



**Department  
for Education**

**1 CONTRACT FOR 'Longitudinal Study of Local Authority Child and Family  
Social Workers in England'**

**PROJECT REFERENCE NO: EOR/SBU/ 2017/026**

This Contract is dated 2nd May 2018.....

**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) IFF Research whose registered office is Chart House, 16 Chart Street, London, N1 6DD ("the Contractor"). (From 11 May 2018 this changes to 5<sup>th</sup> Floor, St Magnus House, 3 Lower Thames St, London, EC3R 6HD)

**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/ 2017/026**.

**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<sup>st</sup> March 2023.

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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]
- "the Contractor's Project Manager" [REDACTED]
- "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;
"Controller"	take the meaning given in the GDPR;
"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 Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Officer"	take the meaning given in the GDPR
"Data Subject"	take the meaning given in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"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;
"DPA 2018"	Data Protection Act 2018
"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 issued 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;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"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).
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"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"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"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;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;
"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**

There is currently no robust and reliable evidence on recruitment, retention and progression through the child and family social work profession. At 30 September 2016, the rate of turnover in child and family social work was 15% and the vacancy rate was 17% (DfE, 2017). According to Curtis et al (2010) the expected working life of a social worker is just over seven and a half years, compared to 16 for a nurse and 25 for a doctor, with the situation thought to be worse for those in child protection. DfE data show that in 2016, 60% FTE of child and family social workers leaving their local authority (LA) during the year had been in service for less than 5 years - but it is not clear how many of these moved into adult social work, to another LA or to the private/voluntary sector and how many exited the profession altogether.

Government is committed to a comprehensive reform programme for LA children's social care, which aims to attract the best people, equip them with knowledge and skills to deal with the realities of the job, develop strong leadership skills and retain talent. The National Assessment and Accreditation System (NAAS), a new regulatory body, specialist entry routes such as Frontline and Step Up, Teaching Partnerships and the Assessed and Supported Year in Employment (ASYE) - along with development programmes for new practice supervisors (firstline managers) and aspiring practice leaders (Assistant Directors) - aim to set high professional standards and improve recruitment, career development and retention in child and family social work. The findings from this study will feed into the continuing development of the Government's social work reform programme.

**2. AIMS AND OBJECTIVES**

The aim of the study is to collect robust evidence on recruitment, retention and progression in child and family social work. The study will follow the career trajectories of a large and representative sample of local authority (LA) child and family social workers at different stages of their career (including agency workers working in the LA), with a boosted sample of new entrants to the profession in their first year of practice (including ASYE). The study will be longitudinal, following respondents over the next five years. It will aim to establish a much stronger understanding of recruitment issues, career pathways, choices and decisions and how these differ according to demographics (age, gender, ethnicity etc), different entry routes, roles and responsibilities, region, LA types, LA performance and local labour markets.

The Contractor shall use all reasonable endeavours to answer the following **key research questions**:

- What attracted respondents to a career in child and family social work?
- What are their career aspirations? How long do they expect to remain in the profession?
- How well do they feel that their training paths (and ASYE) have equipped them for their career?
- What are their experiences of performance management, CPD and career development and what use do they make of the Knowledge and Skills Statements?
- What are their career trajectories over time? What drives their career choices and decisions?
- What are the specific issues for certain groups of the profession (e.g. those considering career breaks, returners, men/ women, those with caring responsibilities etc)?

- Do the above issues differ for those working in different roles within Children's Services?
- What push/ pull factors lead to decisions to leave social work altogether?
- What are the destinations of leavers? What factors and decisions affect whether and how long they stay in their roles/ in the profession?

### 3. TASKS

#### SCHEDULE OF WORK

Task	Output	Date Required
<b>Year 1</b>		
<p><b>Project scoping and Initial exploratory qualitative phase</b></p> <p>Inception meeting and first advisory group meeting.            Sample design scoping, design letter to LAs/ opt out letter to social workers, selection of LAs for exploratory qualitative work, recruitment of LAs for qual and sample building, collate Social Worker sample from participating LAs, design survey webpage, design topic guides for exploratory qualitative work.            Exploratory qualitative work with 5 x LA case studies and analysis.</p>	Short report with survey questionnaire implications.	End of June 2018
<p><b>Design survey fieldwork and start online survey – year 1</b></p> <p>Design survey questionnaire, programme/script survey questionnaire (online and CATI), e-mail invitations sent out, reminder 1, reminder 2.</p>	Survey (Online and CATI), email invitations and reminders	End of September 2018
<p><b>Online and telephone survey fieldwork – year 1</b></p> <p>Sample fixed for telephone chasing/ survey.</p> <p>Telephone survey fieldwork.</p> <p>Analysis planning including data specifications. Finalising survey data.</p>	Interim report - headline survey findings Presentation of headline survey findings	End of December 2018
<b>Year 1 Qualitative research</b>	Draft report (combined quantitative and qualitative findings)	End of February 2018

