

To be sent out in an email

The Secretary of State for Education  
Sanctuary Buildings, Great Smith Street,  
LONDON, SW1P 3BT



Department  
for Education

York Consulting LLP whose registered office is York Consulting, 92  
North Street, Leeds, LS2 7PN ("the Contractor").

16/08/2019

Dear [REDACTED]

**RESEARCH PROJECT: OPPORTUNITY AREAS – IMPACE EVALUATION**  
**PROJECT REFERENCE: EOR/SBU/2017/034**

Please find attached a Variation of Agreement for this Research Contract.

I would be grateful if you could print off two copies and sign and date both copies for and on behalf of your organisation and return them to me by 16/08/2019 at the address below:

Sanctuary Buildings  
Great Smith Street  
London  
SW1P 3BT

One copy of the Variation will be returned to your organisation once it has been signed for and on behalf of the Department.

Yours sincerely

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**VARIATION TO THE CONTRACT WITH: York Consulting**

**CONTRACT NUMBER: EOR/SBU/2017/034**

**CONTRACT DATE: 26 February 2018**

**VARIATION NUMBER: 2**

**REASON**

The Department for Education and York Consulting have agreed to modify the consortium, as lead by York Consulting. This will reduce the amount of work they are delivering on the national evaluation. York Consulting will now be focusing solely on the five Intervention Level Evaluations (ILE's).

**SCHEDULE ONE**

Schedule one of the original contract will be completely removed and replaced by the following.

**SCHEDULE ONE**

**1 BACKGROUND**

The Secretary of State announced a social mobility package in October 2016. At the heart of this is the strategy for Opportunity Areas: local areas which typically face entrenched and widespread educational challenges. The first six Opportunity Areas announced were Oldham, North Yorkshire Coast<sup>1</sup>, Derby, Norwich, West Somerset and Blackpool. In January 2017, a further six Opportunity Areas were announced: Stoke-on-Trent, Doncaster, Ipswich, Fenland and East Cambridgeshire, Hastings and Bradford. A methodological note on how these areas were selected was published in October 2017, alongside educational statistics to support the programme and the delivery plans for the first six opportunity areas. The programme was launched with a budget of £72 million across three financial years (2017-18, 2018-19 and 2019-20).

Within each Opportunity Area, the Department for Education (DfE) is providing support to develop and implement a locally-focused programme, targeted and tailored to the local issues identified and focused on interventions likely to have the biggest impact. Across 2016-17, the DfE has worked with local stakeholders to convene a partnership board in each area and support the board to identify key local priorities to improve opportunities and social mobility for children and young people in the Opportunity Area.

Detailed Delivery Plans for the first six Opportunity Areas were published on October 9<sup>th</sup> 2017, with the plans for the second six Opportunity Areas published on 19<sup>th</sup> January. Each plan articulates an area's vision and their priorities to build young people's knowledge and skills and provide them with the best advice and opportunities.

**Opportunity Areas evaluation**

To support Opportunity Areas delivery and assess the programme's impact, the Department seeks to undertake an evaluation to explore the impact of the Opportunity Areas programme. The evaluation is being conducted via multiple strands of research. This contract specifically relates to Intervention level evaluations on a sample of five locally commissioned projects within the Opportunity Areas.

**2 AIM**

The Contractor shall use all reasonable endeavours to achieve the following aim:

1. Build the evidence base on social mobility interventions, examining what has worked within Opportunity Areas and identifying interventions which have the potential to be implemented in different areas or regions.

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<sup>1</sup> Since this initial announcement, we are now referring to the Opportunity Area covered by the Scarborough local authority district as the North Yorkshire Coast Opportunity Area, to better distinguish between references to Scarborough town and the wider area.

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

- **Objective One – Intervention Level Evaluation:** The contractor will conduct local intervention level evaluations of five projects across the OAs in order help the department build a stronger evidence base about their effectiveness, value-added impact, and scalability. The process for undertaking intervention-level evaluation is detailed in Section 4.4.
- **Objective Two: Project Management:** The Contractor will be accountable for the successful delivery of the intervention level evaluations. They will monitor progress regularly against the delivery plan and ensure that all risks and issues are addressed promptly and managed diligently. The Contractor may also engage in a variety of research scoping and engagement activities as requested by the Department. This may include running workshops and policy seminars to support research design, stakeholder engagement, and internal learning within the OA programme team, to be agreed on a case by case basis, where not covered in the ILE budgets and funded within existing budgets.

