to the achievement of Gatsby Benchmarks in Hub schools and colleges
- Steering Group meetings
- Local events to engage schools and employers in the programme

- Training events and materials for Enterprise Advisers or Careers Leaders
- Promotional material and activities
- Cover costs incurred by Lead Schools in their support of the Hub

The Central hub fund should not be used to pay costs related to assessments for the Quality in Careers Standard or similar awards.

The central fund should also not be used for additional Careers & Enterprise Company sponsored Careers Leaders training.

Should the Hub wish to spend Central Hub Funds on software or processes that relate to the functions of Tracker please raise this with your Regional Lead to ensure any spend is in line with the Careers & Enterprise Company's digital strategy.

#### **5. Hub Progress reporting (where relevant)**

A brief narrative report providing a clear description of the programme's progress is required with every claim **together with a case study on the supplied template**. The narrative report should provide a snapshot of the reporting period and include key metrics such as the number and FTE of employed hub staff, number of visits made by each Enterprise Coordinator, events held for the Hub schools and colleges as well as progress and key developments against each of the Gatsby Benchmarks.

#### **6. Apprenticeship Pilot Progress reporting (where relevant)**

A brief narrative report providing a clear description of the programme's progress is required with every claim **together with a case study on the supplied template**.

#### **Case Studies**

It is important that we have a bank of excellent case studies from across the Network that demonstrate the impact of the EAN and Hubs. We use these case studies in a variety of ways – for example in briefing documents for Ministers, in our quarterly returns to the DfE, when talking to journalists and on our social media channels. They bring our work to life and increase awareness and understanding of what we do highlighting the importance of our partnership with LEPs. Our case studies need to be current and provide a snapshot of the work of the EAN and the Hubs. We are often asked at short notice for local examples of the great work that it is being done so it is essential that we have clearance from those mentioned in the case study so that we can share their story. Each quarterly return must include a strong case study. A case study guide and template is currently being redrafted and will be circulated prior to December 2018 returns.

Regional Leads are able to give advice on good subject matter for case studies.

**Annex A – Data Protection Processing by the Recipient**

**(To be completed where changes have occurred in processing practices)**

Description	Details
Scope of processing	
Duration of the processing	
Nature and purposes of the processing	
Types of personal data	
Disposal of data	
Categories of data subject	

**Recipient Acceptance**

Recipient agrees that this DPA shall take effect as an agreed written amendment to the Agreement.

Signed:..... Date: .....

Print Name..... Job Title.....

## Annex B

### **DBS checking - model process**

1. In line with the grant terms all Enterprise Coordinators and Hub Leads should have an enhanced DBS check including a review of the DBS barred list. This should be completed prior to their commencing their employment. Where this is not the case the employer should notify The Careers & Enterprise Company Regional Lead and a risk assessment be undertaken regarding the Enterprise Coordinator's work with schools prior to the arrival of check result. A model risk assessment is provided below. The risk being assessed is whether the candidate presents any immediate risk through disclosures for a role which involves contact with young people and a position of influence over them and what mitigations need to be in place. The risk assessment should include a consideration of what information should be passed to the education institutions with whom the Enterprise Coordinator will work.
2. Where an individual has a DBS result that is anything but clear a risk assessment should be undertaken by the individual's employer or volunteer co-ordinator – a model risk assessment is provided below. The risk being assessed is whether the candidate remains suitable for a role which involves contact with young people and a position of influence over them and what mitigations need to be in place. The risk assessment should include a consideration of what information should be passed to the education institutions with whom the Enterprise Coordinator will work.
3. Enterprise Advisers are also expected to have an enhanced DBS check with a review of the DBS barred list – to be completed before undertaking their first visit to the school/college they are matched with. Where this is not the case the Enterprise Coordinator should notify the school/college and their local manager, where deemed necessary by the local manager or the school/college a risk assessment should then be undertaken regarding the EA's role prior to the arrival of check result (a model risk assessment is provided below). The risk being assessed is whether the candidate presents any immediate risk through disclosures they may make for a role which involves contact with young people and a position of influence over them and what mitigations need to be in place. Where a DBS result is returned that is anything but clear the process outlined in point 2 above should be followed.
4. LEPs should confirm that a DBS check is in place for each EA and Enterprise Coordinator. The Careers & Enterprise Company is procuring a national provider for online DBS applications. As this becomes available LEPs will be expected to process all new checks through this central system.

We recommend that EAs and Enterprise Coordinators take up the option of joining the DBS update service when they receive their certificate (this is free for volunteer EAs and a claimable expense for Enterprise Coordinators). Regional leads will confirm annually that a DBS check is in place for each Enterprise Coordinator and that it is less than three years old. All checks over three years old should be renewed, by the update service or a new check.