<b>Task</b>	<b>Output</b>	<b>Date Required</b>
Design of qualitative follow-up topic guide, qualitative follow-up fieldwork. Qualitative analysis. Draft reporting (combined quant and qual)		
<b>Year 1 final report</b> Comments from DfE, revisions to draft report, report finalised.	Final report and summary for publication	End of March 2019
<b>Dissemination and Planning for Year 2</b>  SPSS files provided, infographic drafted, infographic finalised.  Infographic emailed out to participants (Keeping in Touch), other dissemination activities	Infographic emailed out to participants	End of June 2019
<b>Year 2</b>		
<b>Design and start survey fieldwork – year 2</b>	Survey (Online and CATI), email invitations and reminders	End of September 2019
<b>Online and telephone survey fieldwork – year 2</b>	Interim report - headline survey findings Presentation of headline survey findings	End of December 2019
<b>Year 2 qualitative research</b>	Draft report (combined quantitative and qualitative findings)	End of February 2020
<b>Year 2 final report</b>	Final report and summary for publication	End of March 2020
<b>Dissemination and Planning for Year 3</b>	Infographic emailed out to participants	End of June 2020
<b>Year 3</b>		
<b>Design and start survey fieldwork – year 3</b>	Survey (Online and CATI), email invitations and reminders	End of September 2020
<b>Online and telephone survey fieldwork – year 3</b>	Interim report - headline survey findings Presentation of headline survey findings	End of December 2020
<b>Year 3 qualitative research</b>	Draft report (combined quantitative and qualitative findings)	End of February 2021
<b>Year 3 final report</b>	Final report and summary for publication	End of March 2021
<b>Dissemination and Planning for Year 4</b>	Infographic emailed out to participants	End of June 2021
<b>Year 4</b>		
<b>Design and start survey fieldwork – year 4</b>	Survey (Online and CATI), email invitations and reminders	End of September 2021

Task	Output	Date Required
<b>Online and telephone survey fieldwork – year 4</b>	Interim report - headline survey findings Presentation of headline survey findings	End of December 2021
<b>Year 4 qualitative research</b>	Draft report (combined quantitative and qualitative findings)	End of February 2022
<b>Year 4 final report</b>	Final report and summary for publication	End of March 2022
<b>Dissemination and Planning for Year 5</b>	Infographic emailed out to participants	End of June 2022
<b>Year 5</b>		
<b>Design and start survey fieldwork – year 5</b>	Survey (Online and CATI), email invitations and reminders	End of September 2022
<b>Online and telephone survey fieldwork – year 5</b>	Interim report - headline survey findings Presentation of headline survey findings	End of December 2022
<b>Year 5 qualitative research</b>	Draft report (combined quantitative and qualitative findings)	End of February 2023
<b>Year 5 final report and dissemination</b>	Final report for publication. Infographic emailed out to participants	End of March 2023

#### 4. METHODOLOGY

##### Initial phase of exploratory qualitative research

The aim of this component is to identify key current recruitment and retention issues from the perspective of LA child and family social workers and their employers, to inform the design of the survey questionnaire. The Contractor will undertake 25 face-to-face qualitative interviews within five 'case study' LAs (see table below). This will enable the Contractor to identify areas for further exploration in the survey e.g. including whether issues from previous retention research remain relevant, such as: low satisfaction with pay; working conditions, working hours; supportive management; role clarity; stress levels; and overly bureaucratic systems.

In each LA, the interviewees will include child and family social workers who are newly qualified within their first year of employment, with 1-5 years' experience, and with more than 5 years' experience. This data will be complemented by interviews using a similar but adapted interview guide with a first line manager and a senior manager to understand recruitment and retention issues from their perspective, the impacts of these, and how such issues are addressed.

The five LAs will be selected to represent different types of local authority social services governance arrangements. The Contractor will ensure a regional mix within England (including one LA each in the North, Midlands and South, one in a mainly rural LA, and one LA in London) and by Ofsted rating.

Face-to-face interviews will be undertaken to enable the researchers to build rapport more quickly with participants and get a 'feel' for the working environment within LAs. Each interview will last around 45 minutes to one hour and will be conducted in a private room within the local authority. Interviews will be digitally recorded with permission from

participants and transcribed (all will be written up to a common note template, for consistency and to facilitate coding/analysis).

Researchers at Manchester Metropolitan and Salford Universities will lead two case studies each, and researchers from IFF will lead the case study in London. All organisations will contribute to analysis through a shared thematic framework and a joint analysis session to identify the key issues and implications for the survey design.

The output from this stage will be a short report (around 10 pages) highlighting the key issues, with illustrative quotes where relevant, and focusing on the implications for the questionnaire design.

#### Suggested sample structure: initial qualitative research

Participants	New entrant (in first year)	1-5 years' experience	5 years + experience	Team Leader	Senior Manager	Total
County Council	1	1	1	1	1	5
London Borough	1	1	1	1	1	5
Metropolitan	1	1	1	1	1	5
Unitary	1	1	1	1	1	5
Contracted out social services	1	1	1	1	1	5
<b>Total</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>25</b>

#### Longitudinal Survey of Child and Family Social Workers

The survey phase will adopt a longitudinal design, aiming to achieve a representative sample of LA child and family social workers in England.

#### Sample source

The most appropriate sample source is via local authorities, although the Contractor will explore alternatives such as the HCPC register during the inception stage of the study.

