



**Department
for Education**

**CONTRACT FOR: SEND FUTURES LONGITUDINAL STUDY DISCOVERY PHASE
PROJECT REFERENCE NO: DFERPPU/2018079**

This Contract is dated **15th August 2019**

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) NatCen Social Research whose registered office is [REDACTED] ("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

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 **30th June 2021**.

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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"	 Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT 
"the Contractor's Project Manager"	 NatCen Social Research 
"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;
"BPSS" "Baseline Personnel Security Standard"	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further Information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard ;
"CC" "Common Criteria"	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria;
"CCP" "Certified Professional"	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional ;
"CCSC" "Certified Cyber Security Consultancy"	is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website:

	<p>https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy;</p>
"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;
"CPA"	is an 'information assurance scheme' which evaluates commercial off the shelf (COTS)
"Commercial Product Assurance" [formerly called "CESG Product Assurance"]	products and their developers against published security standards. These CPA certified products Can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa ;

"Crown Body"	any department, office or agency of the Crown;
"Cyber Essentials" "Cyber Essentials Plus"	Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme; There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers https://www.iasme.co.uk/apply-for-self-assessment/ ;
"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's Data" "Department's Information"	is any data or information owned or retained in order to meet departmental business objectives and tasks, including:

(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 Controller;

"DfE"	means the Department for Education;
"Department"	
"Department Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver;
"Digital Marketplace/GCloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT Health checks) are on the G-Cloud framework;
"DPA 2018"	Data Protection Act 2018;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules;
"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);
"Good Industry Practice" "Industry Good Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Good Industry Standard" "Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care,

	prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications ;
"HMG"	means Her Majesty's Government;
"ICT"	means Information and Communications Technology (ICT) used as an extended synonym for Information Technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution;
"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);
"ISO/IEC 27001" "ISO 27001"	is the International Standard describing the Code of Practice for Information Security Controls;
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls;
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on the IT system;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties;
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG is the UK government's National Technical Authority for Information Assurance. The NCSC

"OFFICIAL" "OFFICIAL SENSITIVE"	website is http://www.ncsc.gov.uk ; the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unusable. Secure sanitisation was previously covered by "Information Assurance Standard No.5 – Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media ; The disposal of physical documents and hardcopy

	<p>materials advice can be found at: https://www.cpni.gov.uk/secure-destruction;</p>
<p>"Security and Information Risk Advisor" "CCP SIRA" "SIRA"</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme;</p>
<p>"SPF" "HMG Security Policy Framework"</p>	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework;</p>
<p>"Staff Vetting Procedures"</p>	<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>
<p>"Sub-Contractor"</p>	<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>
<p>"Sub-processor"</p>	<p>any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;</p>
<p>"Third Party Software"</p>	<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>
<p>"Work"</p>	<p>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 Contract or any part of it;</p>
<p>"Working Day"</p>	<p>any day other than a Saturday, Sunday or public holiday in England and Wales.</p>

- 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**

14.9% of the school population in England are identified as having special educational needs (SEN), with 3.1% having Education, Health and Care (EHC) plans.¹ Overall, outcomes for these pupils are poor: there is a wide gap in the headline attainment indicators between those with/without SEN at all key stages², and pupils with SEN are significantly more likely to be excluded from school³, to be NEET⁴, and to realise worse labour market outcomes than those without SEN⁵. There is currently little robust evidence to indicate why this is the case or how outcomes vary with different types of provision. There is also a dearth of evidence on outcomes other than academic attainment for children and young people (CYP) with SEN and Disabilities (SEND), including on educational engagement, resilience, wellbeing and preparation for adulthood.

Securing positive outcomes for disadvantaged CYP and supporting those with SEND to live happy and fulfilled lives is a priority for the Department for Education (DfE). In order to take an evidence-based approach to achieving this aim and to fill the evidence gaps outlined above, the Department is scoping a longitudinal study of CYP with SEND in England and their parents/carers to track participants over the course of their journeys through the education system into adulthood.

CYP with SEND (including those with EHC plans and those receiving SEN Support) are under-researched on a national and global scale, and there are few examples of longitudinal studies or other large-scale pieces of research focussing specifically on this population. This means that we do not currently have a robust evidence base to inform estimates of response and retention for a possible future longitudinal study, and that we do not have good evidence on which strategies are effective in engaging and retaining participants (CYP with SEND and their parents/carers).

Data from previous studies with this population suggests that respondents with SEND and their parents/carers are typically less likely to be represented in research than their non-SEND counterparts, though response rates/retention achieved by these studies does vary significantly. For example:

- The Longitudinal Study of Young People in England 2 (LSYPE2) achieved an average response rate of approximately 80% over its first four waves, and SEN response was on average just 3 percentage points lower than response for the whole population across these waves. SEN participants were identified as hard-to-reach within LSYPE2 and

¹ <https://www.gov.uk/government/statistics/special-educational-needs-in-england-january-2019>

² Source: National curriculum assessments: key stage 2, 2017 (revised) <https://www.gov.uk/government/statistics/national-curriculum-assessments-key-stage-2-2017-revised> Revised GCSE and equivalent results in England: 2016 to 2017 <https://www.gov.uk/government/statistics/revised-gcse-and-equivalent-results-in-england-2016-to-2017>

³ Source: Permanent and fixed-period exclusions in England: 2015 to 2016 <https://www.gov.uk/government/statistics/permanent-and-fixed-period-exclusions-in-england-2015-to-2016>

⁴ Source: Destinations of KS4 and KS5 pupils: 2016 <https://www.gov.uk/government/statistics/destinations-of-ks4-and-ks5-pupils-2016>

⁵ Source: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/730977/FSM_and_SEND_outcomes_statistics.pdf

specific strategies were used to encourage response, including initial oversampling and additional face-to-face visits in wave 4 for those less likely to consent to data linkage.

- The DfE's cross-sectional survey of parents/carers and young people with an EHC plan issued in 2015 achieved an adjusted response rate of only 24%.⁶
- The Post-16 Transitions Longitudinal Study was commissioned by the then Department for Education and Skills (DfES) in 2001 and aimed to follow the journeys taken by young people with SEN upon leaving education. The study ran for 3 waves between 2001 and 2004, with participation dropping significantly at each wave.⁷

As well as uncertainty regarding response within the SEND population as a whole, there is a further question regarding the feasibility of ensuring representation for participants that also have other characteristics associated with low or non-response to research. For example, studies with black, Asian and minority ethnic (BAME) groups and families who are eligible for free school meals (FSM) frequently achieve lower response rates than for the general population.⁸ This issue is particularly pertinent for the SEND population because of the over-representation of SEND in certain groups associated with low or non-response to research. For example, in January 2018 25.8% of pupils with SEN received FSM compared to 11.5% of pupils with no SEN, while SEN is also more prevalent in certain BAME groups than in the general population: in January 2018 30.9% of pupils who were Travellers of Irish Heritage, 26.8% of Gypsy Roma Traveller pupils and 20.0% of Black Caribbean pupils were identified as having SEN compared to 14.6% of all school pupils England.⁹ These questions need to be addressed in order to facilitate the design of a potential future longitudinal study that is fit for purpose and provides value for money.

