



Department for Education

CONTRACT FOR 'Research into how small rural schools can be run efficiently' PROJECT REFERENCE NO: DFERPPU/2018/019

This Contract is dated 16th May 2018

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) **ALDABA LTD** whose registered office is **11 FLETCHER HOUSE, 122 NUTTALL STREET, LONDON, N1 5LL** ("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 **DFERPPU/2018/019**

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 **9 November 2018**.

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1. Interpretation

1.1 In this Contract the following words shall mean:-

- "the Project" the project to be performed by the Contractor as described in Schedule One;
- "the Project Manager" [REDACTED]
- "the Contractor's Project Manager" [REDACTED]
- "the Act and the Regulations" means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
- "Affiliate" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- "Commercially Sensitive Information" information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
- "Confidential Information" means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
- "Contracting Department" any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
- "Contractor Personnel" all employees, agents, consultants and Contractors of the Contractor and/or of any Sub-Contractor;
- "Contractor Software" software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;

"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Controller"	take the meaning given in the GDPR;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Officer"	take the meaning given in the GDPR
"Data Subject"	take the meaning given in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs,

	together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"DPA 2018"	Data Protection Act 2018
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice 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;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"ICT"	information and communications technology;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on

	<p>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;</p>
"Original Copyright Work"	<p>means the first Copyright Work created in whatever form;</p>
"Personal Data"	<p>take the meaning given in the GDPR;</p>
"Personal Data Breach"	<p>take the meaning given in the GDPR;</p>
"Processor"	<p>take the meaning given in the GDPR;</p>
"Protective Measures"	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Regulatory Bodies"	<p>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;</p>
"Request for Information"	<p>a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;</p>
"Staff Vetting Procedures"	<p>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;</p>
"Sub-Contractor"	<p>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;</p>
"Sub-processor"	<p>any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;</p>
"Third Party Software"	<p>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</p>
"Work"	<p>means any and all works including but not limited to literary, dramatic, musical or artistic works, sound</p>

recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this;

"Working Day"

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

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

SCHEDULE ONE

1 BACKGROUND

There are just under 2000 small (under 100 pupils) rural primary schools in England with around 400 of these having fewer than 50 pupils. Evidence suggests that very small schools do not perform as strongly as other schools. Those with an average cohort size of 7 or less (school size <50) are less likely than larger schools to be awarded an 'Outstanding' rating by Ofsted and have slightly lower mean attainment (although performance of small schools is volatile due to the low pupil numbers in each cohort).

Small rural schools face a number of challenges, which need to be overcome, these include:

- ability to manage cost base: they face the same cost pressures as other schools but have less capacity to make efficiencies relative to other schools;
- ability to withstand volatility: they are more vulnerable to pupil fluctuations (numbers and ability) and unexpected costs than large schools; and
- Leadership and governance: they are likely to suffer from the same leadership challenges faced by other schools, but find it harder to attract good headteachers than larger, urban schools and have fewer governors (and potential trustees) from whom to choose.

Despite these challenges, many small rural schools continue to flourish. It is therefore important to understand how schools have successfully overcome these challenges and share good practice across the sector, especially considering the presumption against closure of rural schools.

One route proposed by researchers to help small schools is for them to work in partnership. For example, small rural primary schools can come together in federations to offer a wider range of services, including specialist teaching staff and a richer curriculum for pupils.¹ The Church of England's 2014 report, "Working Together"², encourages rural primaries to consider 'structural collaboration' and to 'dare to be different' and making resourceful responses to logistical, geographical and financial constraints on them. This could include multiple uses for their sites and/or use of buildings in the locality for school activities. Hill, R et al. (2014)³ undertook focus group research with staff from small Lincolnshire primary schools to investigate the most effective ways for small rural primary schools to work together to improve provision and raise standards. Their findings are consistent with Armstrong's 2015⁴ review of partnership activity: having a clear vision for the future to build on existing relationships; focus dedicated resources on leadership; be flexible in responding to need; having clear plans for monitoring and evaluation and focusing on teaching and learning.

