



Department for Education

CONTRACT FOR 'INTERNATIONAL EARLY LEARNING AND CHILD WELL-BEING STUDY (IELS) – NATIONAL CENTRE FOR ENGLAND' PROJECT REFERENCE NO: EOR/SBU/2016/062

This Contract is dated 4 July 2017

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) NFER Trading Limited whose registered office is NFER, The Mere, Upton Park, Slough Berkshire, SL1 2DQ ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is EOR/SBU/2016/062.

Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before **31 October 2020**.

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1. Interpretation

1.1 In this Contract the following words shall mean:

- “the Project” the project to be performed by the Contractor as described in Schedule One;
- “the Project Manager” [REDACTED]
Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT [REDACTED]@[education.gov.uk](mailto:[REDACTED]@education.gov.uk)
- “the Contractor’s Project Manager” [REDACTED] NFER, The Mere, Upton Park, Slough, Berkshire, SL1 2DQ
[REDACTED]@[nfer.ac.uk](mailto:[REDACTED]@nfer.ac.uk)
01753 574123
- “the Act and the Regulations” means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
- “Affiliate” in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- “Commercially Sensitive Information” information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
- “Confidential Information” means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
- “Contracting Department” any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
- “Contractor Personnel” all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
- “Contractor Software” software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
- “Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and

policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation"	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 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or

	(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or
	(b) any Personal Data for which the Department is the Data Controller;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"ICT"	information and communications technology;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of

information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;

“Sub-contractor”

the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;

"Third Party Software"

software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and

“Work”

means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor’s request or on its behalf and where such works directly relate to or are created in respect of the performance of this;

"Working Day"

any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 References to “Contract” mean this contract (and include the Schedules). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

SCHEDULE ONE**1 Background**

The International Early Learning and Child Well-being Study (IELS) is a new study being developed and run by the Organisation for Economic Cooperation and Development (OECD), in collaboration with interested countries, to inform the development of a long-term regular study of child development, well-being and early education and care. The overall purpose of this study is to provide countries with a common language and framework to learn from each other and, ultimately, to improve children's early learning experiences and increase equity of outcomes for disadvantaged children. There is increasing international recognition of the role and importance of children's early education and care (ECEC) in offering immense opportunities for children to develop the cognitive, social and emotional skills needed for their learning, development and well-being as well as offering countries a means to lift the overall performance of their education systems.

The objectives of the study are to better understand:

- Children's early learning and development in a broad range of domains, including social and emotional skills as well as cognitive skills
- The relationship between children's early learning and children's participation in early childhood education and care (ECEC)
- The role of contextual factors, including children's individual characteristics and their home backgrounds and experiences.

The study will assess the social and emotional skills, as well as emergent cognitive abilities, of children aged 5 years old and gather information on other contextual factors, including children's individual characteristics and their home backgrounds and experiences.

IELS will be organised in three phases:

1. A small-scale Item Trial to test the study instruments (Summer 2017);
2. A Field Trial to fully test the study processes and procedures (Autumn 2017); and
3. The Main Study (Autumn 2018) to collect internationally comparable data for the international report.

England will participate in IELS. Since IELS is a new study, this contract contains a break clause after the Field Trial. The Department will review the outcome of the Field Trial and make a decision as to whether to proceed with the Main Study in England.

The OECD Early Learning Group (ELG), made up of representatives of OECD and member countries, is managing IELS and has appointed an International Contractor (a consortium) responsible for the design and implementation of IELS at the international level. Each participating country is responsible for appointing a National Centre to administer the study nationally. The responsibilities of the International Contractor (steered by the ELG and with input from National Centres) include:

- Designing the methodology of the study;
- Establishing protocols and procedures to achieve reliable, valid and comparable data;
- Development of assessment framework and test items;
- Drawing school sample (using data provided by National Centres);

- Collating data (cleaned and marked by National Centres) for analysis and production of international reports; and
- Providing participating countries with data for production of national and sub-national reports.

The International Contractor consortium comprises:

- Australian Council for Educational Research (ACER) – as the International Study Centre, they are responsible for overall project management, framework and instrument development, and data analysis;
- International Association for the Evaluation of Educational Achievement (IEA) – responsible for sampling, developing manuals and documentation, the Field and Pilot Tests, and data processing; and
- cApStAn – responsible for translation, domain instruments and questionnaires.

In addition, a Technical Advisory Group (TAG) and Expert Advisory Group (EAG) have been established by the OECD Secretariat. The TAG and EAG provide input to the development of the assessment framework and instruments. They will also help to ensure the study is internationally valid and reflects the cultural and curricular context of participating and interested countries.

More background on the OECD and IELS can be found at:

<http://www.oecd.org/edu/school/international-early-learning-and-child-well-being-study.htm>

2 Aims and Objectives

The overall aim of this contract is to establish the National Study Centre responsible for implementing IELS in England.

The Contractor shall use all reasonable endeavours to achieve the following high-level objectives:

- Perform the role of National Project Manager (NPM) and National Study Centre for IELS in England, as specified by the OECD and their International Contractors.
- Administer IELS in England to the OECD's international project specification, meeting strict operational and response rate requirements.
- Undertake the required sampling, data collection, coding and data cleaning requirements for IELS (including optional elements where appropriate), and the national data analysis and reporting specified by the Department.
- Develop and deliver an appropriate communication and dissemination plan, which ensures the key findings from IELS are shared and understood within England's national context. As a minimum, this shall include the publication of a national IELS research report outlining the key findings for education policy and delivery, to coincide with the publication of international findings.

3 Tasks and Schedule of Work

A high-level timetable is as follows.

