



Department for Education

CONTRACT FOR: Decision Making of Adult Learners
PROJECT REFERENCE NO: EOR/SBU/2017/076

This Contract is dated

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) **Kantar Public** whose registered office is **222 Gray’s Inn Road, London WC1X 8HB.** (“the Contractor”).

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department’s reference number for this Contract is EOR/SBU/2017/076

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 **31st September 2018.**

Contents

Interpretations

Schedule One

Schedule Two

Schedule Three

Signatories page p.41

1. Interpretation

1.1 In this Contract the following words shall mean:-

“the Project” the project to be performed by the Contractor as described in Schedule One;

“the Project Manager” [REDACTED],
**Department for Education
Ground Floor,
Sanctuary Buildings,
20 Great Smith Street,
London
SW1P 3BT**

[REDACTED]
[REDACTED]
[REDACTED]
“the Contractor’s Project Manager” [REDACTED], **222 Gray’s Inn Road, London
WC1X 8HB,** [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;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel,

and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Department Data"	<p>(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:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"ICT"	information and communications technology;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or

without knowledge of its existence;

“Original Copyright Work”	means the first Copyright Work created in whatever form;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
“Sub-contractor”	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
“Work”	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor’s request or on its behalf and where such works directly relate to or are created in respect of the performance of this;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 References to “Contract” mean this contract (and include the Schedules). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

- 1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

SCHEDULE ONE**1 BACKGROUND**

To improve productivity and social mobility, adults will need to upskill and retrain throughout their working lives¹. The creation of a National Retraining Scheme is one way the government hopes to achieve this. The Department have recently launched a series of pilots to explore different approaches to engaging more adults in learning. The department is also currently undertaking a review of Level 4/5 qualifications, focusing on how technical qualifications at this level can better address the needs of learners and employers. The findings from this study will shed light on learners' motivations to support the review².

Existing evidence shows that learning declines with age, and that adults commonly cite cost, lack of time, negative attitudes to learning and difficulty of fitting learning in, as barriers to learning. Findings on how adults make decisions on taking up learning, and how those decisions can be influenced through available levers, will be used to inform the design of future interventions to boost participation rates.

2 AIMS AND OBJECTIVES

The aim of this research is to gain a detailed understanding of how and why adults decide to undertake learning (or not). The research will use the COM-B model to develop understanding of the drivers for the decisions they take. It will identify the critical points where adults make decisions and what levers are available to policy makers to influence those.

Specifically, using the COM-B model, the project will answer the following:

- 1) What influences engagement (and non-engagement) in adult learning opportunities?
- 2) What information sources and networks are potential learners aware of and interacting with?
- 3) What factors facilitate the uptake of adult learning opportunities?
- 4) What factors are barriers to the uptake of adult learning opportunities?
- 5) Are facilitators and barriers consistent across sub-groups of the target population?
- 6) What practical levers exist to encourage more adults into learning? Where, when and with whom are they best to be employed in order to have most impact.

In addition:

- 1) As well as stated factors for engagement (e.g. cost and time) the contractor will consider and explore a broad range of influences including, for example, perceptions of capability and consequences, the social context and the environmental context.
- 2) The contractor will map the decision making process/pathway identifying points of

¹ P94,
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/664563/industrial-strategy-white-paper-web-ready-version.pdf

² <https://www.gov.uk/government/news/level-4-5-technical-education-to-be-reviewed>

opportunity when adults are likely to decide to re-enter learning.

- 3) Alongside recommendations for practical levers, the contractor will also consider how these approaches to increasing the uptake of learning could be monitored and evaluated. Specifically this will include outlining the data requirements.

The primary target group of this study is adults aged 19 and over who have left full-time education and had a non-learning spell of at least one year (excluding gap years). However, in order to support the Level 4/5 review, the contractor will investigate all Level 4/5 learners, including those who have progressed continuously into their L4/5 qualification.