One form of collaboration is to form or join a multi-academy trust (MAT). By collaborating in a MAT, schools can benefit from the support of specialised central finance teams who are able to secure efficiencies in procurement and in the central provision of support services. However, evidence given to the House of Commons Education Committee (2017) suggested that certain areas of the country are struggling to attract new sponsors and small rural

¹ House of Commons Education Committee, (2015), 'Academies and free schools, Fourth Report of session, 2014-15' (Accessed online), 53. National College for Teaching & Leadership (2014), 'The governance of federations', 4

² https://www.churchofengland.org/sites/default/files/2017-10/2014_working_together_the_future_of_rural_schools_web_final.pdf

³ Partnership working in small rural primary schools: the best of both worlds. Reading: CfBT

⁴ Effective school partnerships and collaboration for school improvement: a review of the evidence. Research report. October 2015

schools, largely in the primary sector, are at risk of becoming isolated⁵ as MATs spread in size and number. This is a view supported by the Church of England who are responsible for the majority of primary schools in England. Many small rural schools achieve good educational and financial performance both as standalone schools and as part of MATs. This research is designed to provide understanding about how challenges can be overcome, share good practice across the system and provide detail about the role of a school in a rural community.

2 AIM

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

- Identify an evidence base of good practice for individual schools and collaborations; and
- understand how interested parties (local authorities, MATs etc) assess the performance of small rural schools and their wider local contribution.

3 OBJECTIVES

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

Evidence base for good practice

- How do successful small schools structure their teaching and curriculum (including school improvement functions) and ensure their provision meets the needs of all pupils?
- How do schools fulfil their SEN function?
- How do schools measure pupil progress?
- How do schools ensure they run in a financially viable way and provide the necessary support functions?
- How do schools overcome the challenges they face due to their size (and lack of economies of scale)?
- What barriers do small rural schools experience in recruiting teachers (and other staff), how do they respond and to what effect?
- How do schools ensure that teachers and leaders receive the necessary training and development?
- How do small schools collaborate with others?
- How can formalised collaboration help small schools to overcome challenges?
- How do small rural schools perceive their wider role in the community, and does this present them with additional challenges and opportunities?
- What revenue generating activities and opportunities exist?

Measuring school performance

- Given volatility due to small pupil numbers, what performance measures are used to understand whether a school is providing good academic outcomes and how is progress measured throughout the year?
- How are school finances monitored and managed?
- How is a school's importance in the local community measured?

⁵ House of Commons Education Committee Multi-academy trusts Seventh Report of Session 2016–17
<https://publications.parliament.uk/pa/cm201617/cmselect/cmeduc/204/204.pdf>

4 TASKS

The contractor shall complete the following tasks:

Task 1: project scoping.

Following the start-up meeting, the contractor shall agree with the department the final requirements and timescales for this research, scheduled tasks, and any other questions necessary to plan the research successfully. This will include agreeing whether the research will be improved by identifying useful hypotheses to better tailor the research questions to the requirements of the research. The department shall provide an explanation of its sampling work, so that agreement is reached for the final samples.

Task 1 deliverable: a project progress plan for the department to review within five working days of the start-up meeting

Task 2: interview scheduling.

The contractor shall draft an introductory letter to be issued to participants to be agreed with the department which will be signed by a senior official. The contractor and department shall agree who should distribute the introductory letters to the sampled schools and other stakeholders by email. The contractor shall agree interview dates with the sample of schools, trusts and stakeholders as promptly as possible and interviews shall be scheduled to be completed before the summer holidays.

Task 2 deliverable: an interview schedule which is updated regularly to identify appointments made

Task 3: interview design.

