

THIS AGREEMENT is made on 28/08/2018

BETWEEN:-

- (1) **THE SECRETARY OF STATE FOR EDUCATION** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Department**"); and
- (2) **IFF Research** whose registered office is situated at 5th Floor, St Magnus House, 3 Lower Thames Street, EC3R 6HD ("**Contractor**").

RECITALS:-

- (A) The Department and the Contractor entered into a Research Contract dated 23/08/2017 with the Department's reference number of EOR/SBU/2017/028 ("**Original Contract**") for the purposes of delivering an omnibus survey of classroom teachers and senior leaders to gather their views on a wide range of questions covering topics relating to the Department's aims, priorities and policies.
- (B) The Department and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
- (C) The Department's reference number for this Variation Agreement is 01.

IT IS AGREED as follows:-

1. CONSIDERATION

In consideration of each of the parties entering into this Agreement (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Original Contract in accordance with Clause 17.

2. VARIATION OF THE ORIGINAL CONTRACT

2.1 The parties agree with effect from the date of this Agreement the Original Contract shall be varied as set out in Annex 1 attached.

2.2 Subject to the variations set out in Annex 1, the Original Contract shall continue in full force and effect in all respects.

2.3 In addition to the amendments set out in Annex 1, the Original Contract shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in Annex 1 of this Agreement, as if such further amendments were also expressly set out in Annex 1.

2.4 Except as provided in Clause 2.3 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Department because of this Variation Agreement.

3. SEVERABILITY

The provisions of this Agreement are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Agreement.

4. AUTHORITY AND COSTS

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Agreement.

5. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

5.1 Subject to Clause 5.2 below, this Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Agreement.

6. GOVERNING LAW AND JURISDICTION

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts:

EXECUTED by the parties on the first date in this Agreement.

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

Signature

Emily Cattell

Date 28-8-18

Name in Capitals

EMILY CATTELL

Address in full

HEAD OF SOCIAL RESEARCH
FLOOR 2
SANCTUARY BUILDINGS
GREAT SMITH STREET
LONDON
SW1P 3BT

**Authorised to sign for and on behalf of
the Contractor**

Signature

[Redacted Signature]

Date 4/9/2018

Name in Capitals

[Redacted Name]

Address in full

5TH FLOOR
ST MAGNUS HOUSE
3 LOWER THAMES STREET
LONDON
EC3R 6HD

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

All references to Clauses in this Annex 1 are to Clauses in the Original Contract.

- 1 **Parties:** address updated for the contractor
- 2 **Commencement and Continuation:** extend contract completion date to 30th May 2019.
- 3 **Interpretation:** project manager and address updated for the Contractor
- 4 **SCHEDULE 1:**
 - a. **Objectives** shall be amended to include provision for an additional wave (wave 3)
 - b. **Task 1, Wave 2** shall be amended to reflect changes to the selected sample size of senior leaders for wave 2
 - c. **Task 1** shall be amended to include requirements for drawing the school (senior leader) sample for an additional wave (wave 3).
 - d. **Task 2, Wave 2**
 - i. shall be amended to reflect changes to the selected sample size of classroom teachers for wave 2 .
 - ii. shall be amended to acknowledge that a further sample of 300 schools will be drawn from Get Information About Schools who are only asked to provide classroom teacher contact details and not participate in the leader survey.
 - e. **Task 2** shall be amended to include requirements for drawing the teacher sample for an additional wave (wave 3).
 - f. **Task 8,** shall be amended to reflect changes to the response rates expected for the senior leader survey.
 - g. **Output Table** shall be amended to reflect updated timetable for wave 2 and timetable for wave 3
 - h. **Staffing research manager** updated for the Contractor
- 5 **SCHEDULE 2:**
 - a. **Wave 2 Core Costs** shall be amended to reflect the additional mail out costs required for the changes to the selected sample size for senior leaders for wave 2
 - b. **Wave 3 Core Costs** shall be included to reflect costs required for an additional wave (wave 3)
 - c. **Eligible Expenditure for 2018-2019** shall be amended to reflect the additional mailout costs required for wave 2 and expenditure required for wave 3
 - d. **Eligible Expenditure for 2019-20** shall be amended to reflect additional expenditure required for wave 3

- 6 **Total Project Expenditure Core Survey Costs** shall be amended to reflect the additional mail out costs required for wave 2 and expenditure required for wave 3

Parties

Replace:

2) IFF Research whose registered office is Chart House, 16 Chart Street, London, N1 6DD ("the Contractor").