#### Sample approach

The survey needs to recruit a large enough sample of both new entrants and established social workers at Wave 1 (Autumn 2018) to retain sufficient numbers by Wave 5 (Autumn 2022) to enable reliable subgroup analysis e.g. by gender, age, length of service, full/ part-time etc. The aim is to retain at least 500-800 'new entrants' and 1000 'established' social workers in the study at Wave 5. This will enable analysis by key subgroups including gender, age band, working pattern, etc.

For the main survey, the Contractor will approach all 152 local authorities in England as soon as possible in early May 2018, requesting they assist with the research by providing us with the work email addresses and phone numbers of their child and family social workers. The letter will be addressed to the Director of Children's Services or equivalent. It will emphasise the importance of this research, include contact details for the research team and the lead project manager at DfE if there are any queries, and be co-signed by the Contractor and DfE. The letter should also include reassurances about data security and confidentiality.

The Contractor will then follow up the letter with telephone recruitment, to verify whether each LA is willing to assist with the research. The Contractor will approach all 152 local authorities, and assume that 60% will agree to participate. The Contractor will check the distribution of these and make every effort to ensure this is robust in terms of regional coverage, LA type, retention and vacancy rates, and OFSTED rating. This estimate is based on strong endorsement for the research from the DfE and ideally support from ADCS and

social work professional bodies such as BASW to encourage LA buy-in. The Contractor and the Department will work together during the inception phase to try and obtain this endorsement.

The next stage of the sample building exercise will involve collating contact information for child and family social workers from the participating LAs. The Contractor will ask participating LAs to provide details (work email addresses and if possible work telephone numbers) for all of their child and family social workers (including agency workers). This means that all relevant social workers working for a participating LA will be invited to take part in the survey. The Contractor will provide LAs with a template for sharing this information and will ask them to supply it via a secure FTP Site. LAs will be provided with an electronic copy of an opt out letter they can email to their staff, informing them about the survey and asking them to indicate if they do not want their contact details to be included. The letter will emphasise that participation in the research is entirely voluntary and confidential.

To generate a final sample of between 500 and 800 'new entrants' at Wave 5, a booster sample will be required that will cover graduates from all entry routes, including Step Up and Frontline, across each preceding 12-month period. This is because there would be insufficient numbers of new entrants from the initial research with a *sample of* local authorities to produce the required volume at Wave 5. The estimated population of new entrants is between 2,500 and 3,000 per year. A 'top-up' survey will be required for new entrants in Year 2 of the study onwards, in order to bring the final wave to between 500 and 800 respondents. The Contractor will adopt the same approach to this as in Year 1, but ask LAs to focus only on those child and family social workers who were newly qualified in the past 12 months and not in employment at the time of the previous year's sample collation.

#### Pilot

The contractor will test out a small number of key questions in the initial qualitative stage of the research and will also conduct a small-scale pilot (30 interviews) at the start of survey fieldwork (in Year 1 only) in order to test understanding and relevance of the questionnaire across social workers with different levels of experience.

#### Survey methodology and timings

For consistency, the survey will adopt the same methodology and timing each year. In September 2018 and of each subsequent year through to 2022, it will start with an online approach moving to telephone among non-responders after four weeks. The process will be as follows each year:

Timing	Activity
By end of July	Questionnaire finalised 'Keeping in touch' email sent out to respondents from previous survey wave
Start of September	Email invitations sent out with individualised survey link
Mid-September	Email reminder 1
Late-September	Email reminder 2
1 <sup>st</sup> October	Non-responders revert to telephone chasing/ telephone survey approach where contact number is available
October	Telephone fieldwork (4-5 weeks)
Mid November	Data processing and checking complete

Early December	Interim report and presentation
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After a four-week online survey period including two targeted reminder emails to non-responders, the Contractor will revert to a telephone methodology for those leads where they have phone numbers.

#### Maximising response rates and minimising attrition

The Contractor will work with the Department to gain endorsement/ publicity for the research from social work professional associations such as BASW, and in relevant publications, in order to raise the profile of the survey. The Contractor will also create a survey web page where individuals can go for more information, to verify the authenticity of the research and to find contact details for any queries. The survey questionnaire will be kept as short and engaging as possible (Wave 1 will take around 20 minutes to complete; subsequent waves will take around 10 minutes).

A mixed mode research design will be used to maximise response and minimise response bias.

The Contractor will also seek to maximise response during fieldwork by:

- Using well-worded email invites, which concisely explain the purpose of the study and the importance of taking part.
- Designing a well-presented on-screen questionnaire which is easy to complete (to reduce the number of mid-interview quits). It will also be mobile/laptop friendly and will allow people to complete the survey in more than one sitting.
- Setting up a dedicated email and hotline number for any queries (and responding quickly to these).
- Sending two e-mail reminders to non-responders to the online survey.
- Providing each provider with their response numbers/response rate and a comparison with other organisations mid-fieldwork, to prompt them to encourage response.