Annex C Model DBS Risk Assessment

## Criminal Record Disclosure: Assessing the Risks

Use this risk assessment where criminal conviction/s or Police information has been disclosed for Enterprise Co-ordinators or Advisers seeking to join or working within the Enterprise Adviser Network, or where no DBS Certificate has been received prior to contact with schools/colleges/

This risk assessment has been designed to help:

- gather the facts and background information about any offence/s
- assess the risks of re-offending, in relation to the work that the individual is being asked to do
- notify the relevant parties of the outcome
- store records securely.

Having a criminal record will not normally automatically bar an individual from working for the council. The facts must be carefully considered and the assessor must discuss the offences disclosed with the individual and assess the risks before a decision is made. **Annex 1** provides categories of offences that may lead to refusal to appoint.

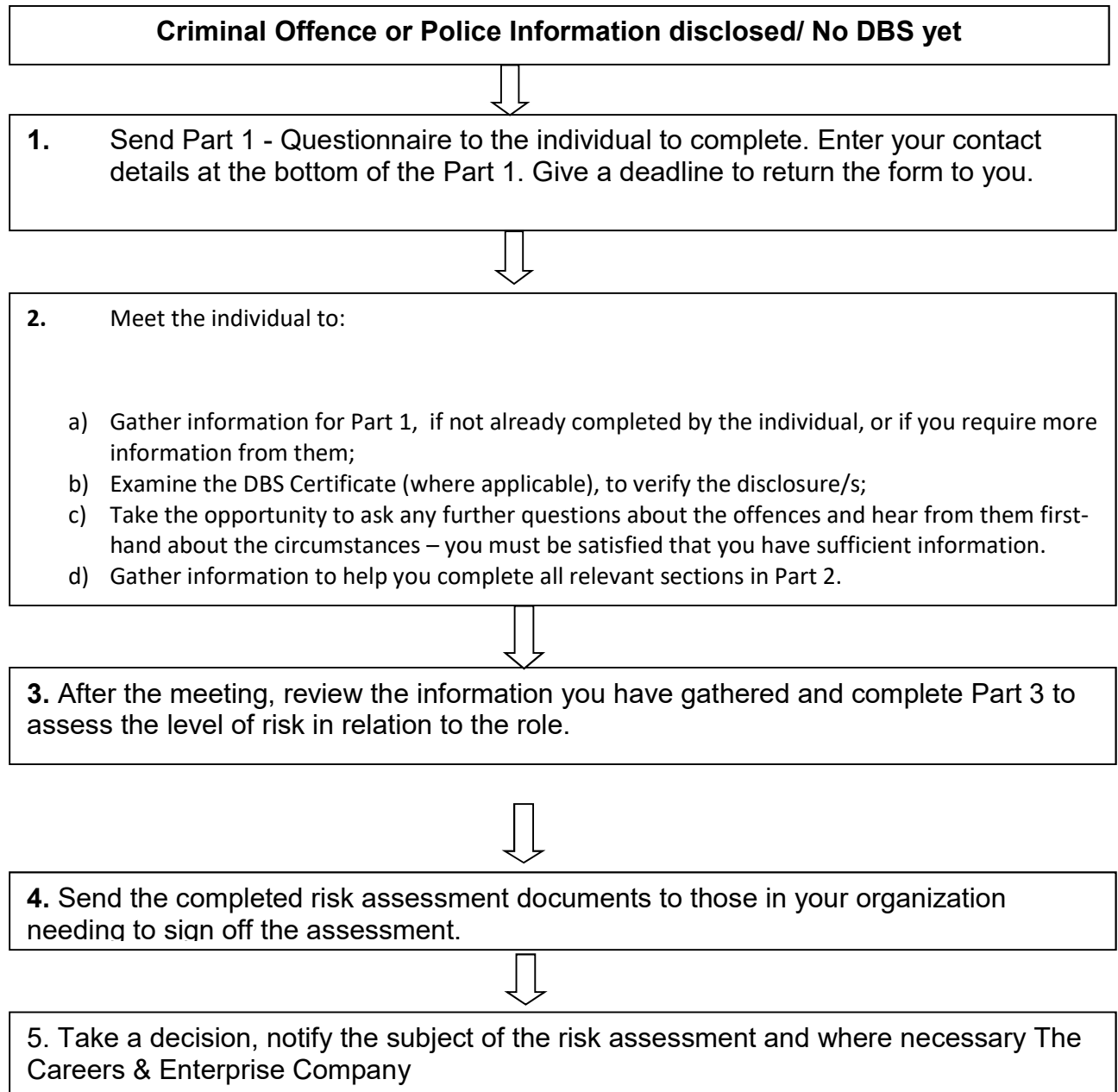
Where no DBS certificate has yet arrived but the risk assessment has been completed and the hosting school or college are agreeable the assessor may decide to commence work with the school/college. Where the DBS certificate highlights convictions the individual **must not** start to work with children or vulnerable adults until authority has been given by the Careers & Enterprise Company.

