



# Third Party Pre-Employment Checks Policy

**Associated Group Risk Category:** Cyber Security

**Associated Policy:** Security Policy

**Applicability:** This Policy applies to everyone working for, or on behalf of, BT Group.

**Additional Information:** [Being trusted: our code](#), BT Group Policies, and Standards are mandatory. You should read this Standard and if you do not understand any element of it, you should contact the [Security Policy and Standards Team](#). Any non-compliance may lead to disciplinary action, which could include dismissal. We may terminate our relationship with other individuals and organisations working on our behalf if they breach this Standard.

### Objective of this document

Measures are required in many commercial contracts agreed between BT and other organisations to protect BT's customers and employees and maintain BT's security commitments to the NPSA (National Protective Security Authority). This document provides an overview of what is required to be applied to 3rd party people directly engaged in the delivery of a particular Statement of Work or project for BT, subject to the local law requirements.

### When do we change the standard?

Changes to our security standards are progressed through the security policy change control process and approved by the Security Policy Committee and Security Forum. Our reasons for change include:

- annual review
- changes in internal or external threat landscape
- incidents and loss events
- modifications to clarity content
- alignment with best practice
- legal, regulatory, or contractual changes

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# 1. Summary of checks

There are many types of organisations that work with BT and its customers. The level of checking for each organisation will depend on the type of work, the level of contact with BT employees, customers and business information, and the requirement for systems and physical access to BT property and the local law. The checks required in this document must be applied in the UK. Outside the UK they must be applied as fully as possible, subject to and ensuring that local laws/requirements/restrictions are taken into account. Where there is any conflict, local laws/requirements/restrictions will take precedence. The vetting tables (Appendix 2) lists the four levels of access and the type of checks required for each level. Subject to the local laws, the applicable contractual clause(s) (as set out in Appendix 1) is incorporated into the supplier contract by reference and shall form an integral part of the supplier contract. If local law prevents or prohibits the supplier from complying any of the requirements herein, supplier shall inform the BT Commercial Contact.

## 2. Enhanced Security Requirements

Enhanced Security requirements within BT:-

National Security Vetting (NSV) Roles - These roles are both role and country specific – within the UK the NSV requirements detailed below (2.a) is to be adhered to. For all other geographies advice must be sought from BT Security . See section 3 below for contact details

- Types of NSV Roles:
  - Baseline Personnel Security Standard (BPSS)
  - Counter Terrorist Check (CTC)
  - Security Check (SC) or;
  - Developed Vetting (DV)

A. National Security Vetting (NSV) Roles Where BT conducts work on behalf of HM Government (HMG) customers which involves access to Government Protectively Classified Assets, then, a level of NSV may be required. In such instances the customer requirements are contained within a Security Aspects Letter (SAL) and will be communicated to the Supplier by BT's project/Security lead.

## 3. BT Security Contacts/Enquiries

Where it is necessary to contact BT with regards to the third-party checks, contact should be made in the first instance via e-mail to [hmg.vetting@bt.com](mailto:hmg.vetting@bt.com) with a subject header of "Supplier PECS query".

# Appendix 1 – Contractual Clauses

## 1. General Statement

The Supplier shall ensure they, and, where relevant, shall procure that all Contract Personnel shall, comply with the Clauses (as applicable) set out below in relation to the Contract Personnel directly engaged in the delivery of a particular Statement of Work or project for BT under the Contract. For avoidance of doubt no Contract Personnel will access BT/BT Customer Information until all checks are completed and clear, any exceptions must be authorised by BT Security. The Supplier shall ensure that all documents provided by the Contract Personnel as evidence are originals and valid. The Supplier must keep copies on file to demonstrate that the checks specified have taken place and stored and managed in line with applicable data protection laws. Subject to compliance with the local data protection laws applicable in each jurisdiction, BT reserves the right to audit any of these documents and compliance to the listed Clauses at any time throughout the duration of the Contract.

## 2. Clauses

### A. Confidentiality of information

In addition to the confidentiality provisions already stated under the Contract, the Supplier shall ensure that the “Confidentiality of Information” form (Annex 1) is signed by each individual Contract Personnel engaged in the delivery of a particular Statement of Work or project for BT prior to the commencement of the provision of services under an individual Statement of Work and/or project

### B. Additional clauses for Level 1, Level 2 and Level 3 checks

The Supplier shall comply with the following checks (where applicable) and warrants to BT that such checks (where applicable) shall be undertaken prior to the commencement of the work under the Contract. Where the Supplier is unable to undertake a check on a Contract Personnel it shall notify BT in writing immediately and prior to the Contract Personnel commencing work on the Contract. The Supplier also acknowledges and agrees that it shall be liable for any liability to BT as a result of the non-compliance with these checks.