In regard to the telephone element, the Contractor will ensure that:

- All interviewers will receive a face-to-face briefing.
- Fieldwork progress will be closely monitored through the desk-top real-time reporting system.
- Individuals will be called up to 7 times, at different times of day and across different days before considering withdrawing the sample. Whether a piece of sample is withdrawn is decided on a case-by-case basis depending on the outcome of the previous calls. Reasons for non-response will be recorded and summarised as part of the fieldwork update.
- Interviewers will make detailed notes after each call which will appear on screen for the interviewer the next time that respondent is called (hence the interviewer will know 'where things stand' and is not calling cold).
- If respondents prefer interviews in the evening or at weekends this can be accommodated, by collecting home/ mobile numbers.

#### Keeping in touch between waves

The Contractor will minimise attrition by ensuring that respondents are kept track of once between each survey wave. Respondents will be emailed a one-page summary of the research from each wave when it is published (eg Spring/Summer in each year) and they will

be asked to let the Contractor know if their contact details have changed since the previous wave, using a short email proforma. The Contractor must ensure that a balance is struck between keeping in touch to ensure people are engaged in the research, and over-contacting them – as respondents can withdraw/ opt out of being re-contacted at any time.

The Contractor will collate a range of contact details at Wave 1 - home email and phone numbers as well as work contact details – so that they can still keep in touch with people if they move jobs or leave the profession.

#### Estimated sample numbers and attrition

The Contractor will use their best endeavours to achieve the estimates of achieved sample at each survey wave, set out in the table below, using a combined online and telephone approach, based on the method set out in this contract. The estimated response rates are based on: 60% of LAs agreeing to provide staff contact details.

Estimated sample sizes and response rates:

	Wave 1	Wave 2	Wave 3	Wave 4	Wave 5
Starting sample based on 60% of LAs participating	21,300	8,051	5,125	3,372	2,014
Online response (RR%)	7,455 (35%)	3,623 (45%)	2,204 (43%)	1,345 (42%)	778 (42%)
Telephone top-up	1,491	1,771	1,168	669	344
Total response (combined estimated RR%)	8,946 (42%)	5,394 (67%)	3,372 (66%)	2,014 (63%)	1,122 (61%)
% agreeing to recontact for survey	8,051 (90%)	95%	95%	95%	n/a

For the new entrants booster from Wave 2 onwards, the Contractor will employ the same approach and expect that the same local authorities will agree to assist. This would provide approximately additional 400 new entrant respondents per wave (based on the same 60% of LAs participating and around 18 new entrants per LA, per wave).

#### Questionnaire design

The Wave 1 questionnaire will be designed in a modular form around: reasons for becoming a social worker; qualifications, training and CPD including entry route into the profession and views on the efficacy of their training both pre- and post-qualifying; current job including role, length of service, job satisfaction, full-time/ part-time status, contractual status, salary, self-rated skills efficacy, workload, stress and other factors that may impact on retention such as relationships with colleagues/ line manager and feeling valued; previous employment in social work (if relevant); future plans and intention to stay or leave their job/ the profession,

and why; demographics; recontact questions. The survey will draw on existing research for comparability where relevant (e.g. the Fast Track evaluation survey) and where appropriate will use validated scales to measure issues such as stress if these can be accommodated within the target survey length. The exact content will be agreed with the Department and the Advisory Group.

Waves 2-5 will be shorter (around 10 minutes) and will focus on the core sections that are subject to change over time (eg. whether role has changed and how/why; job satisfaction; access to CPD; relationship with line manager/ colleagues; workload; stress; future plans; etc). Each survey will include re-contact questions at the end of the questionnaire specifying permission to re-contact for the qualitative research and re-contact for the survey. The questionnaire for Waves 2-5 are expected to be very similar but the Contractor has allowed for a small number of changes per wave to accommodate issues arising/ new policy developments. These changes will be agreed with the Department and Advisory Group.

#### Ongoing qualitative research - annual snapshots of stayers and leavers

The Contractor will draw a purposive sample of 20 leavers each year. Leavers will be identified from participants who have taken part in the survey, given permission for re-contact, and provided alternative contact details (other than their original work email). The Contractor will decide how to structure the sample based on discussions with the Department around which survey themes and findings would most benefit from further qualitative exploration. It is expected that there will be around 3-4 subgroups of interest within the 20 interviews.

Once the purposive sample of leavers has been selected, the Contractor will select a 'matched' sample of 20 'stayers'. The matching will be based on a few key demographics, entry route, job role/dept, motivations for entering / aspirations as relevant and length of time in role (and any other key attitudinal or behavioural factors identified through the survey). This will provide a sample to compare and contrast qualitative findings from 'leavers' and 'stayers', across the selected areas of interest each year.

Areas of interest for the qualitative research will evolve from year to year, in response to policy and practice developments and new survey findings.

Qualitative interviews would be conducted over the telephone, which allows us to get a good geographical spread within a realistic timeframe and budget. Topic guides would be designed by IFF, peer-reviewed by MMU and Salford and signed off by the Department before use.

Decisions on the focus of the qualitative interviews will be made in agreement with Department and the Advisory Group each year, based on interim findings from the survey.