#### **4 TASKS AND METHODOLOGY**

The following work has been completed by York Consulting for the ILE's as of the time of this variation:

- **Payment Milestone – March 2019** [REDACTED]  
This covered initial planning & development costs of the ILE plans with specific scoping and set-up work in Norwich and Hastings ILE.
- **Payment Milestone – June 2019** [REDACTED]  
This covered the scoping and set up of Bradford, North Yorkshire Coast and Blackpool ILEs along with the place-based fieldwork in Hastings and Norwich.

The tasks detailed in the paragraphs below must be achieved by the dates set out in the schedule of works table.

#### **4.4. INTERVENTION-LEVEL EVALUATIONS**

The Contractor will deliver Intervention Level Evaluations (ILEs) of the following projects:

- Norwich - Inclusion Charter
- North Yorkshire Coast - Recruitment and retention
- Bradford - School to school support
- Hastings – Developing mental health support for children young people and families
- Blackpool – Team around the school

These will contribute to building a stronger evidence base about the effectiveness, value added impact and scalability of bespoke local evaluations, or clusters of interventions, within and across OAs. The Contractor will follow the project plans which have been agreed by the DfE project manager and signed off internally. Any changes to these project plans will be first agreed directly with the relevant project lead within DfE.

#### **4.6. REPORTING**

Formal reporting shall consist of interim reports for each ILE in addition to final reports for each ILE.

The delivery dates for these reports, fully agreed by the DfE project manager and in final format, is laid out in Section 4.7. Schedule of Works.

The Contractor will deliver a final report, in suitable format for publication on gov.uk, by no later than 31<sup>st</sup> March 2021. Included with the final report will be raw data and Microsoft Excel tables of all quantitative primary research and scripts from qualitative research. Final copies of any code from

analytic models (eg. In R or SPSS) will also be included.

**4.7. SCHEDULE OF WORK**

Task	Output	Date required by
<b>2019</b>		
Norwich ILE	[REDACTED] w	14-04-2019
	[REDACTED]	01-07-2019
	[REDACTED]	01-10-2019
	[REDACTED]	1-10-2019
	[REDACTED]	01-11-2019
	[REDACTED]	15-12-2019
<b>2020</b>		
Norwich ILE	[REDACTED]	01-03-2020
	[REDACTED]	1-10-2020
	[REDACTED]	01-05-2020
	[REDACTED]	01-08-2020
	[REDACTED]	31-12-2020

Task	Output	Date required
<b>2019</b>		
NYC ILE	[REDACTED]	01-08-2019
	[REDACTED]	01-11-2019
	[REDACTED]	20-12-2019
<b>2020</b>		
	[REDACTED]	01-03-2020
	[REDACTED]	01-08-2020

	[REDACTED]	
	[REDACTED]	01-11-2020
	[REDACTED]	31-12-19

Task	Output	Date required
<b>2019</b>		
Hastings ILE	[REDACTED]	1/08/2019
	[REDACTED]	15/10/2019
	[REDACTED]	4/10/2019
	[REDACTED]	11/10/2019
	[REDACTED]	15/10/2019
	[REDACTED]	1/11/2019
	[REDACTED]	1/12/2019
	[REDACTED]	1/12/2019
	[REDACTED]	20/12/2019
<b>2020</b>		
Hastings ILE	[REDACTED]	29/06/2020
	[REDACTED]	27/07/2020
	[REDACTED]	1/11/2020
	[REDACTED]	31/12/2020