The study will focus on Level 2-5 Further Education vocational qualifications, and Level 4-5 Higher Education qualifications. However, it is likely that learners will not necessarily draw these distinctions from other routes and will have considered others when making decisions. The research will cover their holistic experience of making decisions to learn where appropriate.

3 TASKS

Task	Output	Date Required
Inception Meeting	Inception note, detailed project timetable , risk register, hypothetical behaviour model	January 2018
Design recruitment screeners	Screeners, sample frame, protocols for consent in the form of the consent form and data sharing.	February 2018
Design Topic Guides	Tailored Topic Guides for depth interviews , data collection protocol and template for the journey mapping exercise and any interview/workshop activities.	February 2018
Recruitment of 19 Level 4/5 Learners (Phase 1)	Regular updates on recruitment progress and an achieved sample frame	February 2018
ILR data cleaning and sampling	FE sample	February 2018
Conduct 19 Level 4/5 interviews	Flavour of emerging findings throughout fieldwork in the progress updates	March 2018
Analysis of Level 4/5 learner interviews	Topline Level 4/5 summary (8-10 pages) detailing key themes and insights	March 2018
Recruitment of 20 Level 2/3 Learners (Phase 2)		March 2018
Interviews with 20 Level 2/3 Learners		April 2018
Interim analysis and development of intervention framework	Suggestion of interventions based on emerging findings and agreement with DfT about which to develop/test in workshops,	April 2018

Task	Output	Date Required
	revised hypothetical behaviour model	
Review meeting with the Department		April 2018
Recruitment of non-learners	Screeners, sample frame, protocols for consent in the form of the consent form and data sharing.	April 2018
Development and sign-off of non-learner's topic guides and fieldwork materials	Topic Guides and any activities for group discussions	April 2018
Group discussions with non-learners		April 2018
Final analysis		May 2018
Presentation drafting	Report and presentation outline for sign off and a presentation deck incorporating video/quotes	
Report drafting	1st report draft for any substantive changes	June 2018
Further report drafting	Subsequent draft/s	July 2018
Final report drafting	Final Draft	July 2018

4 METHODOLOGY

Inception

On commissioning, an inception meeting will be convened between the research team and the Department to agree the objectives, methodology, key parameters and definitions, and timeline for the research. This will take place 1st February 2018. At this meeting, dates for regular “keep in touch” (KIT) meetings and progress reports will also be agreed. The outputs of this meeting will be an inception note and project plan (in the form of a detailed timetable that illustrates all research activities, responsible owners and deadlines).

Overall approach

The contractor will carry out three stages of data collection. The first stage will comprise 19 interviews with Level 4 and 5 learners, in time for providing emerging findings by mid-March 2018. The second stage will comprise 20 interviews with Level 2 and 30 interviews with Level 3 learners, prioritising adults from disadvantaged backgrounds, and those with low level skills and qualifications. The third and final stage will involve two group discussions, both involving 8-10 adults that have not done any learning since leaving full time education.

Recruitment

The contractor will sample and recruit for the first and third stages using a free find approach, and will use a recruiter, Criteria. The contractor will work closely with Criteria throughout the recruitment process, to ensure that emerging issues are escalated and dealt with quickly, recruitment approaches flexibly adapted, and variables adjusted if necessary. If necessary the contractor will use their own internal recruitment function.

The contractor will generate sample and recruit for the second stage with data provided from the ILR by the ESFA.

Quotas of subgroups of participants will be agreed in the inception meeting and a sample frame for sign off will be provided following the inception meeting. The contractor will screen all prospective participants, using a pre-agreed questionnaire, to determine eligibility. Once screened, the contractor will arrange a face to face or telephone interview in the participant's home (or another place they are comfortable) at a time convenient to them. Up to 25 interviews will be undertaken by phone, the rest will be face to face.