With:

2) IFF Research whose registered office is 5th Floor, St. Magnus House, 3 Lower Thames Street, EC3R 6HD

Commencement and Continuation

Replace:

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 September 2018**.

With:

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 May 2019**.

Interpretation

Replace:

"the Contractor's Project Manager"

██████████ IFF Research, Chart House,
16 Chart Street, London, N1 6DD,
02072503035,
██████████@IFFresearch.com

With:

"the Contractor's Project Manager"

██████████ 5th Floor, St. Magnus House,
3 Lower Thames Street, EC3R 6HD,
02072503035,
██████████@IFFresearch.com

SCHEDULE 1

Objectives

Replace:

To establish and deliver a biannual (2 waves) survey to collect data from a stratified random sample of classroom teachers and senior leaders achieving at least 1,800 responses;

With:

To establish and deliver a biannual (3 waves) survey to collect data from a stratified random sample of classroom teachers and senior leaders achieving at least 1,800 responses;

Task 1: DRAWING THE SCHOOLS (SENIOR LEADER) SAMPLE, Wave 2

Replace:

The Contractor shall draw a sample of at least 1600 schools (and senior leaders) from Edubase, stratified by setting and academy status to achieve 800 senior leader survey completes.

With:

The Contractor shall draw a sample of at least 1681 schools (and senior leaders) from Get Information about Schools, stratified by setting and academy status to achieve 800 senior leader survey completes, split roughly 50/50 between primary and secondary leaders.

Task 1

Include:

Wave 3

The Contractor shall draw a sample of at least 1,681 schools (and senior leaders) from Get Information about Schools, stratified by setting and academy status to achieve 800 senior leader survey completes, split roughly 50/50 between primary and secondary leaders. The Contractor shall be responsible for securing any permissions to access and use sample information; the Department will support as necessary. The Contractor shall send confirmation to the Department by email that the sample has been drawn by a mutually agreed date.

Task 2: DRAWING THE TEACHER SAMPLE, Wave 2

Replace:

The Contractor shall build a sample of at least 3600 teachers through contact with schools sampled for the above, stratified by year group and subject to achieve at least 1000 classroom teacher survey completes.

With:

The contractor shall build a sample of at least 1800 classroom teachers, stratified by year group and subject or key stage to achieve at least 1000 classroom teacher survey completes. The sample shall be built through contact with schools sampled for the leaders survey above and through an additional sample of 300 schools drawn from Get Information About Schools that are only asked to provide classroom teacher details and not participate in the senior leader survey.

Replace:

If the questionnaire is 20 minutes in length, the Contractor will build a sample of at least 3600 classroom teachers to achieve 1000 survey completes. If the questionnaire is 25 minutes in length, the Contractor will build a sample of at least 4,050 classroom teachers to achieve 1000 survey completes.

With:

If the questionnaire is 20 minutes in length, the Contractor will build a sample of at least 1800 classroom teachers to achieve 1000 survey completes. If the questionnaire is 25 minutes in length, the Contractor will build a sample of at least 2100 classroom teachers to achieve 1000 survey completes.

Task 2

Include:

Wave 3

The Contractor shall build a sample of at least 1800 classroom teachers, stratified by year group and subject or key stage to achieve at least 1000 classroom teacher survey completes. The sample shall be built through contact with schools sampled for the leaders survey above and through an additional sample of 300 schools drawn from Get Information About Schools that are only asked to provide classroom teacher details and not participate in the senior leader survey.

Task 8: FIELDWORK

Replace:

If the Contractor achieves a response rate of lower than 50% for the senior leaders survey, the Department shall deduct £1,500 from payment.

With:

If the Contractor achieves a response rate of lower than 47.5% for the senior leaders survey, the Department shall deduct £1,500 from payment.

Output table

Replace existing output table with the following:

Task	Output	Date Required		
		Wave 1	Wave 2 (Approx.)	Wave 3 (Approx.)
TASK 1: DRAWING THE SCHOOLS/SENIOR LEADER SAMPLE	Sample of schools (senior leaders).	w/c 16/10/2017	w/c 02/04/2018	w/c 17/09/2018
TASK 2: DRAWING THE TEACHER SAMPLE	Sample of classroom teachers.	w/c 06/11/2017 - 11/12/2017	w/c 07/05/2018 - 16/07/2018	w/c 29/10/2018 - 28/01/2019
TASK 3: ADVANCE COMMUNICATIONS	Finalised advance communications	w/c 09/10/2017	w/c 23/04/2018	w/c 15/10/2018
TASK 4:	Delivery of first	w/c 04/09/2017	w/c 19/02/2018	w/c 20/08/2018