2 AIM

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

- Provide robust evidence on response and retention among the SEND population in order to inform a potential future longitudinal study currently being considered by the Department
- Provide evidence on the outcomes and experiences of education of CYP with SEND

3 OBJECTIVES

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

- **Test different interventions and modes of survey delivery** for increasing survey response and retention among the target population (CYP with SEND¹⁰ and their parents/carers)

⁶ Source: [Education, Health and Care Plans: Parents and Young People Survey](#) (published March 2017)

⁷ Source: Post-16 Transitions Research Reports: [Wave 1](#) (2001), [Wave 2](#) (2004), [Wave 3](#) (2005)

⁸ For example, this was apparent in LSYPE2 (E.g. Briefing doc on LSYPE2 response rates for MRS/ESRC roundtable 18/05/17) and in the DfE's [Education, Health and Care Plans: Parents and Young People Survey Technical Report](#) (March 2017)

⁹ Source: <https://www.gov.uk/government/statistics/special-educational-needs-in-england-january-2018>

¹⁰ Including those with EHC plans and those receiving SEN Support

- **Provide evidence on the response / retention rates** we can expect among the SEND population
- **Test the viability of different questions and question topics** ahead of a potential future longitudinal study
- **Provide rich early evidence on the outcomes and experiences of education** for CYP with SEND ahead of a possible future longitudinal study

Outputs from the Discovery Phase will be used to inform the design of a potential future longitudinal study of CYP with SEND by the Department. Any future work that the Department chooses to commission following completion of the Discovery Phase will be procured via open tender, without prejudice or favour.

In the event of an open tender exercise for the procurement of a full longitudinal study based on the findings of the Discovery Phase, the Contractor will make available all relevant documentation in order to ensure fair and open competition throughout the procurement process.

4 TASKS / METHODOLOGY

The contractor will fulfil the objectives above via two strands of work:

- **Strand 1: CAPI randomised control trial with members of the SEND population who are underrepresented**
- **Strand 2: Online survey of the wider SEND population**

The following section of the contract sets out the tasks and methodology for each of these strands.

Strand 1: CAPI randomised control trial

Strand 1 will comprise of a face-to-face (CAPI) survey delivered at two time points to a sample of the SEND population (CYP with SEND and their parents/carers) who are considered to be particularly underrepresented in research. This survey will involve a randomised control trial in which three different interventions designed to increase response amongst the target population will be delivered and assessed.

Strand 1 target population

The target population for Strand 1 will be members of the SEND population who are considered to be particularly under-represented in research. This population will include the following participants, as identified by the relevant NPD indicators:

- CYP with SEN who are also eligible for free school meals (FSM) and their parents/carers
- CYP with SEN who are also members of a Black, Asian and Minority Ethnic group and their parents/carers
- CYP with SEN who are also Looked After Children (LAC) and their parents/carers
- CYP with SEN who are also Children in Need (CiN) and their parents/carers

The sample for Strand 1 will be comprised of pupils who are in Year 8 in September 2019.

Strand 1 sample design

The selected sample for Strand 1 will be 2,100 cases, where each case includes a child or young person with SEND and a parent/carer of the child or young person. It is anticipated that this will result in an issued sample of 2,000 cases following opt-outs.

The Contractor shall use a two-stage approach to draw the sample for Strand 1 from the National Pupil Database (NPD), which will be the sampling frame for this project. The Contractor will first select a sample of postcode sectors, which will be the primary sample units (PSUs) for Strand 1. 125 PSUs will be selected using a random sampling approach with probability proportional to size across England (where 'size' is the weighted number of in-scope SEN pupils). The sample will be stratified by region, an urban/rural indicator and finally by IDACI. After selecting the PSUs, the Contractor will select a sample of CYP from the target population within each PSU.

Selection of the sample within PSUs

While the target population for Strand 1 will be based on the groups outlined above, these groups will not be mutually exclusive. The Contractor will therefore base the selected sample for the RCT on four CYP 'target groups':

1. CYP with SEND who are also LAC
2. CYP with SEND not in group 1 who are CIN
3. CYP with SEND not in groups 1 or 2 who are members of a BAME group
4. CYP with SEND not in groups 1, 2 or 3 who are eligible for FSM

The sample for strand 2 will be drawn at random using systematic sampling from the whole of the SEN population of CYP in Year 8 in England. This will come from an anonymised extract of the NPD used for strand 1. Stratifiers will ideally include the following to ensure that the sample is representative with respect to each of these aspects: whether pupil has an EHC plan, primary type of need (grouped), type of school; plus region, urban/rural and IDACI (as per strand 1). We will determine the exact stratification scheme once we have the data and can gauge what is practical; this will be done in consultation with DfE.

In order to access the relevant data, the Contractor shall make a formal data request to DfE which will then be considered for approval by the relevant DfE Data Sharing Approval Panel.

RCT Design:

At wave 1 of the RCT, the contractor shall test three methodological interventions designed to increase response to a face-to-face survey with the population in question. The interventions that will be tested are:

- (1) Conditional incentives
- (2) Targeted respondent communications
- (3) Advanced interviewer training

(1) Conditional Incentives

At Wave 1 of the RCT, the contractor will test the impact on response of using an increased conditional incentive compared to that of using an unconditional prepaid incentive of £10.

Control	£10 incentive sent with advance letter (Post Office Payout)
Treatment	£10 incentive (gift card) conditional on taking part (both parent and pupil are <i>individually</i> eligible for incentive, giving a total conditional incentive of £20 where both parent/carer and CYP complete an interview)

(2) Targeted respondent communications

At Wave 1 of the RCT, the contractor will test the effect on response of a targeted letter sent in advance of the interviewer contacting the CYP and their parent/carer. The Contractor will design letters tailored towards specific groups of participants in terms of both wording and visual design. The design of the letters will be based on existing UK evidence on the design of advance letters and on theories such as the Tailored Design Method and behavioural science insights. The groups that the letter will be targeted at will be agreed with the Department. The Contractor will submit draft letters, along with justification for decisions regarding design, to the Project Management Team for review before issuing to participants.

Control	Generic advance letter based on evidence and best practice
Treatment	Targeting the wording and/or design of the advance letter to FSM, BAME, and other characteristics from NPD (e.g. communication needs, saliency of the study for a specific group, importance of including groups that

(3) Advanced interviewer training

The third intervention delivered by the Contractor at Wave 1 Strand 1 will be an additional day of training delivered by specialist providers at the NCB. This will aim to provide interviewers with a fuller insight into the range of situations and needs within the SEND population and equip them to be better placed to respond positively, confidently and with a practical approach that may facilitate participation more easily.

The Contractor will design the additional training with the input of NCB's Young Research Advisors (YRAs) and Family Research Advisory Group (FRAG), and will ensure that the training is tailored for the specific context of the SEN Futures Longitudinal Study Discovery Phase. A YRA from NCB will also be involved in the delivery of each additional training session. The additional training sessions will include, but will not be limited to:

- Theories, rights and laws which underpin participation in research
- Mechanisms of Participation: "*What makes a good participatory engagement with children and young people?*"
- Communication with CYP
- Inclusive Participation: "*What should you do to ensure that all CYP have equal opportunities to get their voice heard?*" – this will include methods and approaches for including CYP with different kinds of SEN, combined with working with those from other groups who are likely to be under-represented in research

Control	Single day of project-specific training by the research team based on evidence and best practice
Treatment	Two-day training course to include specific training from on research with CYP with SEND from NCB trainers

Wave 2 Interventions

The interventions to be tested at Strand 1 (Wave 2) will be agreed via contract variation between the Contractor and the Department following analysis of response data from Wave 1. The Contractor will review response data from Wave 1 and submit a proposal for Wave 2 interventions in line with the overall project budget: this will be reviewed by the Advisory Group and cleared by the SRO.