The contractor shall design a discussion guide for agreement with the department and shall communicate with interviewees prior to the interviews taking place, and follow-up work after the interviews, for example to seek clarifications and review supporting documents that interviewees might choose to share with them. Those taking part in the research will be informed about:

- the purpose and benefits of the research;
- confirmation that the information they provide will be used for research purposes only;
- A clear option for them to turn down the invitation; and
- confidentiality and anonymity rights, as agreed with the department in advance.
- All documentation will state that the data is being collected for and on behalf of the department.

The contractor shall provide three versions of discussion guide with one each for MATs, individual schools and stakeholders.

Task 3 deliverable: Discussion guides

Task 4: Complete interviews.

The contractor shall complete 24 face-to-face interviews in England, and ten telephone interviews. Interviews can take up to three hours so the contractor shall be able to interview up to three separate individuals, with three separate roles, in each participating organisation.

Task 4 deliverable: updated interview schedule

Task 5: Analysis

The contractor shall analyse the qualitative data from the visits and interviews with nvivo using themes agreed with the department. The analysis will also include an examination of financial data gathered as part of the visit.

Task 5 deliverable: coding tree for approval and proposed analysis structure

Task 6: Case studies

The contractor shall develop 10 case studies which present the good practice and examples of how schools and trusts operate successfully. These case studies will identify the school or trust so will need full approval from them. The case studies shall be included within the full report but written to work as standalone document.

Task 6 deliverable: Case studies

Task 7: report writing

The contractor shall provide an interim version of the report to allow the department to provide comment before the production of a final report which shall be up to 10,000 words. The report shall include the findings from the research, a technical appendix, standalone case studies.

The outputs also include a guide accessible to teachers and others involved in education of up to 10,000 words. The format of this guide will be agreed between the contractor and the department but must be concise and accessible to allow sharing of good practice and improve the sector's understanding. This guide will be tested via an online webinar with participating respondents.

Task 7 deliverables: draft and final versions of both the guide, and report

Key Tasks

Task	Output	Date Required
Agree project scope	Project progress plan	w/c 14 th May 2018
Interview schedule	an interview schedule which is updated regularly to identify appointments made	w/c 21 st May 2018
Interview design	Three different agreed discussion guides for visits and interviews	w/c 28 th May 2018
Completed interviews	24 completed visits and 10 telephone interviews	20 th July 2018 (although stakeholder interviews could take place in August)
Interim report	An interim report and good practice guide for comment including case studies	21 st September 2018
Final report	A final version of the report	26 th October 2018

5 METHODOLOGY

This research will require qualitative interviews which allow the completion of a discussion

analysis of interview notes, report drafting, particularly in relation to making findings relevant to policy priorities.

responsibilities include: quality assurance, particularly in relation to the practitioner guide and report drafting, particularly in relation to making findings relevant to policy priorities.

responsibilities as part of this research will include: Conducting interviews if senior researchers are unavailable, quality assurance, particularly in relation to interview note coding.

The contractor also has a number of researchers who will be available to perform supporting tasks, such as maintaining contact logs, updating interview appointment spreadsheets, initial interview coding, and records management. All researchers have a master's degree in social research, or a related discipline, and a minimum of two years of professional experience.

shall be the Department's project manager and main point of contact with the contractor. shall be the Department's policy lead for this project.

7 STEERING COMMITTEE

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

8. RISK MANAGEMENT

Risk Identified	Likelihood and Impact	Mitigation	Remaining
Staffing: Team members become unexpectedly unavailable	Likelihood: low Impact: medium	The tasks would be completed later than planned, and the guide and final report would be delayed. However, this is mitigated because In addition to those named on this contract, the contractor can draw on an extensive network of collaborators who would replace absent team members immediately and prevent delay.	Level: low Proximity: medium term