Milestones	Responsibility	Timeline
Complete and submit sampling forms and frames	NPM	June - Jul 2017
Administer Item Trial	NPM	Summer 2017
Draw samples and release to NPMs	International contractor	Jul 2017
Adapt study materials to national context (for Field Trial)	NPM	June - Sep 2017
Verify adaptations and translations (for Field Trial)	International contractor	Sep 2017
Adapt study materials to national context (for Main Study)	NPM	June 2017 - Aug 2018
Verify adaptations and translations	International contractor	June 2017 - Aug 2018
Release of Field Trial guidelines and manuals	International contractor	Aug 2017
Release of Main Study guidelines and manuals	International contractor	Jul 2018
Communicate with sampled Field Trial schools/centres	NPM	Jul 2017 - Sep 2017
Administer the Field Trial	NPM	Oct 2017 - Dec 2017
Report on Field Trial	NPM	Feb 2018
Communicate with Main Study sampled schools/centres	NPM	May 2018 - Sep 2018
Administer the Main Study	NPM	Oct 2018 - Dec 2018
Develop reporting template	OECD	Aug 2019
Translate reporting template	NPM	Nov 2019 - Dec 2019
Brief Participants	OECD	Jan 2020
International report	OECD	May 2020
National report for England	NPM	May 2020

The exact requirements and deliverables of the project are subject to change due to OECD requirements and specifications taking precedence. The tables presented on the following pages specify the deliverables the Contractor shall complete and the identification of key products/outputs and the proposed delivery date(s).

(1) <u>Effective programme management and reporting</u>	Outputs/ products	Proposed delivery date	Quality measures
a) Following project start-up, the National Centre will develop and agree a project initiation document (PID) with the operational management group.	Project initiation document (PID)	June 2017	[REDACTED]
b) The DfE will chair regular operational group meetings, at which the National Centre is expected to contribute significantly. In particular, the National Centre will be responsible for developing and maintaining appropriate and up-to-date project documentation, and providing a secretariat for the group meetings. As a minimum, the project documentation should include status reporting tools and registers of project assets (including datasets), risks, issues, key milestones and decisions.	Monthly checkpoint reports - provided prior to each meeting. Reports will include activities update, highlight risks and issues and detail forthcoming activities.	Second Wednesday of each month, or as agreed between the Contractor and the Department	[REDACTED]
c) The National Centre is responsible for developing and maintaining effective working relationships with national and international stakeholders and ensuring communications remain professional throughout the project life cycle.	Regular communication and negotiation with stakeholders.	as required	[REDACTED]
c) The National Centre will be responsible for the identification and management of risks and issues and will agree and develop appropriate escalation processes with the operational management group.	Risk log - produced and regularly updated. Risks discussed with operational group and mitigation put into place.	Ongoing assessment of risks. Risk reporting at regular progress meetings and operational management group meetings.	[REDACTED]
d) The National Centre will provide the OECD and their International Contractors with timely project documentation and progress reports (through the IELS	Documentation and instruments - submitted to the	as required	[REDACTED]

(1) <u>Effective programme management and reporting</u>	Outputs/ products	Proposed delivery date	Quality measures
project SharePoint portal), as requested. This will include conduct reports on each of the field trial and main study.	International Contractors, including the reviews of the field trial and main study.		
e) The National Centre is required to provide the operational management group with a conduct report documenting costs, delivery successes and lessons learnt, following the field trial and main study.	Field trial and main study conduct reports.	February 2018 February 2019	██████████
f) The National Centre is required to establish a national advisory group for IELS comprising relevant experts and stakeholders in England, providing clear terms of reference, agreeing the membership with the Department, and taking responsibility for meeting administration. The purpose of the advisory group is to support recruitment to the study and dissemination of the results.	Advisory group formed. Meetings held before Field Trial recruitment, Main Stage recruitment and dissemination. Advice and constructive challenge received.	July 2017 (after announcement) March 18, May 20	██████████
g) The National Centre must ensure appropriate project staff attend the three National Project Manager meetings (May 2017, March 2018 and September 2019) and training events, which may involve long-haul travel, and any international webinars/conference calls held throughout the duration of the project. The Contractor must influence decision making at meetings through actively promoting England's requirements. A report must be provided following each meeting for the operational management group.	NPM attendance at international meetings. Follow-up report on meeting for operational management group.	within 2 weeks of each meeting	██████████
h) The National Centre is required to develop an effective project closure strategy, to include a closure report for the operational management group, and	Closure plan. Closure report.	as required	██████████

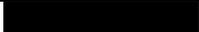
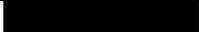
<u>(1) Effective programme management and reporting</u>	Outputs/ products	Proposed delivery date	Quality measures
input to international project review and reporting, as required. The closure report should include (but not be limited to) a review of deliverables completed, benefits realised, asset register, lessons learned and strategy for destroying data and disposing of assets.			

<u>(2) Adaption and quality assurance of study instruments and guidance documents for the context in England</u>	Outputs	proposed delivery date	Quality measures
a) As required by OECD, the National Centre must propose, and gain operational management group and international contractor approval of, cultural adaptations to study materials and guidance documents. The adaptations should ensure that the language is familiar to children, parents and teachers in England and relevant to the English education system. The adaptations shall include professional studio recordings of voice instructions, where required, to be used in the child assessment instruments. The National Centre will be responsible for thoroughly documenting and implementing the agreed cultural adaptations of the study instruments within the computer delivery platform and adhering to the international contractor's standards for any parents or children sampled who are not fluent in English.	All assessment materials, questionnaires and school level materials (including manuals) reviewed and adapted where necessary	by August 2017 (field test) by August 2018 (main study)	██████████

(2) <u>Adaption and quality assurance of study instruments and guidance documents for the context in England</u>	Outputs	proposed delivery date	Quality measures
b) The National Centre will be responsible for undertaking an Item Trial in 1 to 2 schools identified and engaged by the National Centre, and reporting the results to the operational management group and international contractor. This will involve administering the assessments and questionnaires with 15 children per school and the relevant parents and staff, and conduct a focus group with each group of respondents (parents and staff).	Item trial conducted. Report on item trial	July 2017 Report within one month of item trial	██████████
c) National entities can choose to include a limited number of additional national option questions to address priority evidence gaps. The National Centre must propose and agree with the operational management group (to be signed off by the international contractor) appropriate supplementary national option questions to be appended to questionnaires/assessment tools in England.	Additional questions - proposed and informed advisory groups and operational management group	by July 2017	██████████
d) The National Centre must work closely with the international contractor to understand the technical specifications and logistical requirements of the test delivery system, provide input when required, and ensure that final specifications accommodate the school ICT environment in England.	Assessment Delivery System - optimised for use in England	by September 2017 (field test) by September 2018 (main study)	██████████
(3) <u>Sampling procedures</u>	Outputs	proposed delivery date	Quality measures
a) The National Centre must liaise with the international contractors to understand the sampling specification and, in consultation with DfE, provide the information required by international contractor in order to finalise sampling procedures for field trial and main	Sampling frame	by June 2017 (field test) by February 2018 (main study)	██████████