Wave 2 interventions may include, but will not be limited to:

- Further testing of interaction effects that did not reach statistical significance at Wave 1
- Refinements to the treatments tested at Wave 1: for example
 - Making the two £10 incentives being conditional on *both* pupil and parent/carer taking part
 - Using information collected at Wave 1 to tailor the messages given in the Wave 2 advance letters.
- New interventions based on new modes of contact available (e.g. text reminders).

Factorial design:

At Strand 1 (Wave 1), the Contractor will deliver the RCT using a factorial design including eight different RCT groups, with one eighth of the issued sample to be allocated per group. The issued sample will include 2,000 participants, giving 250 participants per RCT group. The design of the RCT will be as indicated below:

Group	Additional interviewer training	Tailored communications	Incentives	Issued sample size
A (control group)	No extra training	No	Advance	250
B	No extra training	No	Conditional	250
C	No extra training	Yes	Advance	250
D	No extra training	Yes	Conditional	250
E	Training	No	Advance	250
F	Training	No	Conditional	250
G	Training	Yes	Advance	250
H	Training	Yes	Conditional	250

The allocation of the sample to the eight factorial groups will involve both random allocation at the interviewer level (for the 'additional interviewer training' intervention) and at the participant level (tailored communications and incentives). The Contractor shall therefore allocate 50% of interviewers to the additional interviewer training group and 50% to standard

interviewer training before randomly allocating selected CYP within all PSUs to one of four groups:

Within PSU group	Tailored communications	Incentives
1	No	Advance
2	No	Conditional
3	Yes	Advance
4	Yes	Conditional

Each stage of the random allocation will use stratification to ensure that all eight factorial groups have very similar profiles. The stratifiers used for the allocation of interviewers to the 'additional interviewer training' arm of the trial and 'standard' arm will be based on a combination of interviewer characteristics (length of experience) and area characteristics (IMD). This will ensure that both arms are balanced in terms of these two sets of characteristics – both of which are likely to be correlated with response rates. To achieve this, the Contractor will allocate each PSU to an interviewer and then divide the PSUs into strata based on interviewer experience. Within these strata, the PSUs will then be sorted by IMD. Every second PSU from the top of the stratified and sorted list will then be assigned to 'additional interviewer training'. For the allocation within PSUs, the stratification will be by the generated SEN group and then by postcode

Strand 1 Fieldwork: Wave 1

The Contractor shall issue 2,100 selected households, excluding those who opt-out, for face-to-face fieldwork and aim to maximise response rates. Household interviews will be conducted using computer assisted personal interview (CAPI) and will include an interview with the selected CYP with SEND and one parent/carer. The CYP interview and the parent/carer interview will each last approximately 30 minutes, though it is possible that in some cases interviews may take longer in order to accommodate participants' additional needs.

The Contractor will recruit participants via an advance mailing ahead of interviewer contact. This mailing will include separate letters for the parent/carer and CYP, each of which will provide a privacy notice and information about the study and what participation will entail.

Following the advance mailing, the Contractor will aim to deliver face-to-face interviews with all selected households. Interviewers will visit each address a minimum of 6 times, with at least one call in the evening and one at the weekend, before households are considered to be 'non-contact'.

Interviews will be conducted with both the young person and a parent or carer where possible. Where possible, these will be conducted separately and interviewer training will focus on enabling this: however, some young people will require more support with communication than can be accommodated in a general survey approach and there may be additional reasons for one of the parties to feel that the parent or carer should be present to facilitate the interview. Protocols for these instances will be agreed between the Contractor, the project Advisory Group and the Project Management Team.

Fieldwork: Wave 2

The issued sample for Wave 2 of the Strand 1 fieldwork will be all households in which at least one parent/carer participated in the survey at Strand 1 Wave 1.

It is anticipated that the fieldwork approach will be similar to that used at Wave 1 in terms of fieldwork protocols and interview structure. However, the information collected at Wave 1 will enable more options for the contact approach ahead of fieldwork. The details of the approach to Wave 2 fieldwork, including methodological interventions to be used, will be confirmed via contract variation after the completion of Wave 1.

It is noted that the sample size at Wave 2 will be smaller due to non-response at Wave 1 and attrition, and that this may restrict the interventions that can be tested. Following Wave 1, Contractor will review all results and submit a proposal for Wave 2 interventions that fit within the allocated budget.

Analysis of RCT data

The RCT data will support three different types of analysis, all of which address different research questions:

1. Analysis of the impact of the response rate interventions at Wave 1 and, cumulatively, at Wave 2
2. Analysis to test whether the different interventions generate different profiles of respondents. And whether the different interventions affect the substantive survey statistics
3. Analysis of the evidence generated on the outcomes and experiences of groups most likely to be under-represented in research

The approach to analysis for each of these questions is set out below:

1. Analysis of the impact of the three interventions on response rates at Wave 1 and 2

The analysis of the response rates from the factorial experiment will be based on a logistic regression with both main effects (one per intervention) and interactions. The covariates used will be a combination of area characteristics (IMD, urban/rural) and interviewer characteristics, including the Contractor's data on interviewer previous experience of meeting response rate targets.

To preserve the random allocation, Wave 2 response rates will be analysed as cumulative response rates, that is with the issued sample Wave 1 sample as the denominator.

2. Analysis to test whether the different interventions generate different profiles of respondents and whether the different interventions affect the substantive survey statistics

The second analysis will look for evidence that one or more of the interventions substantially changes the profile of respondents or the responses of those respondents. If differences are found then the conclusion would be that there is bias in some groups, although it is noted that identifying groups have the least bias may not be possible.

The Contractor will conduct this analysis using a similar approach to that described above. For continuous outcome variables, the Contractor will use ANOVA as opposed to logistic regression.

3. Analysis of the evidence generated on the outcomes and experiences of groups most likely to be under-represented in research

Finally, given that the RCT will give two waves of data on around 1000 respondents, the data gathered through the RCT will be analysed in its own right. The Contractor will use aggregated RCT data as the basis for this analysis: however, some groups may be excluded if the Contractor's analysis of RCT response data indicates that there is significant bias.

Weighting

The Contractor will produce weights for the substantive analysis of each strand, including separate weights for children and their parents/carers where necessary.

For both strands, final weights will be created using calibration weighting to population estimates taken from the NPD. Population counts will be supplied by the DfE and based on the latest possible version of the NPD. Prior to calibration, non-response weights will be produced using region, urban/rural and IDACI (the variables used for stratification).

For both strands, calibration weighting targets will include counts based on region, sex, ethnicity, SEN type and numbers in each of the hard to reach groups. School IDACI, school type and size of school may also be included: this will be agreed between the Contractor, the project Advisory Group and the Project Management Team.

Data from Wave 1 will also be used for weighting purposes at Wave 2: this will include non-response weighting, with the list of variables to be included agreed between the Contractor, the Advisory Group and the Project Management Team. Weights will be created using a logistic regression model of response to Wave 2, weighted by the Wave 1 weight. The inverse of the probability of response from the model will create a non-response weight which, when multiplied by the Wave 1 weight, will produce the Wave 2 weight for analysis.