Resource constraints: Tasks require longer, and greater input than planned	Likelihood: low Impact: this is a fixed price contract, therefore the contractor shall accommodate the greater resource requirements, as long as these are within the agreed scope	No mitigation required. No impact on the department	Level: no risk Proximity: medium term
Technical constraints: Digital recorders, software programmes, or information systems stop working	Likelihood: low Impact: high. The tasks would be completed later than planned. There might be information security incidents	The contractor has robust and thoroughly tested systems in place to ensure safe information storage, including back-up copies. The contractor's information security policy meets the highest government standards, including special requirements by the Home Office.	Level: low Proximity: medium term
Data access: Given the constraints associated with running a small school, interviewees may cancel appointments, which will make information collection more difficult	Likelihood: medium Impact: high. The guide and final report would have gaps, potentially around financial aspects and ways of balancing the books. The research would fail to entirely meet its objectives.	Whilst interviewees have a right to withdraw, the contractor shall explain anonymity and confidentiality clearly to ensure their decisions are informed, and to avoid uninformed withdrawals. The contractor shall offer flexibility to accommodate schools' availability.	Level: medium Proximity: short term
Timing: Schools might not be available due to approaching summer holidays	Likelihood: medium Impact: medium. The tasks would be completed later than planned, and the guide and final report would be delayed.	The contractor's work plan prioritises invitations to, and interview scheduling with schools, so that all of the interviews are completed before school summer holidays start	Level: medium Proximity: short term

9 DATA COLLECTION

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

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

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

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

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

10. CONSENT ARRANGEMENTS

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

11. PROJECT COMMUNICATION PLAN

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

End of Schedule One

SCHEDULE TWO**1 Eligible expenditure**

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

Table

Project Milestone	Payment Amount	Payment Date
Project setup complete and ready to start fieldwork	██████████	8 th June 2018
Fieldwork complete	██████████	10 th August 2018
Final report approved	██████████	9 th November 2018

Total Project expenditure shall not exceed £49,295 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.
- 2.2. The DfE shall, at its own expense, provide the Supplier with access to all relevant personnel, documents or other materials and data or other information in its possession which is necessary for the performance of the Project, in sufficient time to enable the Supplier to provide the Project in accordance with any timetable, Critical Step or other target for progress or completion agreed in writing between the parties.
- 2.3. The DfE shall use its reasonable endeavours to ensure the accuracy of all data or other information provided to the Supplier in the course of this Contract.

3. Changes to the Department's Requirements

- 3.1. The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 3.2. The Contractor shall use its best 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 sub-contract with a supplier or Contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 5.2. The Contractor shall take all reasonable steps to satisfy itself that its employees or any approved sub-Contractors (or their employees) are suitable in all respects to perform the Project.
- 5.3. The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-Contractors in respect of work/services rendered in connection with this Contract.
- 5.4. The Contractor, its employees and sub-Contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 5.5. The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Project, in accordance with the Department's reasonable security requirements as required from time to time.
- 5.6. If the Department notifies the Contractor that it considers that an employee or sub-Contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-Contractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).
- 5.7. The Contractor shall take all reasonable steps to avoid changes of employees or sub-Contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-Contractors

6. Ownership of Intellectual Property Rights, Copyright & Licence to the Department

- 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 license without payment of royalty or other sum by the Department in the Copyright to:

6.2.1 to 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 to exercise all rights of a similar nature as those described in Clause

6.2.1 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 The Contractor now undertakes to the Department as follows:

6.3.1 not to assign in whole or in part the legal or beneficial title in any Copyright to any person, firm or company without the prior written consent of the Department the granting of which consent shall be at its absolute discretion.

6.3.2 to procure that the Contractor is entitled both legally and beneficially to all Copyright.

6.3.3 to record or procure the recording on each and every Copyright Work the name of the author or authors and the date on which it was created and retain safely in its possession throughout the duration of the Copyright all Original Copyright Works.

6.3.4 in respect of the Original Copyright Works to:

6.3.5 supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and

6.3.6 allow inspection by an authorised representative of the Department on receiving reasonable written notice;

6.3.7 to take all necessary steps and use its best endeavours to prevent the infringement of the Copyright by any person, firm or company which shall include an obligation on the part of the Contractor to commence and prosecute legal proceedings for any threatened or actual infringement where there is a reasonable chance of success and account to the Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.