(3) Sampling procedures	Outputs	proposed delivery date	Quality measures
study. This will include confirmation of stratification variables, sampling frames and justification for exclusions.			
b) The international contractor will draw the main (and two replacement) school samples for each of the IELS field trial and main study using the most up to date and accurate school information.	Samples drawn - based on up-to-date information provided to international contractor	by June 2017 (field test) by February 2018 (main study)	██████████
c) The National Centre must obtain appropriate information from participating schools to enable them to draw the pupil sampling frame, and draw the sample of children aged 5 years in each selected school using software provided by the international contractor.	Pupil lists - gathered during school recruitment process Sample of children	by September 2017 (field test) by September 2018 (main study)	██████████

(4) <u>Recruitment of a satisfactory number of sampled schools and pupils to take part in both the IELS field trial and main study</u>	Outputs	proposed delivery date	Quality measures
a) The National Centre must develop, agree with the operational management group, and implement a strategy for managing school and child recruitment risks to ensure that school and child response rate targets are met (following delivery of the field trial the strategy should be reviewed and changed for main study).	School recruitment strategy (in proposal) - including weekly updates on recruitment (daily if required) Risk log - specific risks monitored and escalated as necessary	by September 2017 (field test) by September 2018 (main study)	██████████
b) The National Centre should aim to recruit 100% of the drawn school sample with minimal use of first and second replacement samples, and 100% of sampled pupils. As a minimum, the National Centre must ensure	Achieved samples	preliminary figures on achievement of participation rates: December 2017 (field	██████████

(4) Recruitment of a satisfactory number of sampled schools and pupils to take part in both the IELS field trial and main study	Outputs	proposed delivery date	Quality measures
that both the school and pupil samples recruited meet the very strict conditions required by the OECD to enable inclusion of findings for England in the international report (minimum acceptable participation rates for IELS will be set at 75% of centres/schools before replacement of non-responding centres/schools, understanding that a centre/school will be deemed to have participated if at least 50% of their sampled children participate, and 75% of children from participating centres/schools participate). In addition the National Centre must ensure that samples are sufficient to enable such analysis as may reasonably be required by the Department.		test) and December 2018 (main study) confirmation of achieved sample: April 2018 (field test), June 2019 (main study)	
c) The National Centre must document the sampling process and its outcomes on tracking forms to be returned to the international contractor. An update on school and pupil recruitment should be shared with the operational management group (a weekly update on participation during school recruitment and final position on school and pupil recruitment at the end of the field trial and main study delivery). Should the National Centre not achieve the response rate requirements detailed above, they must complete a bias analysis of the achieved school and pupil sample, under the guidance of, and to the timelines outlined by, the international contractor.	Sampling forms - submitted to international contractor Monthly/weekly updates on recruitment and testing - submitted to operational management group Bias analysis - if required	Sampling forms: by June 2017 (field trial) by February 2018 (main study) Updates: July-December 2017 (field trial) March-December 2018 (main study) Bias analysis: by June 2019	
d) The National Centre must obtain informed consent, as appropriate, from participants in the study and the parents of participating children, both for their participation in the study and for any linking of individual data that will take place as part of the data	School and child recruitment and invitation materials	by October 2017 (field trial) by October 2018 (main study)	

(4) <u>Recruitment of a satisfactory number of sampled schools and pupils to take part in both the IELS field trial and main study</u>	Outputs	proposed delivery date	Quality measures
analysis, using only materials / instruments agreed by the data controller prior to use.			
e) The National Centre must work with sampled schools to identify a nominated school coordinator. The National Centre will be responsible for ensuring that the school coordinator manual is adapted to use appropriate terminology and that school coordinators are fully informed of their role. The National Centre should aim to minimise the tasks of the school coordinator, for example by pre-populating forms with data available from other sources where possible.	Recruitment materials - school coordinator nominated School coordinator manual Prepopulated forms for schools	by September 2017 (field trial) by September 2018 (main study)	[REDACTED]
(5) <u>Assessment administration resource and quality assurance</u>	Outputs	proposed delivery date	Quality measures
a) The National Centre must recruit, train and support sufficient study administrators (SAs) to administer the IELS field trial and main study, in person within each of the sampled schools. These SAs should be skilled at engaging with 5-year-old children; have pedagogical experience; have strong communication and literacy skills; be highly sensitive regarding the direct assessment of young children; and capable of supporting the administration of the computer-based assessment platform in collaboration with school ICT staff, as necessary.	Bank of IELS study administrators	by August 2017 (field trial) by August 2018 (main study)	[REDACTED]