The full strategy Wave 2 weighting will be confirmed via contract variation ahead of Wave 2.

Strand 2: Online survey

Sample

The Contractor will draw the sample for the online survey from across the whole of the Year 8 SEN population in England. A stratified equal probability sample will be used, with region, urban/rural location and IDACI as stratifiers.

The Contractor will issue the online survey to a sample of 7,000 children, and aim to achieve an opt-out rate of < 5% and a response rate of 30% in order to obtain 2,000 productive households.

The Contractor will select the sample for Strand 2 *before* the sample for Strand 1 in order to ensure that there is no overlap between the two samples.

At Wave 2 of Strand 2, the Contractor will issue the online survey to all households from Wave 1 who have agreed to be re-contacted. The Contractor will make all reasonable efforts to achieve a response rate of at least 60% for Wave 2, Strand 2.

Contact Strategy

The Contractor will develop and issue advance letters inviting participants to take part in the online survey. Envelopes will be addressed to parents/carers, and will contain both a letter to parents/carers and a separate letter for the child being invited to take part in the study.

Invitation letters will directly address the motivations and potential barriers to participation, highlight the value of the study (for instance for planning policy for young people and their families with SEND to enhance life outcomes), identify the specific nature / purpose of this survey and stress the young person's value as an irreplaceable member of the study.

At Wave 2, the Contractor will tailor advance letters based on cohort members' previous participation (one version of the advance letter will be produced for previous sweep respondents, one for refusals and another for non-contacts). Further personalisation will be agreed between the Contractor and the Project Management Team.

Ahead of Wave 1, the Contractor will design and issue a pre-notification letter that will announce the survey. This will include details of how parents/carers can get in touch with the Contractor to ask questions or to opt out of the study.

Ten days after the pre-notification letter is sent, the Contractor will issue an invitation letter. This will include:

- A URL for the survey
- Details of how to access the survey
- FAQs on the study and on the process of completing the survey
- Freephone and email contact details for further queries

The Contractor will send out reminders to participants over the course of the online survey period. A first reminder, in the form of a postcard, will be sent to those who have not responded one week after the initial letter. A second reminder will be sent in the form of a letter after the survey has been open for 3 weeks.

This reminder approach may be varied experimentally to test what appears to be most effective in terms of their number, type and timing. This will be agreed between the Contractor, the Advisory Group and the Project Management Team.

The web survey will be kept open for a number of weeks after the final reminder, closing at a point where responses have stopped or are at a very low level.

Strand 2 Wave 2 will have more options for a varied contact strategy due to the additional contact information available (e.g. email addresses and mobile phone numbers). The precise strategy for contact at Wave 2 will be developed following Wave 1 and agreed between the Contractor, the Advisory Group and the Project Management Team.

Questionnaire Development: Strands 1 and 2

The Contractor will work closely with the DfE to ensure that the proposed questionnaire is appropriate for both children with SEND and their parents/carers. The NCB's Family Research Advisory Group (FRAG) and Young Research Advisors (YRAs) will be consulted throughout the process.

The areas of questionnaire coverage will be:

1. Demographic and classification variables
2. Educational attainment and engagement
3. Happiness and Wellbeing
4. Preparation for Adulthood
5. Experience of provision

6. Experience of the participating in the Discovery Phase

The Contractor will develop separate questionnaires for children with SEND and their parents/carers. It is anticipated that many of the questions will be based on existing survey questions from other sources (including LSYPE, LSYPE2, the Millennium Cohort Study, the Post-16 Transitions Longitudinal survey and the Mental Health of Children and Young People Survey). Where no suitable existing survey questions are available, the Contractor will design new measures.

All new questions will be written in plain, accessible English. All questions will adhere to the design principles listed in the Questionnaire Appraisal System (QAS-99) e.g. avoiding biased framings and using fully labelled response options. All questions will be approved by the DfE before being included in the final questionnaire.

The Contractor will design the questionnaire for the face to face survey to contain approximately 30 minutes work of material for each respondent (child with SEND and parent/carer). The Strand 2 web surveys will include no more than 20 minutes of questions per respondent per wave, with upfront guidance being provided on estimated interview length.

Despite their different lengths, the Contractor will develop the questionnaires such that the data collection instruments used in Strand 1 and Strand 2 are harmonised as far as possible. In order to do this, the Contractor will develop and maintain a centralised Excel spreadsheet of questions. This database will include:

- Source (whether a new measure or from an existing survey)
- Question wording
- Answer options
- Interviewer instructions
- Length estimates for each question (based on existing data or on the Contractor's own heuristics used to estimate questionnaire length)

The Contractor will use the centralised spreadsheet to review all proposed questions in order to ensure they are suitable for mobile web-based administration and flag questions that may be at higher risk of mode and device effects occurring.

Ultimately, the Contractor will ensure that all questions include on the final web survey are Our approach would be to ensure all questions are adapted where possible to be 'device-agnostic' and are optimally designed for presentation on smart-phone and tablet devices.

Cognitive testing

The Contractor will conduct cognitive interviews to assess the suitability of new survey questions prior to their inclusion in the surveys. These interviews will cover the mental processes survey respondents go through when answering questions, and establish whether respondents are both *willing* and *able* to provide the requested information accurately.

The Contractor will conduct 30 cognitive interviews. Participants will be selected who match the profile of the survey's target audience. In addition, purposive quotas will be set to ensure that a diverse range of sub-groups are interviewed. These quotas will be based on the specifics of the material being tested, and will be agreed between the Contractor and the Project Management Team once test questions confirmed. At a minimum, the quotas will include:

- Both parents and young people
- A variety of participants based on SEN primary need
- Participants who fall within 'hard-to-reach' subgroups for example young people entitled to free school meals and BME groups

The Contractor will conduct recruitment for cognitive interviews via NCB. This will take place via NCB's youth groups (other than the Young Research Advisors) and via snowballing through NCB's partnership agencies and existing contacts. This will ensure that questions are tested with a fresh sample of respondents with no prior experience of a question-testing exercise.

The Contractor will deliver cognitive interviews via a semi-structured interview protocol, to be developed by the Contractor and agreed by the DfE. Interviews will be conducted face-to-face and will last approximately one hour per participant. The Contractor will advise the DfE on the number of questions that can be tested during this period and give advice on which new items should be prioritised for testing.

All interviews will be conducted by experienced NatCen and NCB qualitative researchers who have received additional training in cognitive methods from NatCen's QDT. A mix of techniques will be used in the interviews to elicit data on question performance; these methods will include observations, think aloud and probing. The interview will start with participant led methods, to minimise the risks of the interviewers' probes biasing the participants' answers. All participants will be provided with a £20 incentive to thank them for their participation.

All interviews will be audio-recorded. All audio-recordings will be reviewed, summarised and categorised to allow for a systematic analysis of key themes. The output of this strand of work will be a report of findings. The report will document issues raised with each of the questions tested, the implications of these issues on data quality, and suggestions for question amendments where appropriate.

Follow up interviews

One key aim of the survey is to assess levels of attrition between the Wave 1 and Wave 2 fieldwork. This applies for both the RCT and for the web survey. In order to explore this, the Contractor will qualitative interviews with participants who agree to take part in Wave 1 of the study but who do not respond at Wave 2.