6.3.8 to waive or procure the waiver of any and all moral rights (as created by chapter IV of the Act) of authors of all Copyright Works be waived; and

6.3.9 not to demand and to procure that where any further licences are granted by the Contractor otherwise than to the Department

the Licensees thereof do not demand any payment in whatever form and from any person, firm or company directly or indirectly for the undertaking of any of the acts restricted by the Copyright (as defined in section 16 of the Act) in relation to any Copyright Work except in so far as any demand or payment received represents only the reasonable costs which might normally be incurred in respect of such an act.

- 6.4 The Contractor now warrants to the Department that all Works:
- 6.4.1 will not infringe in whole or in part any copyright or like right or any other intellectual property right of any other person (wheresoever) and agrees to indemnify and hold harmless the Department against any and all claims, demands, proceedings, damages, expenses and losses including any of a consequential nature arising directly or indirectly out of any act of the Department in relation to any Work, where such act is or is alleged to be an infringement of a third party's copyright or like right or other intellectual property rights (wheresoever).
- 6.5 The warranty and indemnity contained in Clause 6.4.1 above shall survive the termination of this Contract and shall exist for the life of the Copyright.

7. Data Protection Act

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

- (a) process that Personal Data only in accordance with Schedule 4, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Department before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Department or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Department has been obtained and the following conditions are fulfilled:
 - (i) the Department or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Department;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Department in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data;
- (e) at the written direction of the Department, delete or return Personal Data (and any copies of it) to the Department on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

7.5. Subject to clause 7.6, the Contractor shall notify the Department immediately

if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 7.6. The Contractor's obligation to notify under clause 7.5 shall include the provision of further information to the Department in phases, as details become available.
- 7.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
- (a) the Department with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Department to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Department, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Department following any Data Loss Event;
 - (e) assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.
- 7.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Department determines that the processing is not occasional;
 - (b) the Department determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7.9. The Contractor shall allow for audits of its Data Processing activity by the Department or the Department's designated auditor.
- 7.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

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

8. Department's Data

- 8.1. The Contractor shall employ appropriate organisational, operational and technological processes and procedures to keep the Department's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the Department.
- 8.2. The Contractor shall not delete or remove any proprietary notices contained within or relating to the Department's Data.
- 8.3. The Contractor shall not store, copy, disclose, or use the Department's Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Department.
- 8.4. To the extent that the Department's Data is held and/or processed by the Contractor, the Contractor shall supply that the Department's Data to the Department as requested by the Department in the format specified by the Department as agreed with the Consultant.
- 8.5. The Contractor shall take responsibility for preserving the integrity of the Department's Data and preventing the corruption or loss of the Department's Data.
- 8.6. The Contractor shall ensure that any files containing the Department's Data are stored on the Contractor's secure servers and/or secured IT equipment. The Contractor shall ensure that the Department's Data relating to the project is segregated from other data on their IT systems.

- 8.7. The Contractor shall not keep the Department's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CERG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the Department's Data should be encrypted to the FIPS 140-2 Standard.
- 8.8. The Contractor shall keep an audit trail of where the Department's Data is held, including hardware, laptops, drives and devices.
- 8.9. The Contractor shall ensure that the Department's Data is stored in locked cabinets.
- 8.10. The Contractor shall ensure that the Department's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the Department's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 8.11. The Contractor shall perform secure back-ups of all the Department's Data and shall ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the Department at all times upon request.
- 8.12. The Contractor shall ensure that any of the Department's Data to be sent between the Contractor's offices/staff, and/or the sub-Contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Contractor shall ensure that the password for files is sent separately from the data to the named recipient of the data. The Department's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.
- 8.13. If the Department's Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Department may:
 - 8.13.1. require the Contractor (at the Contractor's expense) to restore or procure the restoration of the Department's Data shall do so as soon as practicable and/or
 - 8.13.2. itself restore or procure the restoration of the Department Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- 8.14. If at any time the Contractor suspects or has reason to believe that the Department's Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Department immediately and inform the Department of the remedial action

the Contractor proposes to take.