(5) Assessment administration resource and quality assurance	Outputs	proposed delivery date	Quality measures
b) Study administrators will be provided with a manual supplied by the international contractor detailing the procedures for administration of the tests but must also be trained in person by the Contractor to the standard specified by the international contractor. At least two relevant members of the National Centre will be expected to take part in national SA training before the field trial and main study (as well as any additional training on the IELTS database, and data processing arranged during the programme duration).	SA manual, training materials and follow-up support	by September 2017 (field trial) by September 2018 (main study)	██████████
c) The National Centre shall be responsible for sourcing sufficient devices (tablets) meeting the specification required by the international contractor for the administration of IELTS, and shall make such provision as required by the Department's contractual terms and conditions (schedule 3).	Devices available	by August 2017 (field trial) by August 2018 (main study)	██████████
d) The National Centre will be responsible for arranging the receipt of field trial and main study materials from the international contractor, and delivery of all materials to the relevant test administrators and schools.	Materials downloaded from portal tablet devices - prepared	by October 2017 (field trial) by October 2018 (main study)	██████████
e) The National Centre must implement the international contractor's quality control programme in England, including (but not limited to) nominating, appointing and managing the attendance and training of the required number of national and international quality assurance monitors (NQAMs/IQAMs); ensuring they conduct the specified tasks in at least the minimum required number/proportion of schools; and complete all reports and documentation specified	NQAMs and IQAMs - identified and nominated to international contractor; school observation visits assigned; reports provided	Field trial: NQAMs identified by September 2017; report back by international contractor's timetable Main study: IQAMs identified by September 2018; report back by international contractor's timetable	██████████

(5) <u>Assessment administration resource and quality assurance</u>	Outputs	proposed delivery date	Quality measures
during each of the field trial (NQAMs) and main study (NQAMs and IQAMs).			
f) The National Centre will be responsible for testing the national versions of the tablet-based assessment system with the international contractor, and ensuring the IELTS software is executable in participating schools, including lease or purchase of hardware, if required.	Recruitment strategy - includes early liaison with IT coordinators Assessment system optimised for use in England	by October 2017 (field trial) by October 2018 (main study)	██████████

(6) <u>Field trial and main study administration</u>	Outputs	proposed delivery date	Quality measures
a) The National Centre must administer the IELTS field trial using the same procedures as planned for the main study (or to the specification of the international contractor), and should complete all assessments and questionnaires within the timetable required by the international contractor.	Completion of the field trial	by December 2017	██████████
b) The National Centre must produce a short report/stand-alone section of the conduct report on the field trial to inform the Department's decision on whether to proceed with the IELTS Main Study in England; and review their main study delivery plan following the field trial to identify suitable (value for money) refinements and propose whether chosen national optional components should be taken forward to main study. The proposals must be agreed by the operational management group, and communicated in a timely manner to the international contractor.	Report on conduct of field trial - including lessons learned	February 2018	██████████

(6) <u>Field trial and main study administration</u>	Outputs	proposed delivery date	Quality measures
c) The National Centre must agree the precise dates for the main study in England with DfE and the international contractor.	Main study timetable	by June 2017	[REDACTED]
d) The National Centre must deliver the main study in accordance with the requirements set out by the international contractor, including implementation of any revisions to the delivery model following field trial.	Completion of the main study	by December 2018	[REDACTED]
e) The National Centre will be responsible for ensuring enough children are assessed within each sampled school to meet the pupil response rate targets, and a high proportion of staff and parents in participating schools complete the staff/parent questionnaires.	Achieved sample	preliminary figures on achievement: December 2017 (field test) and December 2018 (main study) confirmation of achieved sample: April 2018 (field test), June 2019 (main study)	[REDACTED]

(7) <u>Data handling, processing, marking, coding, matching and quality assurance</u>	Outputs	proposed delivery date	Quality measures
a) The National Centre will be responsible for marking assessments, coding assessment and questionnaire responses, and entering national data into the international data collection tool (to the specified schedule) to enable the international contractor to prepare a national database following both the field trial and main study test window.	National database	February 2018 (field trial) February 2019 (main study)	[REDACTED]
b) The National Centre must therefore recruit and train a sufficient number of additional staff, with relevant and appropriate qualifications, to undertake data processing operations (marking, processing and coding of teacher, parent and pupil responses) within the timeline set by the international contractor.	National database	February 2018 (field trial) February 2019 (main study)	[REDACTED]
c) The National Centre must work with the international contractor to quality assure and sign-off a final dataset for England.	National database	April 2018 (field trial) April 2019 (main study)	[REDACTED]
d) The National Centre must develop a data handling strategy in line with the Data Protection Act 1998 that should ensure secure transfer of all sensitive and confidential data between the National Centre, participating children, parents, teachers and schools, and the data controllers (specifically, their representatives on the operational management group).	Ethics and data security protocol	June 2017	[REDACTED]

(7) <u>Data handling, processing, marking, coding, matching and quality assurance</u>	Outputs	proposed delivery date	Quality measures
e) The Contractor is required to match the IELTS England database to the school and pupil information provided in the National Pupil Database (NPD) and other administrative sources, to ensure IELTS analysis can be triangulated with national measures and indicators, and ensure it will be possible to match to individual-level data collected in future. These datasets, alongside the final national datasets, are to be transferred to the data controllers at the end of the contract in the requested format.	Matched data sets		██████████
(8) <u>Communication and dissemination</u>	Outputs	proposed delivery date	Quality measures
a) The National Centre will be responsible for developing and maintaining an accessible website for IELTS in England, which should be used as a central point of information for IELTS project resources, communications and products for participating schools and the dissemination of national reports.	IELS webpage	ongoing	██████████
b) The National Centre will be responsible for the review and quality assurance of data tables, facts and figures relating to data from England to be used within the publicly published datasets and international reports.	Publicly published datasets and international reports	as required	██████████
c) The National Centre must work with the operational management group to produce and agree an analytical plan for the proposed analysis to be conducted on the final dataset, which: <ul style="list-style-type: none"> • addresses key research questions of highest priority and relevance to England at the time of Main Study, above and beyond that provided by the international contractor; and 	Detailed report outline	by September 2019	██████████