The Contractor will conduct 32 short telephone interviews (approximately 30 minutes) with Wave 2 non-responders. In order to encourage participation, the Contractor will offer an incentive of £40 for participating in these interviews. Alternative methods of data collection will also be explored (for example online interviewing techniques) if it is suggested by non-responders that this will facilitate their participation. Flexibility regarding interviewing times will also be offered.

The Contractor will set purposive quotas to ensure that a diverse range of non-responders are interviewed. These quotas will be based on data from Wave 1 regarding which groups are most likely to drop out of the survey. Quotas will be agreed between the Contractor and the DfE ahead of Wave 2 fieldwork. At a minimum, the quotas will include:

- Both parents and children/young people.
- A variety of participants based on SEN group of interest and primary need.
- A variety of participants in terms of whether they completed a face-to-face interview or a web questionnaire;

- A variety of participants based on the RCT intervention they received (incentive/ tailored communication/ advanced interviewer training)

The Contractor will only approach respondents who have provided a telephone number and/ or email address during Wave 1 interviews and who have given permission for recontact by NatCen about this project. Participants who have withdrawn their permission for recontact will not be approached. Prior to any interviews taking place with children, parental consent (verbal) will be obtained. All participants will be sent written confirmation (via mail or email) regarding what taking part involves.

All interviews will be conducted by experienced NatCen qualitative researchers. A semi-structured topic guide will be produced by the Contractor and agreed by the DfE. Themes covered in the topic guide will include:

- Survey content
- Survey length
- Interviewer interaction (if they took part in the RCT at wave 1)
- Software interactions (if they took part in the web survey at wave 1)
- Survey communication and reminder strategies
- Incentives
- Situational factors that influence response
- Other barriers and enablers including suggestions for improvements in survey processes

Interviewers will also be encouraged to explore emergent themes not predicted by the topic guide as and when they occur.

All interviews will be audio-recorded. All audio-recordings will be reviewed, summarised and categorised to allow for a systematic analysis of key themes. The output of this strand of work will be a report discussing key findings, implications and recommendations for the design of a future Longitudinal SEN survey should this be commissioned.

SCHEDULE OF WORK

A detailed schedule of work for activities related to Wave 1 of the Longitudinal Study Discovery Phase is set out below. An overview of activities related to Wave 2 of the study is also provided: a more detailed timetable for this will be agreed with the Department and confirmed via contract variation as the project progresses.

Task	Output	Cost (£)	Date Required
Design of a detailed sampling specification for Strand 1 (CAPI randomised control trial) and Strand 2 (Online survey)	Sampling specification document covering details of: <ul style="list-style-type: none"> • The target population and sample frame • Issued sample sizes for Strand 1 and 2 • Expected response rates for Strand 1 and 2 • Sample selection for Strand 1 and 2 • RCT allocation (Strand 1) 	██████████	03/05/19
Review project specification with Advisory Group	Presentation of project specification documents and sampling specification to the SEND Futures Longitudinal Study Discovery Phase Advisory Group on 10 th May 2019	██████████	10/05/19

Task	Output	Cost (£)	Date Required
Questionnaire development: review of existing measures and identification of question gaps	Excel spreadsheet containing details of reviewed and potential new questions, including: <ul style="list-style-type: none"> • Source (new measure / existing measure) • Question wording • Answer options • Interviewer instructions Length estimates for each question (based on existing data or on the Contractor's own heuristics used to estimate questionnaire length)		07/06/19
NPD application: Completion of 'Supply of DfE data application form' and associated documents in order to apply for approval to receive National Pupil Database data for the purposes of the project	All relevant documents submitted to the DfE and approved by the Project Management Team, including: <ul style="list-style-type: none"> • Completed <i>Supply of DfE data application form</i>, including detailed data requirements using the latest, relevant data tables • Completed <i>Information Security Questionnaire</i> • Signed declaration forms for each permitted user • A copy of a basic disclosure certificate that is no more than 2 years old for all permitted users 		26/07/19
Draft questionnaire: draft questionnaire (Wave 1, Strands 1 and 2) agreed by the DfE	<ul style="list-style-type: none"> • Draft questionnaire for Wave 1, Strand 1 signed off by DfE ahead of cognitive testing • Draft questionnaire for Wave 1, Strand 2 signed off by DfE ahead of cognitive testing 		26/07/19
Design of research tools for cognitive interviews	<ul style="list-style-type: none"> • Draft questionnaire instruments to be tested via cognitive interviews, signed off by DfE • Semi-structured topic guide for cognitive interviews, signed off by DfE 		20/08/19
Design of standard advance letters for Wave 1, Strand 1	Standard advance (invitation) letters for Wave 1, Strand 1, signed off by the DfE. To include separate letters for parents/carers and participating children and to cover: <ul style="list-style-type: none"> • The specific nature and purpose of the research • The value of the research (e.g. for planning policy for children and young people with SEND and their families to enhance life outcomes) • Motivations and potential barriers to participation • The participant's value as an irreplaceable member of the study • Information about how to opt-out of the research 		22/08/19

Task	Output	Cost (£)	Date Required
	<ul style="list-style-type: none"> Contact details and routes to obtain further information Relevant privacy notices in line with GDPR		
Design of Strand 1 fieldwork protocol	Note providing full details of fieldwork protocols for Wave 1 Strand 1, signed off by the DfE	██████████	30/08/19
Cognitive interviews	Note on results of cognitive interviews, including: <ul style="list-style-type: none"> Details of participant characteristics Key themes arising from interviews Recommendations for changes to draft questionnaire based on cognitive interviews 	██████████	12/09/2019
Design of tailored advance letters for Wave 1, Strand 1	<ul style="list-style-type: none"> Tailored advance (invitation) letters for participants allocated to the tailored communications intervention in for Wave 1 Strand 1, signed off by the DfE. To include separate letters for parents/carers and participating children and to cover the topic areas listed above as well as additional topics relevant to the group of interest. 	██████████	16/09/19
Finalising questionnaire for Wave 1, Strands 1 and 2	<ul style="list-style-type: none"> Final version of questionnaire (Wave 1, Strand 1), signed off by the DfE Final version of questionnaire (Wave 1, Strand 1), signed off by the DfE 	██████████	19/09/2019
Design of materials for standard interviewer briefing	Package of materials for single day of project-specific training for interviewers, based on evidence and best practice	██████████	30/09/19
Design of materials for advanced interviewer briefing	Package of materials for a two-day training course for interviewers allocated to this intervention in the RCT, co-developed with the NCB and covering: <ul style="list-style-type: none"> Theories, rights and laws which underpin participation Mechanisms of Participation: What makes a good participatory engagement with children and young people? Communication with children and young people with SEN Inclusive Participation: ensuring that all children and young people have equal opportunities to get their voice heard 	██████████	30/09/19
Design of pre-notification letters for Wave 1, Strand 2	Pre-notification letter inviting participants to participate in Strand 2 of the study (the online survey), signed off by the DfE. To include separate letters for parents/carers and participating children/	██████████	02/10/19