The contractor's strategy for recruitment will include: targeting the most difficult sample variables first, giving a longer lead in time for recruitment; close monitoring and communication of recruitment progress against particular variables, to allow the contractor to adjust their approach as necessary; adopting multiple approaches at once to identify potential respondents; and maximising researcher availability over the research period to offer flexible appointments to respondents.

Participants will be offered a £50 incentive in the form of a bank transfer or online voucher for participation in an interview and a £60 incentive for participation in a group discussion.

Interviews

The research will involve a combination of 69 face-to-face interviews and 2 group discussions, the focus of which will be shaped by a behavioural model developed using COM-B as a guiding framework.

The contractor will collaboratively draft a full topic guide with the Learning and Work institute after the briefing session, which will be finalised in collaboration with the department. The interviews will be structured around the mapping exercises and cognitive interviewing described previously which helps to ensure both the quality of insight uncovered but also to provide an interesting experience for participants. Interviews will last 60-75 minutes.

The contractor will use a journey map approach they have used previously, starting by asking participants to map out their journey into learning, from the point at which they first considered returning into education. Participants will be asked to note every action, interaction and communication that they can think of on the timeline to help us identify attitudes and experiences of actual and potential re-entry points. The contractor will not help participants to remember things at this stage, but will encourage them to map out everything that they can.

Once this baseline map is complete, the contractor will engage participants in discussions around their earlier experiences of education and their career/learning/life choices (e.g. jobs, career aspirations, CPD, informal learning, family life). These will again be mapped and used to inform prompts in further exploring their re-entry into learning, including the factors which acted as barriers (and how these were overcome) or facilitators. During this stage, the contractor will also make use of projective techniques to introduce those factors that 'other adults' have identified as potential barriers (e.g. time pressures, age, caring responsibilities, cost, confidence etc.) to explore the salience and relevance for these for them personally.

Having completed the journey mapping process, the contractor will be able to uncover how individuals understand, relate to and experience aspects of their journey returning to education. The contractor will use cognitive interviewing techniques to delve into each of the activity/interaction points in the journey to understand how different aspects of the process influenced thoughts, feelings and immediate behaviours. Interviewees will be asked to recall their state of mind at the time of making decisions, their emotional response (e.g. anxiety about being taught), and cognitive factors (e.g. questions they had about the courses, qualifications, assessment process etc.). Individuals will be given enough time and support

to reflect on the details of all elements of their journey to understand the full range of potential influences and levers to behaviour change.

Video vox pops

In addition to the face-to-face interviews the contractor will also collect some photo and audio/video data – including a still picture of a participant in their environment and/or video ‘vox pops’ at the end of an interview. The contractor will use the pictures to bring to life case study vignettes that they will use both in Stage 3 and in their reporting to showcase barriers and facilitators. Similarly, the video ‘vox pops’ will provide short, engaging summaries of participants’ journeys back into learning, summarising the key influencers on their decisions, those factors which supported decisions, and those factors that presented barriers and how these were overcome. These will not be videos of the interviews themselves – as this approach would likely affect interview rapport and data quality. Instead, the contractor will allow a short period at the end of interviews to revisit key points of interest, or let the respondent record ‘a message for others thinking about getting back into education’ about their experience.

Group Discussions

Each group discussion will involve 8-10 adult non-learners (over-recruited to allow for drop-outs) recruited free-found using similar methods to that used to recruit Level 4-5 learners. This process will be managed by Criteria, with all prospective participants screened before confirming eligibility and inviting participants to a group discussion.

The group discussions will be held in two separate locations during the evening, although can be flexible about the time of day if needed, for example to accommodate childcare arrangements. These locations will be selected to engage participants from both urban and peri-urban areas (e.g. Sutton Coldfield; Maidstone), and will be held at a central venue such as a hotel or community centre, within reasonable distance of transport hubs.