(8) Communication and dissemination	Outputs	proposed delivery date	Quality measures
<ul style="list-style-type: none"> proposes additional analytical and dissemination outputs, which maximise the value of England's participation in the IELS study, specifying the audience for, and perceived impact of, each. 			
<p>d) The National Centre must conduct their own analysis of the international dataset (matched to national data where relevant, e.g. administrative data and national questions/items) to meet the requirements agreed in the analysis plan and produce a separate national report for England, for publication on the same day as the publication of international results. The content and formatting of the report must be agreed with the operational management group, and in keeping with the DfE research publication style guide. In addition, the National Centre must provide detailed feedback on the value of the IELS study and the lessons learned for future studies to the operational management group and the OECD Early Childhood Education and Care Network.</p>	<p>National dataset for England National report for England Technical report on IELS</p>	<p>March 2020</p>	<p>[REDACTED]</p>
<p>e) The Contractor shall produce the additional outputs for England agreed in the analytical plan.</p>	<p>Thematic reports, accessible summary report, feedback reports for schools</p>	<p>After March 2020 (to be agreed in analytical plan)</p>	<p>[REDACTED]</p>
<p>f) The ownership of the research material and of the reports lies with the National Centre who will grant to DfE a non-exclusive licence, without payment of royalty or other sum, to use the material as set out in the DfE's contract terms and conditions.</p>	<p>Project research materials and reports</p>	<p>by May 2021</p>	<p>[REDACTED]</p>

4 Methodology

The Contractor shall conduct the survey according to the methodology specified by the OECD and international contractor to the standards adopted by the IELS Early Learning Group (ELG). National adaptations and plans for national analysis and reporting shall be agreed with the Department's operational management group.

A. EXPERT GROUP AND NATIONAL ADVISORY COMMITTEE

Expert Group

The Contractor's project team shall include an Expert Group comprising the following staff who have specific expertise in early years, OECD international surveys, and assessment:

██████████. The role of the Expert Group includes:

- providing advice on the study at key points and being available to answer ad hoc queries
- advising on and supporting the development of national options
- contributing to item trialling and SA training: ██████████ will train the SAs on assessment content and ██████████ will focus on the ethics and practicalities of working with young children
- supporting recruitment of participants to the study
- assisting with the development of the analysis plan for the national reporting
- reviewing and contextualising the national report and other outputs
- participating in dissemination activities.

National Advisory Committee

The Contractor shall set up a National Advisory Committee (NAC) comprising members from a range of constituencies with an interest or alternative set of perspectives on the study. The role of the NAC is to provide independent support and challenge to the project team. The NAC will include 12 members who will attend three meetings at key points in the project and contribute by correspondence on an ad hoc basis. The Contractor shall be responsible, with agreement from the Department, for determining the membership, administering the meetings, and reimbursing members' expenses. The Department shall host the meetings at its offices.

B. SAMPLING

The Contractor shall work closely with in-country contacts to complete all sampling tasks and ensure sampling data is current and accurate. The Contractor shall use a survey administration system which holds contact data on all schools in England and shall apply regular updates from national databases such as Edubase, School Census data and ongoing contact with schools before supplying the International Contractor with a list of schools from which to draw the samples. The Contractor shall ensure that any exclusions from the sampling frame are within the allowed tolerances and sample design within each of the three countries meets national reporting requirements.

Sample requirement for IELS

A two-stage stratified cluster sample, of schools and pupils, will be required. The National Centre will be responsible for compiling a sampling frame (a list of all eligible schools) that is as current, accurate and complete as possible and providing it to the international contractor. Based on this information, the International Contractors will select a stratified school sample in each country. The National Centre shall then select a random sample of eligible five-year-old

children by using information on eligible pupils provided by the sampled schools and with software provided by the International Contractor (WiNW3S). Only sampled pupils and schools may be invited to participate in the survey. Non-participating schools may only be replaced by those from a first or second replacement sample, which is drawn by the international contractors at the same time as the main sample. Non-participating pupils cannot be replaced.

The sample size for item development and assessment across the four domains is shown in the table below:

	Children per site	Schools	Sample size
Item trial	15	1	90
Field test	15	20	300
Main Study	15	minimum 200	3000

The sample size for questionnaire development and final questionnaires is in the table below:

	Parents	Staff	Schools
Questionnaire trial	15	10-15	variable
Field test	300	20-60	20
Main Study	3000	200-600	minimum 200

The Contractor shall liaise with the Operational Management Group and with the International Contractor, to agree the optimum Sampling Plan that will minimise both burden and cost while providing sufficient data to allow robust analysis.

C. PREPARATION OF SURVEY INSTRUMENTS

It is essential that the National Centre adheres to OECD requirements and specifications in the preparation of materials and study implementation.

The Contractor shall gain Operational Management Group sign-off for any national adaptations of assessment and questionnaire items and be responsible for ensuring that all national adaptations agreed with the Operational Management Group, including the addition of any national questions, are within the OECD requirements and specifications. The Contractor shall keep detailed records of all adaptations, including any that take place between the Field Trial and Main Survey.

The Contractor shall implement any adaptations to the assessments and questionnaire items within the OECD delivery platform, and ensure that items function appropriately in the national context while remaining internationally comparable.

The Contractor will adapt manuals so that they work in the national context for consistent implementation of the study by School Coordinators and Study Administrators.

D. RECRUITMENT

The Contractor shall aim to secure maximum participation from main sample centres, using replacement centres only when essential, and focus on engaging teachers, children and parents in order to meet the stringent participation targets set by OECD (repeated in Schedule 2 of this contract).

The Contractor shall work with the Department to finalise a recruitment strategy to achieve the

required participation rates that minimises the burden on schools, pupils and parents, and maximises the value of participating for schools. [REDACTED]

Figure 1: Proposed recruitment strategy

[REDACTED]

In England, section 20 of the Education Act 2011 grants the Secretary of State the power to direct the governing body of a maintained school, or the trust of an academy which has opened since September 2011, to secure that the school participate in an international education study. The statutory power is an indicator of the importance of international studies to the education evidence-base, but has not been used since it was introduced in 2011. The recruitment strategy for IELTS must not rely on the willingness of the Secretary of State to enact this power. The Contractor will engage schools with the study, obtaining their active consent to participate.

E. [REDACTED]

F. SURVEY ADMINISTRATION

The Contractor will administer the item trial, field test and main survey in line with current legislation and OECD requirements.

Costs are based on the assumption that the assessments will require 15-20 minutes for each child for each of the four Early Learning domains.

[REDACTED]

Study Administrators

The Contractor shall ensure all Study Administrators (SAs) obtain Enhanced Disclosure checks and shall ensure each SA receives full training before working on IELTS.