Task	Output	Cost (£)	Date Required
Design of invitation letters for Wave 1, Strand 2	Invitation letter inviting participants to participate in Strand 2 of the study (the online survey), signed off by the DfE. To include separate letters for parents/carers and participating children and to include: <ul style="list-style-type: none"> • A URL for the survey • Details of how to access the survey • FAQs on the study and on the process of completing the survey Freephone and email contact details for further queries	██████████	02/10/19
Design of initial reminder postcards for Wave 1, Strand 2	Postcard reminding respondents who have not completed the online survey after 1 week to participate, signed off by the DfE	██████████	02/10/19
Design of final reminder letters for Wave 1, Strand 2	Letter reminding respondents who have not completed the online survey after 3 weeks to participate, signed off by the DfE	██████████	02/10/19
Programming of Wave 1, Strand 1 CAPI survey and Wave 1, Strand 2 online survey	Wave 1, Strand 1 questionnaire programmed and ready to launch	██████████	18/10/19
	Wave 1, Strand 2 questionnaire programmed and ready to launch	██████████	28/10/19
Delivery of interviewer briefing sessions	<ul style="list-style-type: none"> • Single day of project-specific training delivered to all interviewers not allocated to 'advanced training' RCT intervention • Two-day training course delivered to all interviewers allocated to the 'advanced training' RCT intervention (training staff to include at least one NCB Young Research Advisor per session). 	██████████	30/10/19
Wave 1, Strand 2 survey launched	<ul style="list-style-type: none"> • Pre-notification letter issued to 7,000 participants • Invitation letter issued to all participants who do not opt out following the pre-notification letter • Reminder postcard issued to all participants who have not responded after 1 week • Reminder letter issued to all participants who have not responded after 3 weeks • Survey kept open until responses have ceased or reached a very low rate: to be agreed with the DfE 	██████████	25/11/2019
Wave 1, Strand 1 fieldwork	<ul style="list-style-type: none"> • Advance letter issued to 2,100 participants 	██████████	07/02/2020

Task	Output	Cost (£)	Date Required
	<ul style="list-style-type: none"> Interviewers to attempt contact with all households who do not opt out of the survey at the advance letter stage. Interviewers to visit each address a minimum of 6 times, with at least one call in the evening and one at the weekend, before households are considered to be non-responsive. 30 minute CAPI survey to be conducted with one parent/carer and one child (where possible) at each respondent household 		
Technical reporting for Wave 1	First draft of technical report for Wave 1		09/03/2020
	Second draft of technical report for Wave 1, incorporating DfE and Advisory Group comments and queries		06/04/2020
	Final technical report for Wave 1, signed off by the DfE		29/04/2020
Wave 1 analysis and reporting: data processing, analysis and reporting for Wave 1, Strands 1 and 2	First draft of substantive report covering data analysis and reporting for Strands 1 and 2 (Wave 1)		23/03/2020
	Second draft of substantive report covering data analysis and reporting for Strands 1 and 2 (Wave 1), incorporating DfE and Advisory Group comments and queries		22/04/2020
	Final substantive report for Strands 1 and 2 (Wave 1), signed off by the DfE		14/05/2020

Overview of work schedule for Wave 2 of the SEN Futures Longitudinal Study Discovery Phase – final details to be confirmed via contract variation as the project develops. A contract variation will be agreed by the Contractor and the Department by **30/05/2020** unless otherwise agreed in writing.

Task	Output	Cost (£)	Date required
Inter-wave mailings	Mailing to all those willing to be recontacted from Wave 1 Strands 1 and 2		15/05/2020
Research design for Wave 2 confirmed and materials signed off by DfE	<ul style="list-style-type: none"> Contract variation signed by the DfE and the Contractor to cover details of the methodological interventions and research approach for Wave 2 (Strands 1 & 2) 		31/08/2020

	<ul style="list-style-type: none"> • Wave 2 questionnaire for Strands 1 (CAPI) and 2 (online survey) signed off by the DfE • All relevant pre-notification letters, invitation letters and reminders for Wave 2 (Strands 1 & 2) agreed by the DfE 		
Wave 2 fieldwork complete	<ul style="list-style-type: none"> • Online survey issued to all Wave 1 respondents who have not since opted out • Interviewers to attempt contact with all households who were respondent at Wave 1 and who have not opted out. Interviewers to visit each address a minimum of 6 times, with at least one call in the evening and one at the weekend, before households are considered to be non-responsive. • 30 minute CAPI survey to be conducted with one parent/carers and one child (where possible) at each respondent household • Qualitative follow-up interviews conducted with 32 participants (parents/carers and CYP with SEN) who were respondent at Wave 1 but who refused at Wave 2 		28/02/2021
Final technical report for Wave 2, signed off by the DfE	Final technical report for the SEN Futures Longitudinal Study Discovery Phase		30/04/2021
Final delivery of data and final report accepted by the DfE	Final report for the SEN Futures Longitudinal Study Discovery Phase, including summary of results from Wave 1 and 2 and recommendations regarding the design of full longitudinal study of children and young people with SEN in England		30/05/2021

5 METHODOLOGY

See section (4) above for details of methodology.

6. STAFFING

NatCen / NCB:

- [REDACTED] – Director of Longitudinal Surveys, NatCen
- [REDACTED] – Research Director, NatCen
- [REDACTED] – Senior Researcher, NatCen
- [REDACTED] – Researcher, NatCen
- [REDACTED] – Head of Research and Evidence, National Children’s Bureau

Department for Education:

- [REDACTED] – *SEND, Alternative Provision and Attendance Analysis*
- [REDACTED] – *Head of SEND, Alternative Provision and Attendance Analysis*
- [REDACTED] – *Head of Early Years, Schools and SEND Analysis and Research Division*

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	Likelihood	Impact	Contingencies and countermeasures
<i>Timetable / project management</i>			
Lack of clarity / poor understanding of project objectives	Low	High	<ul style="list-style-type: none"> • Detailed project outline in tender for project • Details of methodology presented at tender interview • Detailed discussion of project requirements with DfE at inception meeting • Detailed discussion of project requirements with the Advisory Group ahead of contract signature • Close working and regular communication with DfE at every stage of the project to ensure a shared understanding • All materials, procedures etc to be signed off by DfE in advance of use • Any discrepancies to be reviewed immediately in order to eliminate possible misunderstandings

Timetable slippage due to DfE processes or external events	Medium	High	<ul style="list-style-type: none"> • Detailed timetable and responsibilities agreed at outset, with contingencies built into timetable • Close monitoring of progress to identify potential slippage early • Early clarification of requirements for obtaining NPD data to ensure this is available as quickly as possible • Agree alternative timescales with DfE from the project outset to accommodate delays, particularly in relation to NPD availability
Timetable slippage due to staff illness or turnover	Low	Medium	<ul style="list-style-type: none"> • High level of resource allocated to meet timescale • Forward planning of resource capacity • Redeploy resource where possible to minimise impact of delays • Specifications for key 'products' to be developed and agreed with DfE (such as the detailed design of the RCTs) • NatCen to utilise its standard 'change control' approach to ensure changes to contract specifications are recorded and agreed • Where staff need to be replaced, DfE will be notified and the team will be reconfigured to ensure the required experience and resourcing is in place
Timetable slippage due to poor project management	Low	High	<ul style="list-style-type: none"> • Detailed timetable and responsibilities agreed at outset, with contingencies built into timetable • NatCen team experienced in managing complex national surveys • Close progress monitoring to anticipate potential issues early Contingencies • Early discussion of any areas of concern with DfE
Lack of communication between DfE and NatCen / NCB	Low	Medium	<ul style="list-style-type: none"> • Collaborative working with DfE throughout the project, with emerging issues promptly flagged so that potential solutions can be discussed and actions agreed • Regular updates by telephone/email to the DfE project manager
Lack of communication between NatCen and NCB	Low	Medium	<ul style="list-style-type: none"> • Collaborative working between NatCen and NCB throughout the project, and with DfE at appropriate points. Project plan developed in collaboration and emerging issues promptly flagged so that potential solutions can be discussed and actions agreed • Regular updates by telephone/email between NatCen and NCB project managers