The contractor will collaboratively draft an approach and full topic guide for the group discussions with the Learning and Work Institute. This will be finalised in collaboration with the department. Prior to drafting the topic guide, the contractor will hold a meeting with the Department in which they will review and update the hypothetical behavioural model, drawing on findings from Stage Two, to ensure the drivers of behaviour among adults returning to learning are explored.

This will include identifying levers and triggers to behaviour change, and factors that help to overcome barriers. In turn, using COM-B, the contractor will identify the different opportunities that may exist to intervene and prompt the consideration/action of non-learners. The group discussions will last 90-120 minutes and comprise three core elements detailed below.

Initially the contractor will ensure participants have the opportunity to share some detail on their own current situation focussing on their life/career experience and future plans (next 5-10 years) to allow participants to identify similarities in their situations and past experiences. Building on this, participants will be asked to identify their ambitions and aspirations (both in life and employment specifically) and to write these on one large sheet of paper so that all aspirations were visible to everyone. The contractor will then lead discussions around the motivations for further learning – what opportunities this provided for people and people’s experiences of undertaking any further learning beyond leaving full-time education. Finally, the contractor will use projective techniques to get participants to individually identify the key blockers and barriers for adults in their situation to more actively investigate and participate in further learning. These will be recorded on the same sheet of paper so people can see the

similarities and differences within the group, to reflect on these and how relevant these barriers are for them personally.

The second element of the group discussions will focus on the evidence and vignettes from Stage Two as well as any wider evidence on the barriers and facilitators to adult learning identified from research conducted by L&W, Kantar Public or through other published findings. Here the contractor will seek to supplement the barriers identified by participants, going beyond surface level barriers to share more sensitive emotional, social and psychological barriers, as well as less top of mind rational barriers such as cost-benefit calculations. Through sharing these and discussing their relevance for participants the contractor will supplement and refine the barriers previously identified on the large sheet of paper, creating a mind-map where barriers start to become linked together to identify higher order (or more fundamental) barriers. Following this the contractor can share some of the factors that helped participants in Stage One and Two to overcome these barriers, their own emerging hypotheses around ways to help re-engage adult learners (e.g. through incentives, enablement, communications etc.), and again explore with these non-learner participants how these resonate.

The third element will involve providing participants with the space and licence to use the information gained through the preceding discussions to create their own interventions, aimed at adults like them, to encourage re-engagement with learning. Participants will be split into mini-groups and spend time working together to co-create intervention ideas that utilise information and insights to ground the detail of interventions (e.g. key messages or propositions to be used in communication campaigns). These are then presented to the wider group and there is the opportunity for participants to comment and build on each other's suggestions. The department may send representatives to take part at this point, to help support and challenge participants.

Analysis

The contractor will manage the data collected in this project systematically and robustly, while retaining the flexibility and intuition required to generate insight as well as evidence. The approach will also uncover both rational and non-conscious influences on attitudes and expectations, so as with the fieldwork the contractor's analysis will need to incorporate a behavioural element as well, drawing on the COM-B model.

The contractor will undertake content analysis of the data. **Content analysis** involves discussion between researchers, review of notes/audio/transcripts and outputs from the journey mapping exercises, and intuitive identification of themes and connections in the findings.

The project will involve three content analysis meetings during fieldwork. These will involve the whole research team, and be led by the project director. They are to discuss the usefulness and effectiveness of the research materials and approach, and any improvements that could be made; the contractor will also use them to construct hypotheses that can be tested in remaining fieldwork. The first content analysis meeting will be held to discuss Level 4/5 learner data, the second to focus on Level 2/3 learner data, and the final meeting will cover the two group discussions with non-learners while also drawing on the previous learnings.

The contractor will use a system of **framework analysis**, 'Matrix Mapping', that works from notes taken during interviews/groups (and following review of audio) and involves a systematic process of sifting, summarising and sorting the material according to the key issues and themes identified in content analysis. Based on the aims of the research, coverage of the topic guide, the researchers' experiences of conducting the fieldwork and

their preliminary review of the data, the contractor will construct a thematic framework. In Matrix Mapping this takes the form of a spreadsheet grid. Horizontal rows represent data from each case (each interview, group etc) and columns represent themes, topics or subjects. The qualitative material is then summarised from notes into the analytical framework.