[REDACTED]

G. MODE OF ASSESSMENT

The IELTS assessment instruments will comprise different computer-based assessments of children (administered by tablet) covering the four domains of (a) emergent literacy, (b) emergent numeracy, (c) self-regulation and (d) social-emotional skills including behavioural skills, empathy and trust.

The assessment will be supplemented by indirect assessments via questionnaires administered to parents and staff, for which the default mode is online self-completion, with paper questionnaires to be made available by exception.

The Contractor shall ensure the tablets used for the assessments meet the international Contractor's specifications (display size of 1280x800; RAM >= 1GB; Android OS >= 4.4; CPU >= 1.2 Ghz; WiFi; microSD card [optional, can be used to facilitate test data transfer instead of over WiFi]). The Contractor shall adapt the study instruments for the tablets' operating system, check them against the original specifications, identify and find solutions to any technical issues.

The Contractor shall train all SAs to check that hardware is correctly set up for the assessments and to resolve technical issues. The Contractor shall provide a technical support helpdesk to provide advice and troubleshooting support during the study administration period.

H. DATA HANDLING AND SECURITY

The Contractor shall administer the study in accordance with the requirements set out by the International Contractor, including data quality control monitoring, data capture, questionnaire coding (occupational coding), cleaning and delivery of data to the international Contractor, and of a final NPD matched dataset to the data controller.

██████████

The Contractor is responsible for ensuring that datasets and information relating to the performance of this contract are appropriately handled, stored and shared, including (but not limited to) maintaining such confidentiality as required of Data Controllers and in accordance with the Data Protection Act (DPA). The Contractor's National Data Manager (NDM) shall agree a DPA-compliant data-handling strategy for the international dataset with the Department.

I. FIELD TRIAL REPORT FOR ENGLAND

In addition to producing a report on the conduct of the field trial and relevant information required by the international contractor, the Contractor shall prepare a short report (or stand-alone section of the field trial conduct report) on the lessons learnt during the Field Trial in England to inform the Department's decision on whether to proceed with the Main Study. This should be a high-level report containing key findings and recommendations, and be developed with input from the Department.

J. BREAK CLAUSE IN CONTRACT

After delivery of the Field Trial report there is a break clause in the contract. The Department will review the outcome of the Field Trial and make a decision as to whether to proceed with the Main Study in England. The Department's decision will be informed by the recommendations set out in the Contractor's national field trial report; discussions with the Contractor, the international contractor and OECD; and any other relevant considerations. The Department intends to make this decision by end of March 2018.

K. DATA ANALYSIS, NATIONAL REPORTING AND DISSEMINATION

Reporting on the Main Study

The Contractor will produce the following England-specific outputs from IELS:

1. A final matched dataset ██████████
2. A national report for England ██████████
3. Detailed thematic reports ██████████
4. Accessible briefing summarising the key findings ██████████
5. School feedback ██████████

5 KEY PERFORMANCE INDICATORS [REDACTED]

6 Staffing

The Contractor shall appoint a National Project Manager (NPM) for IELTS in England. The NPM shall act as the main coordinator between England and the international contractor, and shall be responsible for ensuring that all required tasks to conduct IELTS in England are carried out on schedule, according to the international standards, and as specified in the OECD's operational manuals and guidelines.

The following staff members shall work on the project for the Contractor
[REDACTED]

For the Department, the following staff members shall be involved:

Staff name	Organisation	Role
[REDACTED]	DfE	Project manager
[REDACTED]	DfE	Project director
[REDACTED]	DfE	International evidence and statistics advice
[REDACTED]	DfE	Early years policy advice
[REDACTED]	DfE	External communications advice

7 STEERING COMMITTEE

The Department's Project Manager shall set up a Steering Committee (the operational management group) for the Project, consisting of representatives from the Department, the Contractor, and any other key organisations whom the project will impact on, to be agreed between the parties. The function of the Steering Committee shall be to review the scope and direction of the Project against its aims and objectives, monitor progress and efficiency, and assess, manage and review expected impact and use of the findings from the Project against an agreed Project Communication Plan, through the standard Department Communication Plan Template. The Committee shall meet at times and dates agreed by the parties, or in the absence of agreement, specified by the Department. The Contractor's representatives on the Steering Committee shall report their views on the progress of the Project to the Steering Committee in writing if requested by the Department. The Contractor's representatives on the Steering Committee shall attend all meetings of the Steering Committee unless otherwise agreed by the Department.

8 Risk Management

The Contractor and the Department have identified and agreed a range of risks which may pose a threat to the outcome of the project. The table below presents an overview of the risk, the potential impact if it happened and the Contractor's plans to manage and mitigate the risks.

The Contractor shall manage a live risk register as part of the project management of the programme. Risks and mitigations identified prior to project inception are shown in the following table:

Risk Log [REDACTED]

9 Data Collection

The Department seeks to minimise the burdens on Schools, Children's Services and Local Authorities (LAs) taking part in surveys.

When assessing the relative merits of data collection methods the following issues should be considered;

- only data essential to the project shall be collected;
- data should be collected electronically where appropriate/preferred;
- questionnaires should be pre-populated wherever possible and appropriate;
- schools must be given at least four working weeks to respond to the exercise from the date they receive the request; and
- LAs should receive at least two weeks, unless they need to approach schools in which case they too should receive 4 weeks to respond;

The Contractor shall clear any data collection tools with the Department before engaging in field work.

The Contractor shall check with the Department whether any of the information that they are requesting can be provided centrally from information already held.

10 CONSENT ARRANGEMENTS

The Department and the Contractor shall agree in advance of any survey activity taking place the consent arrangements that shall apply for each of the participant groups. All participants should be informed of the purpose of the research, that the Contractor is acting on behalf of the Department and that they have the option to refuse to participate (opt out). Contact details should be provided including a contact person at the Department. Children who are 16 or over will usually be able to give their own consent but even where this is so, the Contractor, in consultation with the Department, should consider whether it is also appropriate for parents, guardians or other appropriate gatekeepers (e.g. schools, Local Authorities) to be informed when a child has been invited to participate in research.