### **Keep a record**

Save the completed risk assessment as a password protected document on a secure location. This information may be requested for Audit, Safeguarding and inspections purposes.

Act promptly and deal with this matter sensitively and in the strictest confidence.

Follow these steps:



**PART 1 – To be completed by applicant/employee**

You are asked to complete this form either because your DBS certificate has not arrived but there is an opportunity to commence work with a school or college or because the DBS certificate has highlighted issues.

AS an organization committed to safeguarding young people we now need to assess your suitability for the role you are applying for, or that you are currently undertaking. This will not necessarily bar you from working with the Enterprise Adviser Network. It will depend on the nature of any offences or incidents that have been disclosed to us and the circumstances. We would like to give you the opportunity to provide us with more information by completing this questionnaire.

Return this questionnaire to the contact details below. Normally, you will also be invited to meet to discuss the information you have provided.

Any information disclosed will be treated in the strictest confidence.

<b>Name:</b>		<b>Date of Birth:</b>
<b>Enterprise Adviser / Enterprise Co-ordinator</b>		<b>Location:</b>
<p><b>Are there any offences or incidents that the Careers &amp; Enterprise Company should be aware of before placing you into a role working with schools and young people?</b> Please delete as applicable</p>		
<b>YES (Please detail below)</b>	<b>No (Please just sign and submit this form)</b>	

<b>Offence or Incident 1:</b>
<b>Date of Offence or Incident:</b>
Give details of what happened, who was involved, when and where the offence occurred and why. Give your views about the offence now.

<b>Offence or Incident 2:</b>
<b>Date of offence or incident:</b>
Give details of what happened, who was involved, when and where the offence occurred and why. Give your views about the offence now.
<b>Offence or Incident 3:</b>
<b>Date of offence or incident:</b>
Give details of what happened, who was involved, when and where the offence occurred and why. Give your views about the offence now.
<b>Offence or Incident 4:</b>
<b>Date of offence or incident:</b>
Give details of what happened, who was involved, when and where the offence occurred and why. Give your views about the offence now.
<b>Offence or Incident 5:</b>

<b>Date of offence or incident:</b>
Give details of what happened, who was involved, when and where the offence occurred and why. Give your views about the offence now.
<b>Offence or Incident 6:</b>
<b>Date of offence or incident:</b>
Give details of what happened, who was involved, when and where the offence occurred and why. Give your views about the offence now.

I certify that the information I have provided on this document is true and complete. I understand that to knowingly make a false statement or omit information will result in my job or volunteering application being unsuccessful.

<b>Signature:</b>
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**Please return this form to:** [xxx@email.co.uk](mailto:xxx@email.co.uk) - mark it Official - Sensitive.  
Alternatively you can return it by post or hand deliver to this address: XXXXX

**PART 2 – To be completed by the recruiting supervisor**

Complete this section for **All** Risk Assessments:

<b>Name of Candidate:</b>	<b>Date of Birth:</b>
<b>Job Title:</b>	<b>LEP:</b>

<b>Proposed Start Date</b>	<b>Person conducting the assessment:</b>
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<b>Information required</b>	<b>Notes/Confirmation</b>
<ul style="list-style-type: none"> <li>Is this assessment related to a DBS that has been submitted but no certificate yet received?</li> </ul>	
<ul style="list-style-type: none"> <li>Application Form/Biography – have all gaps, discrepancies or anomalies been checked? Give details</li> </ul>	
<ul style="list-style-type: none"> <li>For employed roles only - Have satisfactory references been received? Give details of any missing.</li> </ul>	
<ul style="list-style-type: none"> <li>Did the candidate disclose the information about their situation?</li> <li>If no and we are aware of issues, how did the convictions come to our attention?</li> <li>Had the candidate been actively asked and been given the opportunity to disclose any information about convictions/ cautions/ reprimands/warnings to us?</li> </ul>	

**If this assessment relates to a DBS that has been submitted but no certificate has been received and no information of concern has been disclosed please ensure that the volunteer and school or college is aware that no DBS is in place yet. If all are happy to proceed please keep a copy of this assessment and commence EAN work.**

**Otherwise please move to section 3.**

**Part 3 - ASSESS THE RISKS - To be completed by the recruiting supervisor**

Complete this for **ALL** risk assessments.