The second stage of analysis – turning individual accounts into a thematic story – uses the thematic matrices to identify features within the data. This involves defining concepts, mapping the range and nature of phenomena, creating typologies, finding associations, undertaking sub-group analysis, and providing explanations. The analyst reviews the summarised data; compares and contrasts the perceptions, accounts, or experiences; searches for patterns or connections within the data; and seeks explanations internally within the data set.

The key issues, and the features that underpin them, will then be used as the basis for constructing the research outputs. The contractor will use verbatim quotes to illustrate and illuminate the findings, as well as case studies and other explanatory tools. Throughout the analytical procedures care is taken to ensure that the extraction and interpretation of findings are grounded and based on the raw data rather than on researchers' impressions.

Finally, the contractor will utilise COM-B and the model established at the outset of this project to map what they have discovered about people's decisions and actions onto the model to draw conclusions about which of the factors in it are in fact driving behaviour. The purpose of this **behavioural analysis** will be to ensure that the non-conscious influences on participants' attitudes, decisions and priorities are identified, and their implications for interventions to increase adult learning are understood. This stage is important because it may be that some of the influences initially anticipated are not in fact relevant, and/or that it turns out that one or two factors that were not initially expected in fact emerge as important. As with the construction of the hypothetical model, building the 'real' model also helps us to take a further step: making recommendations for how to leverage or address influences and change behaviour through education, persuasion, control, design or a mix of these, depending on which factors are most significant. This behavioural analysis will be undertaken following Stage Two to inform the approach for Stage Three, and then again at the end of the project to make grounded recommendations for future strategy. Ben Toombs, the contractor's MD and Head of Behavioural Insight, will work with the project team and the projective materials to consider what the non-conscious drivers are likely to be, and what this means for prospective adult learners and the Department.

Outputs

The contractor will work closely with the Department to understand needs from each stage of the research, to develop structures for all outputs, and to go through drafting stages to ensure that these are as effective as they can be. The contractor will be in regular contact with the Department, updating the Department on progress and emerging findings so nothing is a surprise when reporting. The contractor will provide the Department with the following outputs:

Copies of all research tools for comment and sign-off including sample quotas, recruiter briefings and screeners, consent forms, topic guides, and matrix mapping templates

Regular progress updates (weekly reports and bi-weekly KIT).

A preliminary output of emerging findings around Level 4/5 learners which will take the form of a short (8-10 page) Word report detailing key themes and insights from these interviews

A skeleton report setting out the main headings and subheadings to be included in the report, and including details on the proposed methodology for review and sign-off by the Department

A presentation of emerging findings to the Department. The contractor will provide highly visual and engaging presentations, incorporating video and material generated by participants (where appropriate) to bring the key themes and findings to life

An initial draft report in the Department's format, covering all aspects of the research including background, methodology, and findings. This will be a Word report 30-40 pages in length. A contextual chapter will be included in the final report in order to summarise for the reader the key policies and known influences, behaviours, and types of support in this area.

Further to the department providing collated feedback the contractor will produce subsequent drafts addressing comments. Final collated feedback will inform the production of a final research report of a publishable standard.

A workshop post-reporting to support the Department in shaping interventions, ensuring the research findings are fully integrated into this.