11 PROJECT COMMUNICATION PLAN

The Contractor shall work with the Project Manager and Steering Group to agree the content of the Project Communication Plan on the standard Department Communication Plan Template at the start of the Project, and to review and update at agreed key points in the Project and at the close of the Project. The Communication Plan shall set out the key audiences for the Project, all outputs intended for publication from the Project, the likely impact of each output, and dissemination plans to facilitate effective use by the key audiences.

End of Schedule One

SCHEDULE TWO**1 Eligible expenditure**

- 1.1 The Department shall reimburse the Contractor for expenditure incurred for the purpose of the Project, provided that:-
- (a) the expenditure falls within the heading and limits in the Table below; and
 - (b) the expenditure is incurred, and claims are made, in accordance with this Contract.

Table

Total Project expenditure shall not exceed **£1,416,437** exclusive of VAT.



- 2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the Department when both parties have signed the paperwork.** The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be sent to:

Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ

Alternatively you can email your invoice to: APinvoices-DFE-U@sscl.gse.gov.uk

All unstructured e-invoices sent via email will also need to adhere to the following guidelines to ensure processing of your invoice.

Any invoices that are submitted and do not meet the following criteria will not be processed: all files/invoices must be in PDF format; one PDF per invoice – all supporting documentation must be included within this PDF; do not attach additional/separate supporting documentation as a separate file; multiple invoices can be attached to one email but each invoice must be in a separate PDF (and no additional supporting files); the email address above is for the submission of invoices only.

The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9 On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.
- 10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects specified as in Schedule 1.
- 11 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

12. Capital Assets

- 12.1 The Contractor shall maintain an inventory of capital assets of the project, such as tablets, and shall provide the Department with a copy of such inventory if requested.

- 12.2 If the Contractor proposes to dispose of any asset falling within paragraph 12.1 during the currency of this Contract:
- 12.2.1 they shall consult the Department before doing so; and
 - 12.2.2 on disposal they shall pay to the Department the Department's share of the value of that asset (as specified in paragraph 12.4).
- 12.3 On termination of this Contract, for whatever reason, the Contractor shall:
- 12.3.1 consult the Department over the proposals for disposal or retention of all assets falling within paragraph 12.1; and
 - 12.3.2 unless the Department agrees to some other arrangement, pay to the Department the Department's share of the value of each of those assets (as specified in paragraph 12.4).
- 12.4 In paragraphs 12.2 and 12.3, the Department's share of the value of an asset shall be calculated as follows. If the asset is disposed of during the currency of the Contract, or within 3 months of termination of the Contract, at the best price reasonably available, the value shall be the proceeds of sale after deduction of necessary expenses of sale. Otherwise, the value of the asset shall be its open market value agreed between the parties. In the absence of agreement on the value the Department may require the Contractor to have the asset valued at his or her own cost. In either such event, the Department's share of the value shall be the whole or a proportionate part of the value of the asset concerned according to the extent to which the cost of its purchase were met out of Department's funds.

End of Schedule Two

SCHEDULE THREE

1 Contractor's Obligations

1.1. The Contractor shall promptly and efficiently complete the Project in accordance with the provisions set out in Schedule One.

1.2. The Contractor shall comply with the accounting and information provisions of Schedule Two.

1.3. The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

1.4. The Contractor shall inform the Department immediately if it is experiencing any difficulties in meeting its contractual obligations.

2 Department's Obligations

2.1. The Department will comply with the payment provisions of Schedule Two provided that the Department has received full and accurate information and documentation as required by Schedule Two to be submitted by the Contractor for work completed to the satisfaction of the Department.

2.2. The DfE shall, at its own expense, provide the Supplier with access to all relevant personnel, documents or other materials and data or other information in its possession which is necessary for the performance of the Project, in sufficient time to enable the Supplier to provide the Project in accordance with any timetable, Critical Step or other target for progress or completion agreed in writing between the parties.

2.3. The DfE shall use its reasonable endeavors to ensure the accuracy of all data or other information provided to the Supplier in the course of this Contract.

3 Changes to the Department's Requirements

3.1. The Department shall notify the Contractor of any material change to the Department's requirement under this Contract

3.2. The Contractor shall use its best endeavors to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing

4 Management

4.1. The Contractor shall promptly comply with all reasonable requests or directions of the Project Manager in respect of the Services.

4.2. The Contractor shall address any enquiries about procedural or contractual matters in writing to the Project Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

5. Contractor's Employees and Sub-Contractors

5.1. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

5.2. The Contractor shall take all reasonable steps to satisfy itself that its employees or any approved sub-contractors (or their employees) are suitable in all respects to perform the Project.

5.3. The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

5.4. The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

5.5. The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Project, in accordance with the Department's reasonable security requirements as required from time to time.

5.6. If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).

5.7. The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors

6. Ownership of Intellectual Property Rights and Copyright

6.1. Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Contractor

6.2. The Contractor hereby grants to the Department a non-exclusive licence without payment of royalty or other sum by the Department in the Copyright to:

6.2.1 do and authorise others to do any and all acts restricted by the Act as amended from time to time or replaced in whole or part by any statute or other legal means in respect of any Copyright Work in the United Kingdom and in all other territories in the world for the full period of time during which the Copyright subsists; and

6.2.2 exercise all rights of a similar nature as those described in Clause 6.1 above which may be conferred in respect of any Copyright Work by the Laws from time to time in all other parts of the world.

6.3 Each party will at the request and reasonable expense of the other execute all such documents and do all such acts as may be reasonably necessary in order to vest in the other the rights granted to the other under this Clause 6.

6.4 Background IPR used in the performance of this contract shall remain the property of the party introducing it.

7. Data Protection Act

7.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 7, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA.