<i>Fieldwork</i>			
Errors in sample selection	Low	High	<ul style="list-style-type: none"> • Specification by lead statistician with substantial experience of survey sampling • Review by advisory board of overall specification • Detail review of forms by NPD experts at DfE • Two-stage process for specifying and drawing sample
Survey response rates lower than expected	Medium	Medium	<ul style="list-style-type: none"> • Sample design based on realistic, evidence-based response rate assumptions. • Effective and compelling communications. • Close fieldwork monitoring with weekly targets. • A reserve sample for the online survey if response is substantially lower than anticipated (costs allowing)
Survey instruments inappropriate for young people with SEN and parents/ carers	Low	High	<ul style="list-style-type: none"> • Questionnaire development overseen by NatCen's expert Question Design and Testing Hub • Instruments reviewed by NCB experts and advisory groups
Unable to cover fieldwork / slower than expected coverage	Low	Medium	<ul style="list-style-type: none"> • Allocation of committed interviewers at earliest opportunity – ahead of final sample selection • Confirmation of selected sample as soon as possible • Central field project manager assigned to ensure capacity issues are avoided and that immediate interviewers' managers are in regular contact • Close monitoring of performance during fieldwork against coverage targets
Errors in online survey or CAPI programming	Low	High	<ul style="list-style-type: none"> • Detailed testing by research team, including all routing, wording, code lists and instructions against signed-off specification. Tracking of errors, fixing and re-testing through internal issue management system (Redmine) • Checking enabled for DfE for sign off • Checking of early data during fieldwork
Poor quality research design	Low	High	<ul style="list-style-type: none"> • Trials and survey samples designed by experienced statisticians • All survey fieldwork conducted by trained interviewers • Research design overseen by [REDACTED] (Head of Longitudinal Surveys) and [REDACTED] (Head of Methods) at NatCen • Research design informed by Advisory Group comprised of methodological and SEN experts

Respondent harm / distress as a result of survey participation	Low	High	<ul style="list-style-type: none"> • Review of approach, including questionnaire design by NCB reference groups • Training on specific aspects of SEN population characteristics for interviewers • Reference to support lines / groups for participants to access listed in advance materials and available to interviewers to highlight • Standard disclosure protocols at NatCen for informing relevant authorities in the event of concerns over risk of harm consolidated by NCB expertise and option to call back where interviewers have concerns
Reporting and outputs			
Reporting and recommendations inaccurate or inappropriate	Low	High	<ul style="list-style-type: none"> • All outputs will be systematically checked. [REDACTED] (Group Head) will quality assure reports before sending to DfE • Conclusions will be grounded in a strong knowledge of longitudinal surveys, and policy and practice context
Media/public criticism around methods, results etc	Medium	Medium	<ul style="list-style-type: none"> • Close engagement with the DfE to anticipate issues • Engagement with key stakeholders via Advisory Group • Transparent and publicly accessible documentation of study methods, procedures and outputs • Draw on expertise from NatCen, NCB and DfE communications teams in responding to public debate
Data security			
Loss of data	Low	High	<ul style="list-style-type: none"> • Secure back-up systems, based around back-ups at two geographically separate sites, at NatCen in line with clear, robust Business Continuity arrangements
IT Failure/other disaster such as flood/fire etc	Low	High	<ul style="list-style-type: none"> • Secure back-up systems at NatCen, based around back-ups at two geographically separate sites, in line with clear, robust Business Continuity arrangements, including disaster recovery

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 AND CONTRACT REVIEW

The Contractor shall remain in regular contact with the DfE Project Manager by telephone or email in order to provide updates on progress and early notice of any obstacles or risks arising. The Contractor will inform the Department immediately if they are experiencing any financial, administrative, managerial or other difficulties that may hinder or prevent the Contractor from fulfilling their obligations under this Contract.

The Contractor will attend, by phone or in person, quarterly contract review meetings covering progress against agreed milestones, emerging issues and risks and any further issues arising in relation to the contract.

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

Payment milestone	Task completed (see SCHEDULE ONE for detail and outputs)	Cost of task (£)	Date output required	Total payment amount (£)	Payment date
1	Design of a detailed sampling specification for Strand 1 (CAPI randomised control trial) and Strand 2 (Online survey)	██████████	03/05/19	██████████	30/09/2019
	Review project specification with Advisory Group	██████████	10/05/19		
	Questionnaire development: review of existing measures and identification of question gaps	██████████	07/06/19		
	NPD application: Completion of 'Supply of DfE data application form' and associated documents in order to apply for approval to receive National Pupil Database data for the purposes of the project	██████████	26/07/19		
	Draft questionnaire: draft questionnaire (Wave 1, Strands 1 and 2) agreed by the DfE	██████████	26/07/19		
	Design of research tools for cognitive interviews	██████████	20/08/19		
	Design of standard advance letters for Wave 1, Strand 1	██████████	22/08/19		
	Design of Strand 1 fieldwork protocol	██████████	30/08/19		
	Cognitive interviews	██████████	12/09/2019		
	Design of tailored advance letters for Wave 1, Strand 1	██████████	16/09/19		
	Finalising questionnaire for Wave 1, Strands 1 and 2	██████████	19/09/2019		

2	Design of materials for standard interviewer briefing	██████████	30/09/19	██████████	31/12/2019
	Design of materials for advanced interviewer briefing	██████████	30/09/19		
	Design of pre-notification letters for Wave 1, Strand 2	██████████	02/10/19		
	Design of invitation letters for Wave 1, Strand 2	██████████	02/10/19		
	Design of initial reminder postcards for Wave 1, Strand 2	██████████	02/10/19		
	Design of final reminder letters for Wave 1, Strand 2	██████████	02/10/19		
	Programming of Wave 1, Strand 1 CAPI survey and Wave 1, Strand 2 online survey	██████████	28/10/19		
	Delivery of interviewer briefing sessions	██████████	30/10/19		
	Wave 1, Strand 2 survey launched	██████████	25/11/2019		
3	Wave 1, Strand 1 fieldwork	██████████	07/02/2020	██████████	31/03/2020
4	Technical reporting for Wave 1	██████████	29/04/2020	██████████	30/06/2020
	Wave 1 analysis and reporting: data processing, analysis and reporting for Wave 1, Strands 1 and 2	██████████	14/05/2020		

Overview of payment schedule for Wave 2 of the SEN Futures Longitudinal Study Discovery Phase – final details to be confirmed via contract variation as the project develops:

Payment milestone	Task completed (see SCHEDULE ONE for detail and outputs)	Cost of task (£)	Date output required	Total payment amount (£)	Payment date
5	Inter-wave mailings	██████████	15/05/2020	██████████	30/09/2020
	Research design for Wave 2 confirmed and materials signed off by DfE	██████████	31/08/2020		

6	Wave 2 fieldwork complete	██████████	28/02/2021	██████████	31/03/2021
7	Final technical report for Wave 2, signed off by the DfE	██████████	30/04/2021	██████████	30/06/2021
	Final delivery of data and final report accepted by the DfE	██████████	30/05/2021		

Expenditure for the financial year 2019-2020 shall not exceed **£481,819** exclusive of VAT.
Expenditure for the financial year 2020-2021 shall not exceed **£298,006** exclusive of VAT.
Expenditure for the financial year 2021-2022 shall not exceed **£30,000** exclusive of VAT.