5. STAFFING

Kantar Public (the contractor) and L&W will work in partnership to deliver this project, Kantar Public holding responsibility as the lead contractor. The contractor has assembled this team: **James MacGregor (Director)** will be the Project Director and will be responsible for the overall delivery of the research outputs and providing quality assurance. He will be assisted by **Kelsey Beninger (Associate Director)** who will lead the qualitative research and oversee project management, and also lead on analysis and reporting. **Ali Digby (Senior Research Executive)** will handle day to day project management, ensuring the project is delivered to time and on budget, and will also contribute to analysis and reporting. All members of the core team will undertake fieldwork and analysis supported by **Mary Suffield (Research Executive)**. Additional support will be provided by **Sandra Ridgeon (Head of Qualitative Field)** who will co-ordinate all recruitment activities and **Ben Toombs (MD and Head of Behavioural Insight)** who will advise on the use of COM-B and the analyses. Should additional staff be required Kantar Public will draw on an additional 12 in-house qualitative researchers as well as a wider network of over 50 trusted Research Associates. **Emily Jones (Head of Research)** will lead L&W's work on the project and be the first point of contact for the Department and Kantar Public. She will be supported by **Dr Jodie Pennacchia (Researcher)** who will manage L&W's work on the project and will be involved in all aspects of the study. Emily and Jodie will draw on a number of other researchers in L&W to lend further support on fieldwork and analysis including **Dr Corin Egglestone, Connor Stevens, and Oliver Crunden**. Finally, **Dr Fiona Aldridge (Assistant Director for Research and Development)** will provide an additional layer of quality assurance on behalf of L&W.

Kantar Public will lead on all aspects of this research programme, and have responsibility for managing each element. L&W will contribute their expertise at the following points:

- collaborating on the design of the research materials for interviews and the group discussions, to ensure that these consider the policy context, relevant L&W research findings, and latest thinking on how adults make decisions around learning
- undertaking half of all the interviews and leading on one of the group discussions, ensuring that L&W are fully immersed in the research findings and have involvement in the detailed analyses of interviews and groups

- contributing to analysis and reporting for each Stage, by attending analysis sessions and contributing to all deliverables

Liaison between Kantar Public and L&W will be managed by James MacGregor and Kelsey Beninger.

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6. RISK MANAGEMENT

The contractor understands that as well as managing the day to day delivery of the research, Kantar Public plays an important role, together with L&W and the Department, in the management of unforeseen events and risks and that the contractor must be prepared for all eventualities, even on occasional emergencies. The contractor will be careful to involve the Department actively where there are matters of concern.

The contractor conducted a preliminary risk assessment as part of the evaluation of their ability to meet the challenges of this study, identifying key risks and setting out the steps that will be taken to manage and mitigate against them. These can be found below. Pre-inception the contractor will expand and refine this to build a full log of potential risks and countermeasures. The risk register will be reviewed and updated in the contractor's regular project updates to the Department. This ensures that the team can prevent risks where possible and respond proactively to mitigate any potential impact.

The contractor will monitor all risks as relevant, reporting them by exception as part of their regular updates. This will include any identified risks where mitigating actions are required and any newly identified risks. They will discuss these and agree any additional actions that may be required with the Department.

Risk 1 – Delays in accessing ILR data (Likelihood: low; Impact: medium): For sampling to take place in a tight timescale, the contractor will need access to ILR data within the first month of activity. The contractor will agree the sampling strategy and appropriate ILR categories with the Department immediately and at inception if possible. This will ensure the contractor can submit an ILR data request early in the project. The contractor has planned recruitment during March to allow one month for the request to be processed. Even if there is a delay the contractor believes there is sufficient flexibility in the fieldwork schedule to accommodate a delay of 2-3 weeks while still delivering a final report in July. Finally, there is the option for the contractor to commence free-found recruitment of adult Level 2/3 learners to minimise any shortfall in achieving the overall quotas.

Risk 2 – Changes to project team due to sickness or staff leaving (Likelihood: low; Impact: low): One of the benefits of the Kantar Public and L&W partnership is the large amount of knowledge and expertise that exists within their respective organisations around adult education and skills. Kantar Public has a team of 18 qualitative research specialists, all of whom are experienced interviewers and facilitators. L&W maintains an in-house team of 18 qualitative research specialists, all of whom have experience in conducting research on lifelong learning and skills. Their project management approach ensures that there are detailed notes on project progress saved centrally (including briefing documents) helping facilitate staff transition on to the project where this is necessary. The contractor will review staffing at the outset to ensure there is capacity across the 6 months of the project and that planned leave is accounted for.