### **Analysis and Outputs**

#### Qualitative data management and analysis

The Contractor will take a systematic approach which involves the following stages:

- A detailed write-up of each interview will be produced using the interview recording/ notes. Researchers will be asked to pull out the key points in bullets at the end of the notes, to help them prepare for the analysis sessions.
- The team will have interim analysis meetings to discuss emerging findings.
- Individual analysis of each discussion will be entered into an analysis framework. This will be structured under headings relating to the objectives – allowing cases to be compared and judgements made about the commonality of experiences. The framework will contain 'demographic' variables (e.g. social work entry route, level, number of years' experience, age, gender, type of LA) to identify subgroup differences. The framework is the starting point for interpretative analysis.

- A final analysis session will be completed, in which researchers develop their thinking regarding the findings and their implications. The Department's project manager will be invited to observe this session.

The Contractor will interrogate and map the data by theme and by sub-group - drawing out patterns, typologies and case studies considering both descriptive and explanatory evidence. They will also explore similarities and differences by sub-group across key variables such as entry route, type of LA, full-time/ part-time, undergraduate/post graduate qualification, number of years' experience, and characteristics such as gender, ethnicity, ageband and other demographics.

#### Survey analysis

The survey weighting approach will be developed by the Contractor and agreed with the Department, taking into account the need to minimise design effects.

Mid-way through fieldwork the team will come together to discuss analysis and will draft an analysis plan to be agreed with Department. The analysis plan will identify the key sub-groups for analysis such as: entry route, number of years' experience, type of LA, working hours, UK or international, etc. together with key demographics such as age, ethnicity, and gender. Computer tabulations will be produced showing bivariate analysis of the survey findings (the results analysed by these key sub-group variables). Statistically significant differences between sub-groups, and between sub-groups and the overall total, will be highlighted on the computer tabulations.

Over time, the Contractor will undertake multivariate analysis to explore some of the interrelationships between variables more deeply: one possible approach here is to use multivariate techniques (eg logistic regression) to identify the factors that are most strongly associated with staying or leaving the profession (using the longitudinal dataset). Another possibility that will be explored is attempting to 'match' stayers and leavers within the dataset (e.g. using Propensity Score Matching to find people with similar sets of characteristics and attitudes) to explore whether any particular training or job-related factors have 'made the difference' in terms of why some stay and some leave.

#### Outputs

The core outputs from the study will be:

- A short report (e.g. 10 pages) on the initial qualitative stage, with implications for the survey design
- Regular fortnightly progress updates (weekly during fieldwork)
- Interim report on the top-level survey findings in early December each year, followed by a presentation (e.g. 20-25 slides) which can be used to provide early findings to policy teams and refine thinking on the structure and content of the main report
- Draft report submitted in mid-February each year, to include qualitative findings, using the Department's Research Report template and style guide. This will be a concise findings report of 60-70 pages including an Executive Summary
- Finalised report by the end of March each year including copies of the research instruments.
- Clean, fully-labelled and coded SPSS dataset for submission to the UK Data Archive each year.
- A one-page infographic highlighting the key findings of the study each year, which can be emailed to participants as an engagement tool.

The Contractor will also produce a set of computer tabulations for the surveys each year (one set for the established workforce survey and one for the new entrants booster), and a concise technical appendix for the report.

Reports will be proofed and edited by the project directors, reports and presentations will also be systematically figure-checked by the research team prior to being sent to the Department. The social work academics at MMU will also review the full final internal draft, prior to it being sent to the Department. All reporting outputs will be carefully checked by at least two researchers to ensure respondent anonymity.

#### Dissemination

The Contractor and the Department will agree a communication and dissemination strategy to share details of the research and findings with different stakeholders.

## 5. STAFFING

**Claire Johnson** (Director, IFF Research) will be the overall Project Director with responsibility for ensuring the research meets the Department's aims and objectives, is delivered on time, and adheres to high quality standards. She will be involved in all stages of the project but in particular in the design of research tools, analysis plans, and reporting. Claire will be supported in this role by **Mark Winterbotham** (Director, IFF Research).

The overall Project Manager will be **Sarah Coburn** (Senior Research Manager, IFF) supported by a team of researchers working across the survey and qualitative strands of the work.

Core project team members at IFF will be:

- **Helen Greevy** (Research Manager) will work across all aspects of the study but will lead on the design of qualitative research tools and analysis.
- **Jeffy Henderson** (Senior Research Executive) will work on all aspects but would in particular support Sarah on managing the survey fieldwork, data checking and analysis.
- **Alfie Sanders-Earley** and **Jonnie Felton** (Research Executives) will provide support across all aspects of the project, particularly at the initial stage of sample-building, online and telephone script and data checking, conducting qualitative interviews, and analysis. They will also contribute to draft reporting.

IFF will work with experts in child and family social work at Manchester Metropolitan University and Salford University:

- **Prof Hugh McLaughlin** will lead MMU's input and will be involved in the design of research tools, reporting, qualitative fieldwork and analysis.
- **Dr Marian Foley** (MMU) will conduct qualitative fieldwork and analysis.
- **Dr Helen Scholar** (University of Salford) will lead Salford's input into the study: she will contribute to the design of research tools, reporting, and conduct of qualitative fieldwork and analysis.
- **Su McCaughan** will conduct qualitative fieldwork and analysis.