9. Warranty and Indemnity

- 9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
 - 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
 - 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.
- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc. and in all cases shall be up to a maximum value of the amount payable under this contract (or £1 million) except for those liabilities which cannot be limited by law.
- 9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, it's policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that

the policy or policies are properly maintained.

10. Termination

- 10.1. This Contract may be terminated by either party giving to the other party at least 30 days' notice in writing.
- 10.2. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
 - 10.4.1. the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3. the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4. the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or
 - 10.4.5. there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power; or
 - 10.4.6. the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct; or
 - 10.4.7. the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business; or
 - 10.4.8. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations

relating to the payment of Social Security contributions; or

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

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

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

11. Status of Contractor

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

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

12. Freedom of information

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

12.2. The Contractor shall and shall procure that its Sub-Contractors shall:

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

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

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

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

- 12.4. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 12.5. The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
- 12.5.1. in certain circumstances without consulting the Contractor; or
 - 12.5.2. following consultation with the Contractor and having taken their views into account;
 - 12.5.3. provided always that where 12.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.6. The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.
13. CONFIDENTIALITY
- 13.1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall
- 13.1.1. treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 13.1.2. 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 Contractor's employees.

15. Transfer of Responsibility on Expiry or Termination

- 15.1. The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.
- 15.2. Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.
- 15.3. The Contractor undertakes that it shall not knowingly do or omit to do anything that may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

16. Amendment and variation

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

17. Assignment and Sub-contracting

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

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

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

19. Waiver

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

20. Notices

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

21. Dispute resolution

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

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

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

22. Law and Jurisdiction

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

23. Recycled Paper

23.1. The Contractor shall ensure that all paper used in the production of reports, documents and other materials arising out of the performance by the Contractor of their duties under this Contract consists of a minimum of sixty- per-cent recycled content of which seventy-five per cent is post-consumer waste.

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/research-reports-guide-and-template>

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, if applicable as detailed in work schedule, 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, if applicable as detailed in work schedule, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.

- 26.5. Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 13 above. The Contractor shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Department.
- 26.6. Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.
- 26.7. Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

Schedule 4 Processing, Personal Data and Data Subjects

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

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>Confidential views from leaders of multi-academy trusts, headteachers, local authorities and Regional Schools Commissioner of practices of small rural schools.</i>
Duration of the processing	<i>May to December 2018</i>
Nature and purposes of the processing	<i>The use of personal data includes storing personal names and emails; recording confidential responses to interview questions following case study visits; organising and analysing that data; writing up findings ensuring participant anonymity unless agreed by the participant.</i>
Type of Personal Data	<i>Contact names and email addresses at Schools, Multi-Academy Trusts (MATs), local authorities and Regional Schools Commissioners – used in interview targeting.</i> <i>Names of staff in trusts, LAs, and TSAs being interviewed as part of case study work.</i>
Categories of Data Subject	<i>School, MAT, local authority and regional schools commissioner staff. Staff involved with running and measuring the performance of schools</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Interview data from case study visits and survey responses will not be retained by the contractor. It will be destroyed after 6 months.</i>

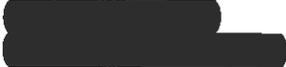
End of Schedule Four

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

Signature




Position and Address


Level 5, St Paul's Place
Sheffield
S1 2FJ

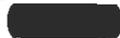
Date 17/05/18

Authorised to sign for and on
behalf of the Contractor

Signature




Position and Address


Aldaba Limited
11 Fletcher Hs, 122 Nuttall St
London
N1 5LL

Date
16 May 2018