7.2 The Contractor shall:

7.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);

7.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

7.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental Loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

7.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

7.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

7.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 7;

7.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;

7.2.8 Notify the Department within five Working Days if it receives:

7.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or

7.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;

7.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:

7.2.9.1 providing the Department with full details of the complaint or request;

7.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;

7.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and

7.2.9.4 providing the Department with any information requested by the Department;

7.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

7.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); details of which shall not breach copyright, confidentiality or IPR; and

7.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:

7.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure.

7.2.12.2 the Contractor shall set out in its request for change details of the following
(a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;

(b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;

(c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and

(d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

7.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures,

7.2.12.4 guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

(a) the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

(b) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and

(c) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation)

7.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

8. Department's Data

8.1 The Contractor shall employ appropriate organisational, operational and technological processes and procedures to keep the Department's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the Department.

8.2 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Department's Data.

8.3 The Contractor shall not store, copy, disclose, or use the Department's Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Department.

8.4 To the extent that the Department's Data is held and/or processed by the Contractor, the Contractor shall supply that the Department's Data to the Department as requested by the Department in the format specified by the Department as agreed with the Consultant.

8.5 The Contractor shall take responsibility for preserving the integrity of the Department's Data and preventing the corruption or loss of the Department's Data.

8.6 The Contractor shall ensure that any files containing the Department's Data are stored on the Contractor's secure servers and/or secured IT equipment. The Contractor shall ensure that the Department's Data relating to the project is segregated from other data on their IT systems.

8.7 The Contractor shall not keep the Department's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CERG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the Department's Data should be encrypted to the FIPS 140-2 Standard.

8.8 The Contractor shall keep an audit trail of where the Department's Data is held, including hardware, laptops, drives and devices.

8.9 The Contractor shall ensure that the Department's Data is stored in locked cabinets.

8.10 The Contractor shall ensure that the Department's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the Department's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.

8.11 The Contractor shall perform secure back-ups of all the Department's Data and shall ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the Department at all times upon request.

8.12 The Contractor shall ensure that any of the Department's Data to be sent between the Contractor's offices/staff, and/or the sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Contractor shall ensure that the password for files is sent separately from the data to the named recipient of the data. The Department's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.

8.13 If the Department's Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Department may:

8.13.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of the Department's Data shall do so as soon as practicable and/or

8.13.2 itself restore or procure the restoration of the Department Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so

8.14 If at any time the Contractor suspects or has reason to believe that the Department's Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Department immediately and inform the Department of the remedial action the Contractor proposes to take.

9. Warranty and Indemnity

9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:

9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or

9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.

9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc. and in all cases shall be up to a maximum value of the amount payable under this contract (or £1 million) except for those liabilities which cannot be limited by law.

9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.

9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

10.1. This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.

10.2. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

10.3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

10.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-

10.4.1. the Contractor passes a resolution that it be wound-up or that an application

be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or

10.4.2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

10.4.3. the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or

10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or

10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power; or

10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct; or

10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business; or

10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions; or

10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes; or

10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11. Status of Contractor

11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.

11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12. Freedom of information

12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information

disclosure obligations.

12.2 The Contractor shall and shall procure that its Sub-contractors shall:

12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and

12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

12.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's 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 the Contractor or the Project:

12.5.1 in certain circumstances without consulting the Contractor; or

12.5.2 following consultation with the Contractor and having taken their views into account;

12.5.3 provided always that where 12.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

12.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

13. CONFIDENTIALITY

13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

13.3.2 not disclose the other party's Confidential Information to any other person

without the owner's prior written consent.

13.2 Clause 13 shall not apply to the extent that:

13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 12 (Freedom of Information);

13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

13.2.3 such information was obtained from a third party without obligation of confidentiality;

13.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

13.2.5 it is independently developed without access to the other party's Confidential Information.

13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.

13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:

13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;

13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;

13.6.3 for the purpose of the examination and certification of the Department's accounts; or

13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.

13.7 The Department shall use all reasonable endeavors to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.

13.8 Nothing in this clause 13 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

13.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

13.10 Subject to Clause 13.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

13.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.

13.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

14. Access and Information

14.1 The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.

15. Transfer of Responsibility on Expiry or Termination

15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract.

The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything that may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

16. Amendment and variation

- 16.1 No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts that the Department may have in place from time to time.

17. Assignment and Sub-contracting

- 17.1 The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

18. The Contract (Rights of Third Parties) Act 1999

- 18.1 This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

19. Waiver

- 19.1 No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

20. Notices

- 20.1 Any notices to be given under this Contract shall be delivered personally or sent by registered post or by facsimile transmission to the Project Manager (in the case of the Department) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, forty-eight hours after posting or, if sent by facsimile transmission, twelve hours after proper transmission.

21. Dispute resolution

21.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

21.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

21.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

22. Law and Jurisdiction

22.1 This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

23. Discrimination

23.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

23.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

24. Safeguarding children who participate in research

24.1 The Contractor will put in place safeguards to protect children from a risk of significant harm which could arise from them taking part in the Project. The Contractor will agree these safeguards with the Department before commencing work on the Project. In addition, the Contractor will carry out checks with the Disclosure and Barring Service (DBS checks) on all staff employed on the Project in a Regulated Activity. Contractors must have a DBS check done every three years for each relevant member of staff for as long as this contract applies. The DBS check must be completed before any of the Contractor's work with children in Regulated Activity. Please see employees <https://www.gov.uk/crb-criminal-records-bureau-check> for further guidance.

25 Project Outputs

25.1 Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.

25.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template available to download from: <https://www.gov.uk/government/publications/research-reports-guide-and-template>

25.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, if applicable as detailed in work schedule, for interim reports, and eight weeks before the contracted end date, for final reports.

25.4 The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department's comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, if applicable as detailed in work schedule, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.

25.2 Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 13 above. The Contractor shall not release findings to the press or disseminate them in any way or at any time prior to publication without

approval of the Department.

25.3 Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.

25.4 Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

Authorised to sign for and on behalf of the Secretary of State for Education

Authorised to sign for and on behalf of the Contractor

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position and Address

Position and Address

NFER
The Mere, Upton Park
Slough, Berkshire, SL4 2QW

Date

Date