The table below sets out the number of staff days on the project:

Staff days	
	TOTAL
<b>IFF Research:</b>	
Project Directors	109
Project Manager	141
RM	57
SRE	120
REs	107
Research Assistant	25
<b>MMU:</b>	
Prof. Hugh McLaughlin	82
Marian Foley	21
<b>Salford University:</b>	
Dr. Helen Scholar	48
Su McCaughan	47

Jessica Dunn (Senior Research Officer) will be the Department's project manager.

#### Project management

The Contractor will provide the Department with brief fortnightly written progress updates throughout the project. These will typically include a summary of project activities and a breakdown of fieldwork progress, as well as flagging next steps (including any upcoming actions for the Department) and reviewing risks/ mitigations. Updates will be weekly during fieldwork, so that the Department can keep track of response rates / recruitment.

The Contractor will set up an IFF group e-mail. This means all communication about the study either from the Department or internally will go to this address so the full team are aware of it.

#### 6. STEERING COMMITTEE

The Project Manager shall set up a Steering Committee 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.

The Steering Committee will meet at least once per year (up to a maximum of eight times over the project). Exact timings to be agreed by both parties.

## 7. RISK MANAGEMENT

Risk	Risk Level	Impact	Mitigation
LAs unwilling to take part in the study/ co-operate by providing access to sample	Med	High	<p>The Department and relevant employer bodies and social work professional associations strongly endorse the study.</p> <p>A senior lead in the Department should co-sign the initial letter to LAs requesting their assistance, with, if possible, a lead from the ADCS or similar high profile body. Communication about the research will emphasise the joint benefits to LAs and social workers themselves eg. of improving social workers' career experiences and addressing employers' recruitment and retention issues. IFF will manage the sample-building process to make it as least burdensome to LAs as possible. Possible alternative sources for sample if LA response is lower than anticipated will be investigated during the initial stage of the project.</p>
Questionnaires do not meet policy information needs	Med	High	<p>Time will be invested in the initial questionnaire development phase. A clear briefing from the Department's policy leads about the questions they would like to ask and how they are hoping to use the data. Question areas will be explored and tested during the initial qualitative research. A core questionnaire of around 10 minutes (Year 2 – Year 5) with another 5 minutes for changes/ new questions year-on-year, to respond to changing policy needs or findings from the previous year's research.</p>
Lower than anticipated response rates to surveys	Med	High	<p>The survey will be carefully explained to secure buy-in, and ideally will be endorsed by a range of professional bodies/ social work representative organisations. The Contractor will ensure that the online survey introduction makes full use of behavioural levers that encourage participation. Experienced interviewers will be used (for telephone element) and there</p>

Risk	Risk Level	Impact	Mitigation
			will be a reasonably long fieldwork period of 9 weeks so that fieldwork can be progressed steadily. Achieval rates will be monitored on a dally basis to obtain early warning of any difficulties. The Contractor will increase interviewing resource (for telephone interviewing) if required or send additional email reminders.
Higher than anticipated attrition rates between the survey waves	Med	High	Tried and tested engagement methods will be used, including sending out one-page Infographic and Keeping in Touch emails to request updated contact details. Asking for home email, phone number and mobile at Wave 1 will help to minimise attrition by providing a range of contact information if one source changes or if the respondent leaves their job and the Contractors no longer have their correct work email address. Regular dissemination/ endorsement by professional bodies etc will emphasise the importance of the research and encourage the respondent to update us if their contact details change, via email or via the project webpage.
Local authorities unwilling to take part in initial qualitative stage	Low / med	High	Emphasising the Department's sponsorship of the study and being clear about the coverage of the interviews, and how valuable these will be to inform the survey. Emphasising the anonymity of the areas and the individuals taking part.
Illness of key personnel or staff leaving	Low / med	Low	Two IFF Directors will lead the study, which will give us coverage at the head of team for any absence. All members of the team will be kept up to date of progress so able to 'pick up' the project at any stage.
Not completing the reporting on time	Low / med	Med	Having a large team on the study and undertaking the data processing/ coding throughout the course of the project as responses are received. Agreeing data specifications and key sub-groups for analysis during fieldwork, and report structure in advance with the Department. The key staff assigned to the project will all contribute to analysis and report writing.

## **8. 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.

## **9. 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.

## **10. 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.
- 1.2 Regular update reports provided by the Contractor will be used to mitigate the risk that the research study may not be able to recruit sufficient numbers of participants to make the study feasible. Progress against the sample size and response rate estimates set out in this contract will be reviewed regularly and contingency measures discussed. The Department will decide whether sufficient numbers have been achieved at each wave to merit continuing with the work. If the numbers fall short of the estimates set out in this contract, the project may be subject to early termination. There will be a break clause at the end of March each year, before which the Contractor and the Department will review the sample sizes and planned approach for the next year. Any resulting changes to the contract (including to the term of the contract) will be dealt with via contract variations to be agreed in writing by both parties.
- 1.3 Expenditure is subject to the outcomes of Spending Reviews.

The milestones below match those set out more fully in schedule 1 of the contract.