Risk 3 – Slippage in reporting of Level 4/5 learners (Likelihood: low; Impact: high): The Department has requested feedback on Level 4/5 learner interviews by mid-March. Their suggested approach using free-find techniques and drawing on a highly experienced external recruitment agency with over 400 active recruiters across the UK helps to ensure the contractor can progress with recruitment swiftly following inception. A further factor that can help mitigate against any slippage is that the contractor will be able to draw on their recruitment team who also maintain a network of 150 recruiters. Between the contractor and L&W the contractor can draw on a sizeable team of researchers to ensure all scheduled interviews can be conducted in a timely fashion. They do not anticipate any challenge in meeting these timescales if project commissioning is not unduly delayed.

Risk 4 – Pressures on the Department resource prevent engagement with Stage 3 group discussions (Likelihood: medium; Impact: low): One of the key benefits of the contractor's suggested approach is the opportunity for the contractor, L&W and the Department to work collaboratively in interpreting the findings, drawing on COM-B, and to develop hypotheses around behaviour change that can be tested with non-learners, informing potential interventions. Ideally it would be beneficial for the Department to be involved in this process, both to contribute to the contractor's analyses as well as providing some boundaries around the potential intervention opportunities. Should this not be possible the contractor is confident they have the experience and understanding of this policy area to ensure that Stage 3 and the subsequent reporting are not impacted, however it would certainly improve stakeholder buy-in and engagement with the findings should the Department have more active involvement at this point of the project.

Risk 5 – Providing robust information on the barriers/facilitators and information sources/networks across subgroups (Likelihood: medium; Impact: low): Given the qualitative nature of this research and the wide range of variables to account for (qualifications being studied, prior educational experience, age, SEG, employment status etc.) it is not realistic to expect this study to provide robust indications of barriers, facilitators and information sources in a statistical sense. However, it will provide the Department with a stronger understanding of the underlying barriers/facilitators (and their relationship with one another) as well as range of information sources used by participants that can help inform the approach and analysis of further quantitative research in this area.

In addition, there are a few risks that apply to all research, for which the contractor have established contingency measures in place:

Deadlines are not met – the contractor will sufficient resources and their project management systems are set up to ensure no delay. Some delivery dates will be dependent on the Department meeting deadlines but it is part of the contractor's role to ensure that these deadlines are not overlooked.

Participant complaints – the contractor's quality procedures mean the number of complaints is usually very low, if any. Should they receive complaints – either directly or via the Market Research Society - these will first be responded to by the Project Director, with guidance from the Kantar Quality and Information Security Team. Should this not be satisfactorily resolved then the MD or CEO of the contractor will be involved in discussions on the most appropriate course of action to address complaints. Further to resolution the contractor will formally record the complaint and response, including mitigating actions to reduce the likelihood of any similar complaint occurring in future.

Major disaster – the contractor has a full disaster recovery plan in place.

Staff sickness/absence – the project team will be familiar with all tasks elements of the study, and research tasks can be transferred between team members.

Change in project staffing – The contractor's extensive team (across both Kantar and L&W) and quality project management systems mean that any change in staffing can be handled.

The contractor operates a formal succession planning system to manage risks relating to staff and continuity. Senior managers assess the capabilities and development needs of staff against a common set of criteria and identify a succession plan for each individual, either through internal replacement or recruitment. This system ensures that the contractor has a consistent framework for identifying development and recruitment needs, and have the appropriate resources in place to meet the Department's commitments.