Question	Applicable (Please delete as appropriate)	Comments
Did the applicant tell us about the criminal offence/s?	<p><b>Yes</b></p> <p>If 'No' state reason they have given</p>	
Does the individual agree that the information disclosed on the DBS certificate is correct?	<p><b>Yes</b></p> <p>If 'No' what do they think is incorrect and why?</p>	
Were any offences work-related or committed within the context of a work setting?	<p><b>No</b></p> <p>If 'Yes' give details</p>	
When was the offence/s committed?	<p>Give years</p>	
What is the individual's attitude to the offence/s now?	<p>e.g. regret/remorse/ justified/denial</p>	
Would they do anything differently now?	<p>Yes</p>	
Has the individual's circumstances changed since the conviction/s e.g. location/friends/partner/education?	<p>Partly</p> <p>If 'Yes' specify what</p>	

Are there any mitigating circumstances? e.g. immaturity, traumatic life event	No	
Do the matters disclosed form any pattern e.g. repeat offences or repeat motivation (anger/financial/drugs/alcohol	No	.
Can the applicant demonstrate any efforts not to re-offend? e.g. Rehabilitation course, Anger Management course, help for alcohol/drug abuse.	Yes	
Can safeguards be implemented to reduce/remove any risk e.g. no unsupervised contact?	Not necessary	
What supervision is available and how readily?	Give details	
<b>Any further information</b>		
Is there any other information relevant to this Risk Assessment regarding the candidate, the task itself or the location/environment where the activities will take place?		

<b>Level of Risk:</b>	
Complete the level of risk posed by appointing the individual. Give your reasons.	
High Risk	
Medium Risk	
Low Risk	Low Risk



**What protective measures can you put in place to render the risk low?**

**Give details here:**

Risk Assessment completed by:

Signed

Date:

Risk Assessment Authorised by:

Signed

Date

## Annex 1

**Categories of offences which may lead to refusal to appoint or require a risk assessment before an appointment decision can be made.**

### ***Working with children, young people and vulnerable adults***

<b>Sexual offences- convictions for these offences will normally disqualify applicants:</b>
<ul style="list-style-type: none"> <li>▪ Any sexual offence involving a child or a vulnerable adult.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Any sexual offence involving violence or the misuse of drugs.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Any sexual offence involving organising sexual activity.</li> </ul>
An assessment of risk will be undertaken when considering applicants with convictions:
<ul style="list-style-type: none"> <li>▪ Where the applicant was convicted of sex with an under-age person when they themselves were of a similar age.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Other sexual offences.</li> </ul>
<b>Violent offences - convictions for the following offences will normally disqualify applicants:</b>
<ul style="list-style-type: none"> <li>▪ Any violent offence against a child or vulnerable adult.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Murder, manslaughter, grievous bodily harm, aggravated bodily harm.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Violent sexual offences.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Domestic violence</li> </ul>
An assessment of risk will be undertaken when considering applicants with convictions for the following:
<ul style="list-style-type: none"> <li>▪ Actual bodily harm, wounding, assault and battery</li> </ul>
<ul style="list-style-type: none"> <li>▪ Possessing an offensive weapon.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Death by reckless or dangerous driving.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Any other violent offences.</li> </ul>

<b>Offences relating to alcohol and drugs - convictions for the following offences will normally disqualify applicants:</b>
<ul style="list-style-type: none"> <li>▪ Any offence relating to dealing, cultivating or supplying controlled drugs or substances.</li> </ul>
An assessment of risk will be undertaken when considering applicants with convictions for:

<ul style="list-style-type: none"> <li>▪ Possession of a class A, B or C drugs.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Offences involving supplying alcohol to young people and children.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Repeated offences involving alcohol.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Being drunk or under the influence of drugs in charge of a motor vehicle. This will be a serious matter where jobs involve driving or transporting others.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Other offences involving alcohol or drugs.</li> </ul>
<p><b>Offences involving theft and dishonesty- convictions for the following offences will normally disqualify applicants:</b></p>
<ul style="list-style-type: none"> <li>▪ Any offence involving theft or dishonesty with a child or vulnerable adult.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Any offence involving theft or dishonesty, including benefit fraud, and associated violence.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Burglary, aggravated burglary, robbery, blackmail, going equipped to commit burglary.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Other convictions involving dishonesty will be subject to a risk assessment.</li> </ul>
<p><b>Offences relating to misuse of the intranet or records</b></p>
<ul style="list-style-type: none"> <li>▪ Convictions for misuse of the internet or records, involving child or other illegal pornography, using records for purposes of abusing others or involving violence or racism or similar will normally disqualify an applicant for appointment.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Conviction for the misuse of information.</li> </ul>
<p><b>Other relevant matters which relate to children and young people - the following will normally disqualify an applicant from appointment:</b></p>
<ul style="list-style-type: none"> <li>▪ Any offence against children, young people or other vulnerable adults.</li> </ul>
<p>An assessment of risk will be undertaken for applicants declaring:</p>
<ul style="list-style-type: none"> <li>▪ That he/she has had a child taken into care, placed under a safety order for reasons relating to abuse or neglect.</li> </ul>
<ul style="list-style-type: none"> <li>▪ He/she has been dismissed from employment due to misconduct.</li> </ul>