**Table of payments**

Project Milestone	Payment Amount £ excluding VAT	Payment Date
Project scoping and Initial exploratory qualitative phase	██████████	End of June 2018
Year 1 design survey and start online fieldwork	██████████	End of September 2018
Year 1 survey fieldwork complete and interim report	██████████	End of December 2018
Year 1 Qualitative research	██████████	End of February 2019
Year 1 Year 1 final report. Review of year 1 sample sizes and response rates	██████████	End of March 2019
Dissemination of Year 1 findings and planning for Year 2	██████████	End of June 2019
Year 2 design survey and start online fieldwork	██████████	End of September 2019

Year 2 survey fieldwork complete and Interim report	[REDACTED]	End of December 2019
Year 2 qualitative research completed	[REDACTED]	End of February 2020
Year 2 final report. Review of year 2 sample sizes and response rates	[REDACTED]	End of March 2020
Dissemination of Year 2 findings and planning for Year 3	[REDACTED]	End of June 2020
Year 3 design survey and start online fieldwork	[REDACTED]	End of September 2020
Year 3 survey fieldwork complete and Interim report	[REDACTED]	End of December 2020
Year 3 qualitative research completed	[REDACTED]	End of February 2021
Year 3 final report. Review of year 3 sample sizes and response rates	[REDACTED]	End of March 2021
Dissemination of Year 3 findings and planning for Year 4	[REDACTED]	End of June 2021
Year 4 design survey and start online fieldwork	[REDACTED]	End of September 2021
Year 4 survey fieldwork complete and Interim report	[REDACTED]	End of December 2021
Year 4 qualitative research	[REDACTED]	End of February 2022
Year 4 final report. Review of year 4 sample sizes and response rates	[REDACTED]	End of March 2022
Dissemination of Year 4 findings and planning for Year 5	[REDACTED]	End of June 2022
Year 5 design survey and start online fieldwork	[REDACTED]	End of September 2022
Year 5 survey fieldwork complete and Interim report	[REDACTED]	End of December 2022
Year 5 qualitative research	[REDACTED]	End of February 2023
Year 5 final report. Dissemination of Year 5 findings	[REDACTED]	End of March 2023

Expenditure for the financial year 2018-2019 shall not exceed [REDACTED] exclusive of VAT.  
Expenditure for the financial year 2019-2020 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2020-2021 shall not exceed [REDACTED] exclusive of VAT.  
Expenditure for the financial year 2021-2022 shall not exceed [REDACTED] exclusive of VAT.  
Expenditure for the financial year 2022-2023 shall not exceed [REDACTED] exclusive of VAT

Total Project expenditure shall not exceed £539,346 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 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](mailto:APinvoices-DFE-U@sscl.gse.gov.uk) and copies of invoices and receipts shall be emailed to the Project Manager. 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

## **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.

### **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 endeavours 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 contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "Sub-contractor") it shall ensure prompt payment in accordance with this clause 5.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

- 5.1.1 10 days, where the Sub-contractor is an SME; or
- 5.1.2 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.

- 5.2 The Department shall be entitled to withhold payment due under clause 5.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 5.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 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.

## **G. 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.

## **7. Data Protection Act**

- 7.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 4 by the Department and may not be determined by the Contractor.
- 7.2. The Contractor shall notify the Department immediately if it considers that any of the Department's instructions infringe the Data Protection Legislation.
- 7.3. The Contractor shall provide all reasonable assistance to the Department in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Department, include:
  - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 7.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
  - (a) process that Personal Data only in accordance with Schedule 4, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Department before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that :

- (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Department or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Department has been obtained and the following conditions are fulfilled:

(i) the Department or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Department;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Department in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data;

- (e) at the written direction of the Department, delete or return Personal Data (and any copies of it) to the Department on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.
- 7.5. Subject to clause 17.6, the Contractor shall notify the Department immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 7.6. The Contractor's obligation to notify under clause 7.5 shall include the provision of further information to the Department in phases, as details become available.
- 7.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
- (a) the Department with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Department to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Department, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Department following any Data Loss Event;
  - (e) assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.
- 7.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Department determines that the processing is not occasional;

- (b) the Department determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 7.9. The Contractor shall allow for audits of its Data Processing activity by the Department or the Department's designated auditor.
- 7.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 7.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
  - (a) notify the Department in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Department;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
  - (d) provide the Department with such information regarding the Sub-processor as the Department may reasonably require.
- 7.12. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 7.13. The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 7.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Department may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## **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.
- 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 CESG (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.
- 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.
  - 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.

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

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;

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;

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;

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 endeavours 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. Tax indemnity

- 16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5 The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
    - (i) fails to provide information in response to the request within a reasonable time, or
    - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
  - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
  - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8 The Contractor will account to the appropriate authorities for any income tax,

national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

16.9 The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

16.10 The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

**17. Amendment and variation**

17.1 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.

**18. Assignment and Sub-contracting**

18.1 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.

**19. The Contract (Rights of Third Parties) Act 1999**

19.1 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.

**20. Waiver**

20.1 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.

**21. Notices**

21.1 Any notices to be given under this Contract shall be delivered personally or sent by 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.

## **22. Dispute resolution**

- 22.1 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.
- 22.2 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.
- 22.3 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.

## **23. Law and Jurisdiction**

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

## **24. Discrimination**

- 24.1 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.
- 24.2 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.