Total Project expenditure shall not exceed **£809,825** 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, 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 Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule [4]. The only processing that the Processor is authorised to do is listed in Schedule 4 by the Controller and may not be determined by the Processor.
- 7.2. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 7.3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, 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 Processor 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 Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), 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 Processor 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 Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor 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 Controller 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 Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor 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 Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7.5. Subject to clause 7.6, the Processor shall notify the Controller 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 Processor's obligation to notify under clause 7.5 shall include the provision of further information to the Controller in phases, as details become available.
- 7.7. Taking into account the nature of the processing, the Processor shall provide the Controller 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 Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 7.8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller 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 Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7.9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 7.10. Each party 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 Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;

- (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 Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 7.12. The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 7.13. The Controller 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 Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

8. Departmental Security Standards

- 8.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 8.3. The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 8.4. The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 8.5. Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way

that it is possible to securely delete the data in line with Clause 1.14.

- 8.6 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 8.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 8.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 8.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.
- 8.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.13 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 8.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being

carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

- 8.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 8.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If an ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 8.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.

- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 8.23 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 8.24. The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

9. Warranty and Indemnity

- 9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
- 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
- 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for

the period that such failure continues.

- 9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.
- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.
- 9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

- 10.1. This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.
- 10.2. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
 - 10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

- 10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
 - 10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
 - 10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
 - 10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
 - 10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
 - 10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11. Status of Contractor

- 11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12. Freedom of information

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

comply with its information disclosure obligations.

- 12.2 The Contractor shall and shall procure that its Sub-contractors shall:
- 12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
 - 12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 12.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
- 12.5.1 in certain circumstances without consulting the Contractor; or
 - 12.5.2 following consultation with the Contractor and having taken their views into account;
 - 12.5.3 provided always that where 12.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

13. CONFIDENTIALITY

- 13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 13.3.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

- 13.2 Clause 13 shall not apply to the extent that:
- 13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 12 (Freedom of Information);
 - 13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 13.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 13.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 13.2.5 it is independently developed without access to the other party's Confidential Information.
- 13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
 - 13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
 - 13.6.3 for the purpose of the examination and certification of the Department's accounts; or
 - 13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 13.7 The Department shall use all reasonable endeavours to ensure that any

government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.

- 13.8 Nothing in this clause 13 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
- 13.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.10 Subject to Clause 13.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 13.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 13.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

14. Access and information

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

15. Transfer of Responsibility on Expiry or Termination

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

16. Tax indemnity

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

relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

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

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

17. Amendment and variation

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

18. Assignment and Sub-contracting

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

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

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

20. Waiver

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

21. Notices

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

or, if sent by facsimile transmission, twelve hours after proper transmission.

22. Dispute resolution

- 22.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 22.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 22.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

23. Law and Jurisdiction

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

24. Discrimination

- 24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25. Safeguarding children who participate in research

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

26. Project outputs

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

- 26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from: <https://www.gov.uk/government/publications/eoi-guide>
- 26.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports.
- 26.4 The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department's comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.
- 26.5 Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 13 above. The Contractor shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Department.
- 26.6 Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.
- 26.7 Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

SCHEDULE FOUR

Schedule 4 Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 7.1.
Subject matter of the processing	For the administration of the research project 'SEND Futures Longitudinal Study Discovery Phase'.
Duration of the processing	From the outset of the current contract until the end of the contract (currently 30 th June 2021)
Nature and purposes of the processing	<p>Data shall be processed as follows:</p> <p>Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination of personal and sensitive data on:</p> <ul style="list-style-type: none"> • SEND Futures sample members • SEND Futures sample members' parents (or carers, guardians or persons with legal responsibility for sample members) • SEND Futures sample members' household members • SEND Futures sample members' 'stable contacts' <p>Collected from:</p> <ul style="list-style-type: none"> • SEND Futures sample members • Parents/carers of SEND Futures sample members • Members of the public, strictly in relation to tracking and tracing SEND Futures sample members <p>Disclosed to:</p> <ul style="list-style-type: none"> • Authorised subcontractors specified within this contract.

	<ul style="list-style-type: none"> • Authorised teams within the Department for Education. • Authorised persons or institutions, agreed with the Department, with a legitimate research use for the data in accordance with data protection law. <p>For the purpose of carrying out the research study 'SEND Futures Longitudinal Study Discovery Phase' and carrying out further research and analysis using the data collected through the study.</p>
<p>Type of Personal Data being processed</p>	<p>The primary data subject within the SEND Futures Discovery Phase is the sample member. Additional data subjects are parents of the sample member, other residents in the household in which the sample member lives throughout the duration of the study and sample members' nominated 'stable contact'.</p> <p><u>SEND Future's sample member's personal data:</u></p> <ul style="list-style-type: none"> • Personal contact details (names, address, telephone number, email address) • Name, age, date of birth, ethnicity and gender identification • Individual survey responses on: <ul style="list-style-type: none"> ○ Disability ○ Special Educational Needs ○ Experiences of education ○ Experiences of special educational provision ○ Experiences of transitions between educational settings ○ Happiness, wellbeing and social relationships • Administrative data, where matched, from the National Pupil Dataset, including indicators on special educational needs, disability, ethnicity, FSM status, Looked After Child status and Children in Need status • Survey related administrative data (date, time, length and mode of survey, attempts to contact or recontact and final contact outcome, agreement to continue in study) <p><u>Sample members parent/carer:</u></p> <ul style="list-style-type: none"> • Name and personal contact details • Date of birth and age • Gender identification • Ethnicity • Relationship to sample member • Relationship status • Employment status • House ownership / rental status • Special educational needs • Disability

	<ul style="list-style-type: none"> • Qualifications • Attitudes towards child's education • Survey related administrative data (date, time, length and mode of survey, attempts to contact or recontact and final contact outcome, agreement to continue in study) <p><u>Other individuals in sample member's household</u></p> <ul style="list-style-type: none"> • Name • Address • Gender • Age and / or date of birth • Relationship to sample member <p><u>Stable contacts</u></p> <ul style="list-style-type: none"> • Name • Relationship to sample member • Address • Telephone number • Email address
<p>Categories of Data Subject</p>	<p>Children within the SEND Futures sample, parents/carers of sample members and (to a limited extent) members of their household.</p>
<p>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</p>	<p>Data will be retained until the end of the contract and until after data has been returned to DfE through a secure transfer route for archival, statistical and historic research purposes.</p> <p>After receipt of the data is confirmed by the DfE, the Contractor will destroy their copy of the data in accordance with standards and procedures set out in ISO 27001. Destruction of data will take place within 12 months of receipt of data by the DfE, in order to allow time to investigate data queries.</p>

End of Schedule Four

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

Signature

[Redacted Signature Box]

Name in CAPITALS

[Redacted Name]

Position and Address
Head of Profession for Social Research
Department for Education
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

Date

29/AUGUST/19

Authorised to sign for and on
behalf of the Contractor

Signature

[Redacted Signature Box]

Name in CAPITALS

[Redacted Name]

Position and Address
Director of Finance and
Business Services
35 Northampton Square
London
EC1V 0AX

Date 15th August 2019