Task	Output	Date required
<b>2019</b>		
Bradford ILE	[REDACTED]	23/09/2019

	[REDACTED]	
	[REDACTED]	28/10/2019
	[REDACTED]	
	[REDACTED]	4/11/2019
	[REDACTED]	25/11/2019
	[REDACTED]	
	[REDACTED]	16/12/2019
<b>2020</b>		
Bradford ILE	[REDACTED]	1/03/2020
	[REDACTED]	
	[REDACTED]	27/07/2020
	[REDACTED]	
	[REDACTED]	3/08/2020
	[REDACTED]	1/11/2020
	[REDACTED]	
	[REDACTED]	31/12/2020

Task	Output	Date required
<b>2019</b>		
Blackpool ILE	[REDACTED]	30/07/2019
	[REDACTED]	1/11/2019
	[REDACTED]	18/11/2019
	[REDACTED]	1/12/2019
	[REDACTED]	16/12/2019
<b>2020</b>		
Blackpool ILE	[REDACTED]	30/02/2020
	[REDACTED]	15/07/2020
	[REDACTED]	30/07/2020
	[REDACTED]	30/07/2020

	[REDACTED]	
	[REDACTED]	1/11/2020
	[REDACTED]	1/11/2020
	[REDACTED]	16/12/2020

**5. STAFFING**

**Department for Education**

[REDACTED]  
[REDACTED]  
[REDACTED]

**York Consulting LLP**

[REDACTED]  
[REDACTED]  
[REDACTED]

**7 STEERING COMMITTEE**

For each of the ILEs the Project Manager shall set up a Steering 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 Group 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 Group shall report their views on the progress of the Project to the Steering Group in writing if requested by the Department. The Contractor's representatives on the Steering Groups shall attend all meetings of the Steering Group unless otherwise agreed by the Department.

**8. RISK MANAGEMENT**

The Contractor will be accountable for the successful delivery of the evaluation. They will monitor progress regularly against the delivery plan and ensure that all risks and issues are addressed promptly and managed diligently.

Risk	Owner	Probability	Impact	Mitigation
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

				[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[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**

Schedule two of the original contract shall be removed and replaced by the following.

#### **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 Tables 1 & 2 below; and
- b) the expenditure is incurred, and claims are made, in accordance with this Contract.

#### **Table 1: Impact-Level Evaluation (ILE) budget**

	2019				2020				Total
	Mar-19	Jun-19	Sep-19	Dec-19	Mar-20	Jun-20	Sep-20	Dec-20	
Budget									
Development costs									
Hastings									
Norwich									
Bradford									
NYC									
Blackpool									
Totals									
YCL Invoice #	03-19-05	07-19-01							

Expenditure for the financial year 2019-2020 shall not exceed £315,080.50 exclusive of VAT

Expenditure for the financial year 2020-2021 shall not exceed £291,927 exclusive of VAT.

Total Project expenditure shall not exceed £807,008.00 exclusive of VAT.

An amount of [REDACTED] has been paid in June for other work for the evaluation (invoice 07-19-01).

- 2 The allocation of funds in Table 1 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 Table 1. 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 Table 1 and be detailed against the task headings set out in Table 1 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 the **Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ** and/or by email to **APInvoices-DFE-U@sscl.gse.gov.uk**. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. 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.

**End of Schedule Two**

We agree that all other terms and conditions of the Contract remain unaltered and that no other liabilities, financial or otherwise, shall accrue to the Department because of the above amendment. We confirm acceptance of the Variation of the terms specified above.

As witness the hands of the parties

[FILL IN IF YOU KNOW THE DETAILS. TO SIGN ON BEHALF OF SOS THEY MUST BE AT LEAST GRADE 7 LEVEL WITH FINANCIAL RESPONSIBILITY FOR THE BUDGET THIS IS COMING FROM. - IF CENTRAL RESEARCH BUDGET VICKY PETRIE SHOULD SIGN

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

Signature

[Redacted Signature]

Date

20/8/19

Name in Capitals

[Redacted Name]

Position and Address

DIRECTOR,  
DEPARTMENT for  
EDUCATION.

Authorised to sign for and on behalf of the Contractor

Signature

[Redacted Signature]

Date

16/08/2019

Name in Capitals

[Redacted Name]

Position and Address

Partner  
Smithfield House  
92 North Street  
Leeds  
LS2 7PN