## **25. Safeguarding children who participate in research**

- 25.1 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.
- 25.2 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 employees work with children in Regulated Activity. Please see <https://www.gov.uk/crb-criminal-records-bureau-check> for further guidance.

## **26. Project outputs**

- 26.1 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.
- 26.2 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/eoi-guide>
- 26.3 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, for interim reports, and eight weeks before the contracted end date, for final reports.
- 26.4 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, 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.
- 26.5 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.
- 26.6 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.
- 26.7 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

**Schedule 4 Processing, Personal Data and Data Subjects**

The Contractor shall comply with any further written instructions with respect to processing by the Department.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<p><i>The subject matter of the processing will be career paths of child and family social workers, including reasons for entering the profession and qualifying route; job satisfaction; access to CPD and training; supervisory/ line management support; decisions to stay or leave job role and reasons why; changes over time. A key aim of the research is to track social work careers over 5 years in order to ascertain the influences on recruitment and retention.</i></p>
Duration of the processing	<p>The data will be processed on an ongoing basis between May 2018 and 2023. Personal contact data will need to be securely retained for those social workers who agree to be re-contacted at each survey point, in order to enable tracking over time.</p> <p>The survey data will be anonymised for analysis purposes (ie it will retain a unique sample identifier to enable longitudinal analysis, but the datafile itself will not contain names, addresses or other contact details).</p>
Nature and purposes of the processing	<p><i>The nature of the processing will involve collecting and storing data for analysis purposes, and collecting and storing data for the purpose of contacting those respondents who agree to re-contact, to keep in touch with them about the survey between fieldwork waves, and to then invite them to take part in the survey at its next stage of fieldwork. Participants will only be re-contacted if they have explicitly agreed to this and have provided their contact details for this purpose.</i></p> <p><i>Survey data collected during fieldwork will be anonymised in the analysis file (ie names, addresses and other contact information removed). Sample contact details (names, addresses, email, phone number) will be stored separately from the survey responses.</i></p> <p><i>The purpose of the processing is to conduct research on behalf of the Department to provide insights into recruitment, retention and career development issues among child and family social workers.</i></p>
Type of Personal Data	<p><i>Name, address, telephone number(s), email address(es)</i></p> <p><i>The above will be collected in order to invite participants to take part in the research. Personal contact details will be stored by the Contractor separately from the survey data file in a secure job folder to which only the project team and IT staff will have access.</i></p> <p><i>Some sensitive personal data will be requested from the participant in order to explore any patterns in the data for equal opportunities purposes. This will include ethnicity and disability/</i></p>

	<p><i>health. The Contractor will ensure that participants are informed of this at the start of the survey when they give their consent to take part, and are given the option of refusing to answer these questions if they prefer.</i></p>
<p><b>Categories of Data Subject</b></p>	<p><i>Child and family social workers in local authorities.</i></p>
<p><b>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</b></p>	<p><i>How long the Contractor will keep data is separated into two categories.</i></p> <p><i><b>CONFIDENTIAL</b> (broadly, regular Job folders) and <b>RESTRICTED</b> (broadly, Secure Files job folders) which includes any files containing personally identifiable information.</i></p> <p><i>Data retention is governed by this classification. Confidential data is included as part of the Contractor's general Business Continuity procedures by way of daily incremental backups (backups are encrypted in transit and at rest). A backup period covers one calendar month after which a new backup set will be established. The previous backup sets will be retained for 12 months, for archival purposes and for potential data recovery requests which extend beyond a previous months archives. All data backups are fully indexed. Maintaining file, file contents search capability via backup application interface. Backups are accessible only by the Contractor's IT administrative staff, with access governed by the Associate Director of IT.</i></p> <p><i>Restricted data backups are handled separately to general Business Continuity procedures. Broadly speaking similar processes surround the backup processes. The backups are accessible only by the Associate Director of IT and data recovery procedures are subject to restricted data access controls (with data controller authority) as detailed below.</i></p> <p><i><b>RESTRICTED</b> data is stored encrypted, in a restricted area of the Contractor's system and subject to access controls. A data controller (Research Manager) manages access rights based on the principle of least privilege, with access right grants and revokes on demand. The entire process of restricted data access is in addition to controls, audited down to file level for who did what and when.</i></p> <p><i><b>CONFIDENTIAL</b> data is accessible only via an authorised logon accounts.</i></p> <p><i>Data destruction principals follow guidelines issued via DoD 5220.22-M. Depending on the task at hand (determined by the granularity of the data in question) two data sanitisation applications will be employed. Microsoft SDELETE (for file level deletion demands) and Active@ ZDelete for broader (folder/sub-folder or volume) deletion demands.</i></p> <p><i>Survey data transferred as outputs to the Department / the Data Archive will be anonymised and transferred using a secure FTP site.</i></p>

End of Schedule Four

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**

Head of Social Research,  
Department for Education  
Sanctuary Buildings  
Great Smith Street  
London SW1P 3BT

**Position and Address**

Director,  
IFF Research  
Chart House  
16 Chart Street  
London N1 6DD

**Date** 2.5.18

**Date**

01/05/2018

Note, from 11<sup>th</sup> May 2018  
IFF's address will change to

Fifth Floor  
St Magnus House  
3 Lower Thames Street  
London  
EC3R 6HD