QUESTIONNAIRE DEVELOPMENT	draft questionnaire from DfE			
	Delivery of questionnaire suitable for cognitive testing	w/c 18/09/2017	w/c 12/03/2018	w/c 10/09/2018
	Delivery of questionnaire suitable for piloting	w/c 02/10/2017	w/c 09/04/2018	w/c 01/10/2018
	Delivery of finalised questionnaire	w/c 30/10/2017	w/c 30/04/2018	w/c 22/10/2018
TASK COGNITIVE TESTING	5: Carry out cognitive testing	w/c 25/09/2017	w/c 19/03/2018	w/c 10/09/2018
TASK 6: PILOTING	Carry out pilot testing	w/c 16/10/2017	w/c 16/04/2018	w/c 08/10/2018
TASK FIELDWORK	7: Fieldwork starts	w/c 06/11/2017	w/c 07/05/2018	w/c 29/10/2018
	Fieldwork ends (leaders) (teachers)	w/c 11/11/2017	w/c 02/07/2018 w/c 16/07/2018	w/c 14/01/2019 w/c 28/01/2019
TASK 8: DATA ANALYSIS AND REPORTING	Delivery of data tables and anonymised/non-disclosive data file in .CSV format		Two working weeks after completion of fieldwork	
	Delivery of powerpoint slides and presentation		Three to six working weeks after completion of fieldwork	
	Delivery of first draft of report		Within 2 working months after completion of fieldwork	
	Delivery of final draft of report		Within 4 working months after completion of fieldwork	
	Delivery 2-page document of publishable quality		Within 2 working weeks after completion of fieldwork	

Staffing

Replace:

[REDACTED]

With:

[REDACTED]

SCHEDULE 2

Wave 2 Core Costs

Replace existing expenditure table with the following:

Project Milestone	Payment Amount	Payment Date
Completion of Tasks 1 - 6: sample of schools and teachers drawn; advance communications drafted and agreed; questionnaire developed and finalised; cognitive testing and piloting.	Payment 4: 30% of Wave 2 costs (excluding any additional costs) = [REDACTED]	30/04/2018
Completion of Task 7: fieldwork completed; at least 800 senior leaders surveys completed; at least 1000 classroom teacher surveys completed.	Payment 5: 40% of Wave 2 costs plus additional [REDACTED] for extra mail out (excluding any additional costs) = [REDACTED]	20/07/2018
Completion of Task 8: data tables, anonymised database, powerpoint presentation and final report (both short and long) delivered (the report does not have to be published to trigger payment for this milestone).	Payment 6: 30% of Wave 2 costs (excluding any additional costs) = [REDACTED]	09/11/2018
Total Costs for Wave 1 with full report (excluding any additional costs) = £86,623		

Wave 3 Core Costs

Include:

Project Milestone	Payment Amount	Payment Date
Completion of Tasks 1 - 6: sample of schools and teachers drawn; advance communications drafted and agreed; questionnaire developed and finalised; cognitive testing and piloting.	Payment 7: 30% of Wave 2 costs (excluding any additional costs) = [REDACTED]	26/10/2018
Completion of Task 7: fieldwork completed; at least 800 senior leaders surveys completed; at least 1000 classroom teacher surveys completed.	Payment 8: 40% of Wave 2 costs plus additional [REDACTED] for extra mail out (excluding any additional costs) = [REDACTED]	01/02/2019
Completion of Task 8: data tables, anonymised database, powerpoint presentation and final report (both short and long) delivered (the report does not have to be published to trigger payment for this milestone).	Payment 9: 30% of Wave 2 costs (excluding any additional costs) = [REDACTED]	24/05/2018
Total Costs for Wave 1 with full report (excluding any additional costs) = £86,623		

Eligible Expenditure for 2018-19

Replace:

Expenditure on the core survey costs for the financial year 2018-2019 shall not exceed £86,057 exclusive of VAT.

With:

Expenditure on the core survey costs for the financial year 2018-2019 shall not exceed £121,272 exclusive of VAT.

Eligible Expenditure for 2019-20

Include:

Expenditure on the core survey costs for the financial year 2019 – 2020 shall not exceed £25,987

Total Project Expenditure Core Survey Costs

Replace:

Total Project expenditure on the core survey costs shall not exceed £173,880 exclusive of VAT.

With:

Total Project expenditure on the core survey costs shall not exceed £260,503 exclusive of VAT.