Each item must be viewed as progressive, failure to comply with each item, in the order shown, shall result in rejection of the potential Contract Personnel.

- a. **Photographic Proof of Identity.** The Supplier must obtain photographic proof of the identity of its Contract Personnel working on the Contract with BT. The document providing such proof should be issued by a Government Department e.g. Passport, Driving Licence or UK or equivalent National Identity Card with an embedded photograph.

- b. **Proof of entitlement to work in the UK** (or country where work will take place). The Supplier must obtain evidence of the Contract Personnel right to work in the country where services are to be performed. The Supplier must make sure that they meet the country's specific legal and regulatory requirements as appropriate. This includes ongoing checks in accordance with any local law for those Contract Personnel without the permanent right to work in the country to ensure that they continue to have a right to work in that Country. For services carried out in the UK, the Supplier must comply with the Asylum and Immigration Act 2008. This includes for the UK ongoing checks in accordance with that Act for those without the permanent right to work in the UK and ensuring that the work carried out is in line with the work permit granted.
- c. **Driving Licence Check.** It is only a requirement to carry out this check if the Contract Personnel is to drive for BT in the delivery of a particular Statement of Work or project for BT. If this is the case, the Supplier must obtain a copy of the Contract Personnel's current and valid driving licence for the country in which the driving is to take place.
- d. **Qualifications.** The Supplier must obtain evidence of the any qualifications stipulated as required for the particular role on the Contract with BT, whether these are specific qualifications or general qualifications, for example, "degree level" from the Contract Personnel.
- e. **Basic Criminal Disclosure (BCD) Certificate.** If the works take place in the UK:

The Supplier shall ensure that all Contract Personnel engaged in the delivery of Services to BT have verified a BCD Certificate that has been issued by an authorising body. The Supplier shall ensure that all new Contract Personnel engaged on the BT account have a BCD Certificate within 30 days of the start of their engagement on the relevant Services and the Supplier must remove any Contract Personnel not meeting this requirement within 30 days of the start of the performance of the Services and the Supplier shall be liable for all costs in providing an appropriate replacement.

If the work is to take place outside of the UK:

- Where local law permits, a check should be made against the national criminal record system of the host country. This should be conducted via the correct authorised body within the country concerned.
  - i. England and Wales Disclosure Barring Service (DBS)
  - ii. Scotland - Disclosure Scotland
  - iii. Northern Ireland AccessNI.
- BT acknowledges that timescales can vary greatly from country to country with some criminal checks which could take up to a number of months to complete.
- Where an appropriate authorising body does not exist or where this requirement cannot be met for legal reasons and where local law permits, the Supplier shall notify BT in advance of the Statement of Work or project commencing and, if BT requests, shall ask the Contract Personnel to sign a statement (using the format of Annex 2 modified appropriately for local use) declaring whether they have any previous convictions which are not spent. If the Contract Personnel does not consent to signing such a statement the Supplier shall remove the individual from the Contract and the Supplier shall be liable for providing an appropriate replacement.
- Where any Contract Personnel declares a conviction, the Supplier will assess the risk in relation to the role being undertaken and if necessary, search for an alternative Contract Personnel to

replace the Contract Personnel with the conviction. Where any doubt exists, the Supplier should contact BT Security for further guidance.

- f. **Three-Year History.** Where local law permits, the Supplier must ensure that all Contract Personnel engaged in the delivery of a particular Statement of Work or project for BT are fully referenced in writing for a period of the immediately preceding 3 years.
- Exceptionally, where BT requires Contract Personnel support at short notice and the referencing outlined above cannot be done prior to commencement of the Statement of Work and/or project, the Supplier must ensure that verbal references are taken and recorded on file which specify the name of the referee, date the reference was taken, responses given and the name of the consultant who took the reference. The verbal references must be obtained prior to the commencement of the Statement of Work and/or project.
  - The Supplier shall undertake an interview to establish the background of the potential Contract Personnel. The Supplier shall investigate the potential Contract Personnel's employment history, including previous employers, nature and periods of work or unemployment.
  - The Supplier warrants that it has undertaken the referencing check as set out above in relation to all Contract Personnel. The Supplier shall notify BT of individuals where they were unable to obtain any written and/or verbal references and are proposing to use the individuals on the Contract with BT.
  - Where local law permits and if known by the Supplier, the Supplier shall inform BT if any potential Contract Personnel has received a leaver's payment from BT in the last 12 months or has been dismissed from prior employment linked with BT

**g. Additional clauses for Level 3 checks**

The Supplier shall comply with the following (where applicable):

- i. **National Security Vetting (NSV)** roles. If BT requires security cleared personnel for HMG or National Government related work in a Statement of Work/project, the Supplier shall:
- a. Supply pre-cleared Contract Personnel who are able to take up the post immediately following the confirmation of their clearance status by Protect BT Group.
  - b. Where this proves impossible to source, then Protect BT Group in conjunction with a BT sponsor and Supplier Security/HR leads will implement the NSV process to governments required level.