The contractor understands the importance of continuity on projects and of having in place contingency arrangements to deal with unforeseeable circumstances. The size of their business means they are almost always able to manage unforeseen changes to project schedules or staffing by reallocating staff between teams or by drawing on their wide network of research associates. If the contractor cannot resolve issues via these means, they will explore other avenues with the Department, for example to establish whether there is flexibility in the timetable. The contractor will always inform the Department of proposed changes to personnel on projects.

The contractor has formal procedures in place to minimise disruption to projects in the event of staff changes or absences. Directors are required to give six months' notice of terminating their employment, other key staff members (senior researcher and above) three months' notice and junior staff one month notice. This ensures that there is sufficient time to reassign duties and, if required, recruit an appropriate replacement.

The contractor's quality procedures and working practices are designed to ensure complete documentation of all projects, so that staff changes can occur with no loss of knowledge and minimal disruption to the Department.

7 DATA COLLECTION

The Department seeks to minimise the burdens on learners taking part in research.

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

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

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

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

10. CONSENT ARRANGEMENTS

The Department and the contractor shall agree in advance of any research 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.

11. PROJECT COMMUNICATION PLAN

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

End of Schedule One

SCHEDULE TWO**1 Eligible expenditure**

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

Table

Project Milestone	Payment Amount	Payment Date
Sign off of topic guides and recruitment screeners	██████████	19th February 2018
19 interviews with Level 4/5 learners Level 4/5 top line report	██████████	22nd March 2018
50 interviews with Level 2/3 learners group discussions with non learners Presentation and report outline	██████████	28th May 2018
Final Report	██████████	30th July 2018

Expenditure for the financial year 2017-2018 shall not exceed ██████████ exclusive of VAT.

Expenditure for the financial year 2018-2019 shall not exceed £ ██████████ exclusive of VAT

Total Project expenditure shall not exceed **£89,225** 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**. 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

6. Ownership of Intellectual Property Rights and Copyright

- 6.1 Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in

relation to the performance by the Contractor of its obligations under the Contract shall belong to the Contractor

- 6.2 The Contractor hereby grants to the Department a non-exclusive licence without payment of royalty or other sum by the Department in the Copyright to:
- 6.2.1 do and authorise others to do any and all acts restricted by the Act as amended from time to time or replaced in whole or part by any statute or other legal means in respect of any Copyright Work in the United Kingdom and in all other territories in the world for the full period of time during which the Copyright subsists; and
 - 6.2.2 exercise all rights of a similar nature as those described in Clause 6.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world.
- 6.3 Each party will at the request and reasonable expense of the other execute all such documents and do all such acts as may be reasonably necessary in order to vest in the other the rights granted to the other under this Clause 6.

7. Data Protection Act

- 7.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 7, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA.
- 7.2 The Contractor shall:
- 7.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);
 - 7.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
 - 7.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 7.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
 - 7.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

- 7.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 7;
- 7.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;
- 7.2.8 Notify the Department within five Working Days if it receives:
 - 7.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 7.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;
- 7.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:
 - 7.2.9.1 providing the Department with full details of the complaint or request;
 - 7.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
 - 7.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
 - 7.2.9.4 providing the Department with any information requested by the Department;
- 7.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;
- 7.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
- 7.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
 - 7.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure.

- 7.2.12.2 the Contractor shall set out in its request for change details of the following:
- (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

7.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

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

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

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

Department to breach any of its applicable obligations under the Data Protection Legislation.

8. Department's Data

- 8.1 The Contractor shall employ appropriate organisational, operational and technological processes and procedures to keep the Department's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the Department.
- 8.2 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Department's Data.
- 8.3 The Contractor shall not store, copy, disclose, or use the Department's Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Department.
- 8.4 To the extent that the Department's Data is held and/or processed by the Contractor, the Contractor shall supply that the Department's Data to the Department as requested by the Department in the format specified by the Department.
- 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 CESSG (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

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

Authorised to sign for and on behalf of the Contractor

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position and Address

Position and Address

Date

Date