## Appendix 2 - Vetting Levels

Ref:	Control Requirements
1.1	Vetting Tables
	a) Level 0
	b) Level 1
	c) Level 2
	d) Level 3
Owner: Jemma Turner	

Control Requirement Notes:									
Third Party Level of Access and Required Checks - LEVEL 0									
Pre-employment checks required for each Contract Personnel									
Description	Example of activity	Applicable Clause (s) ( <a href="#">Appendix 1</a> )	Proof of Photo ID	Right to Work	Driving Licence	Qualifications	Basic Criminal Disclosure	Three year history	National Security Vetting (NSV)
<ul style="list-style-type: none"> <li>No physical access</li> <li>No systems access (no UIN)</li> <li>No contact with BT's customers</li> <li>Limited contact with BT employees</li> </ul>	<ul style="list-style-type: none"> <li>Goods only supplies to boundaries of BT premises</li> </ul>	Clause B-a		✓					



Control Requirement Notes:									
Third Party Level of Access and Required Checks - LEVEL 1									
Pre-employment checks required for each Contract Personnel									
Description	Example of activity	Applicable Clause (s) (Appendix 1)	Proof of Photo ID	Right to Work	Driving Licence	Qualifications	Basic Criminal Disclosure	Three year history	National Security Vetting (NSV)
<ul style="list-style-type: none"> <li>Limited physical access (note a)</li> <li>No systems access (no UIN)</li> <li>No contact with BT's customers</li> <li>Possible contact with BT's information (as defined in the contract) (note b)</li> </ul> <p>Key for including examples</p> <ul style="list-style-type: none"> <li>i. Limited physical access</li> <li>ii. Possible access to BT information</li> </ul>	<ul style="list-style-type: none"> <li>Goods only supply into BT premises (e.g. delivery drivers into Magna Park) (1)</li> <li>Advertising of products &amp; services (2)</li> <li>Catering (1) (2)</li> <li>Suppliers of corporate clothing (2) *</li> <li>Energy, infrastructure and facilities services (1)</li> <li>Office equipment repair (1)</li> <li>Distribution – Mail (1) (2)</li> </ul> <p>* This activity has Brand implications- potential misuse of clothing</p>	Clause B-a Clause B-b	✓	✓					

Control Requirement Notes:									
Third Party Level of Access and Required Checks - LEVEL 2									
Pre-employment checks required for each Contract Personnel									

Description	Example of activity	Applicable Clause (s) ( <a href="#">Appendix 1</a> )	Proof of Photo ID	Right to Work	Driving Licence	Qualifications	Basic Criminal Disclosure	Three year history	National Security Vetting (NSV)
<ul style="list-style-type: none"> <li>Physical Access and/or</li> <li>System Access (via UIN) required and/or</li> <li>Network access (note c)</li> <li>Possible contact with BT's customers</li> </ul>	<ul style="list-style-type: none"> <li>Agency Recruitment Services</li> <li>Supply and installation of network equipment</li> <li>Supply Chain Drivers</li> <li>Services, e.g., outsourced HR</li> </ul>	Clause B-a Clause B-b Clause B-c Clause B-d Clause B-e Clause B-f	✓	✓	✓	✓	✓	✓	

**Control Requirement Notes:**

Third Party Level of Access and Required Checks - LEVEL 3

**Pre-employment checks required for each Contract Personnel**

Description	Example of activity	Applicable Clause (s) ( <a href="#">Appendix 1</a> )	Proof of Photo ID	Right to Work	Driving Licence	Qualifications	Basic Criminal Disclosure	Three year history	National Security Vetting (NSV)
<ul style="list-style-type: none"> <li>Security and Finance job families/roles (note d)</li> <li>Privileged access</li> <li>Access to Government Protectively Marked Assets</li> </ul>	<ul style="list-style-type: none"> <li>Project/Contact Security Teams</li> <li>Billing Personnel (note e)</li> <li>Any Finance role</li> <li>Systems Administration (note f)</li> <li>'Enhanced Trust' - (systems/ network access (note g)</li> <li>DBA</li> </ul>	Clause B-a Clause B-b Clause B-c Clause B-d Clause B-e Clause B-f f	✓	✓	✓	✓	✓	✓	✓

**Notes:**

- a. Limited Physical Access: This could be occasional access for very short duration and/or as visitors with access only to common areas within a BT building.
- b. Possible Contact with BT's Information (as defined in the Contract): BT's Information includes any document marked as GENERAL, CONFIDENTIAL or both.
- c. Roles requiring operational access to BT's communication networks in respect of provisioning, repair, configuration, performance management and/or reporting; and/or access to BT's intranet and/or other proprietary systems for operational reasons where this information is not available to parties outside BT.
- d. Any role equivalent to roles in BT's Security or Finance Reward Framework Job Families or, for team member equivalent roles, working into those roles. Additional information on this requirement is in paragraph 3 below.
- e. Anyone who has access to customer financial details or administrative rights over financial systems.
- f. Roles where individuals may hold supervisory duties over other computer operators and be involved in scripting/programming duties. Where they may have 'super user' access and can impact other accounts through create/delete activities

# Annex 1 – Confidentiality Agreement

This Agreement is between ..... (Name of Supplier) .... and ..... (Name of Individual) ....

As an employee or subcontractor of a supplier to BT, you may have access to BT information or BT computer systems.

We require you: -

1. to keep all BT information (whether or not it is marked "GENERAL", "CONFIDENTIAL", or "HIGHLY CONFIDENTIAL") confidential and not to disclose it to any third party, unless BT has given its written permission for such disclosure;
2. if you have access to BT customer or personal information, to comply with the provisions of any applicable Data Protection law;
3. to access BT computer systems and BT electronic information only if you have been authorised to do so. Unauthorised access may result in your being prosecuted and/or legal actions (including disciplinary) being taken against you;
4. to access and use BT computer systems and BT information only as is necessary to do your job properly;
5. to comply with other BT instructions and security policies that may be notified from time to time by us; and
6. not to connect any equipment not supplied by BT to any BT LAN port.

If you are in any doubt as to these requirements or BT Group Information and Physical Security policies, further information can be obtained from [INSERT SUPPLIER CONTACT NAME] or your BT contact. [INSERT SUPPLIER CONTACT] and/or your BT contact can also supply copies of the policies should you not have access to them.

Any breach of these requirements will be treated seriously and could result in the cessation of your assignment and/or legal action.

## Personal Declaration

I have read and understand the above requirements and agree to be bound by them.

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

Print full name and home address:

Name .....

Address .....  
.....

## Annex 2 – Basic Criminal Record Declaration Form

Note: If you are appointed, a check against the National Collection of Criminal Records will be undertaken and documentary evidence sought to confirm your answers (where available and where in country legislation permits).

Surname: .....

Full forenames.....

Full permanent address: .....

.....

Date of birth: .....

1. Have you ever been convicted or found guilty by a Court of any offence in any country (excluding parking but including all motoring offences even where a spot fine has been administered by the police) or have you ever been put on probation (probation orders are now called community rehabilitation orders) or absolutely/conditionally discharged or bound over after being charged with any offence or is there any action pending against you? For people based in the UK you need not declare convictions which are “spent” under the Rehabilitation of Offenders Act (1974).

**YES / NO (delete whichever is not appropriate) (If yes, please give details below)**

2. Have you ever been convicted by a Court Martial or sentenced to detention or dismissal whilst serving in the Armed Forces of the UK or any Commonwealth or foreign country? For people based in the UK you need not declare convictions which are “spent under the Rehabilitation of Offenders Act (1974).

**YES / NO (delete whichever is not appropriate) (If yes, please give details below)**

3. Do you know of any other matters in your background which might cause your reliability or suitability to have access to UK or any other foreign government assets to be called into question?

**YES / NO (delete whichever is not appropriate) (If yes, please give details below)**

If you answered ‘YES’ to any of the questions on this form, please give details below:

I declare that the information I have given on this form is true and complete to the best of my knowledge and belief. In addition, I understand that any false information or deliberate omission in the information I have given on this form may disqualify me from employment.

Signature..... Date.....

The personal data you provide in this form, including any information relating to criminal convictions or offences, will be processed in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR). This data is collected for the purpose of assessing your suitability for engagement and may be used to conduct checks against the National Collection of Criminal Records, where permitted by law. Please refer to our Colleague Privacy Notice where we set out in full information on how your data will be processed, including your rights.

# Document Versioning

## Version Control

Version	Publication Date	Reason for Change
v1.0	01/10/2012	Creation of new Standard.

## Reviews

Version	Date of Review	Type of Review
V1.2	25/06/2019	Updated
V1.3	15/07/2025	Placed on new template and updated

### Useful Links and Reference

For access to BT Group Security Policies, Standards please see [Security Policy and Standards \(sharepoint.com\)](#)

If you have issues with the content or require a change to the control requirements detailed, please submit your request to the [Policy and Standards Change Tracker](#)

If you cannot comply with any aspect of the control requirements detailed please visit the [Compliance with Security Policy and Standards \(sharepoint.com\)](#) page on [Security - Home \(sharepoint.com\)](#).

### Distribution

This standard should not be shared with 3rd parties without the written consent of the BT Group Security Policy and Standards team. This standard and any associated documentation remain the property of BT and should be returned if requested.