



Department for Education

CONTRACT FOR 'Evaluation of the Effectiveness of the Local Authority Support on Sector Improvement, Partners in Practice Sector Improvement Support and Interventions

PROJECT REFERENCE NO: DFERPPU 2018/028

This Contract is dated 1st August 2018

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) Ecorys UK, whose registered office is Albert House, Quay Place, 92-93 Edward Street, Birmingham, B1 2RA ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is **DFERPPU 2018/028**

Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before 31st March 2020.

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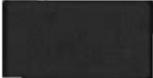
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1. Interpretation

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

	accordingly;
"Controller"	take the meaning given in the GDPR;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Officer"	take the meaning given in the GDPR
"Data Subject"	take the meaning given in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Department Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"DPA 2018"	Data Protection Act 2018
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"ICT"	information and communications technology;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Original Copyright Work"	means the first Copyright Work created in whatever form;

"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Sub-Contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;
"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this;
"Working Day"	any day other than a Saturday, Sunday or public holiday

in England and Wales.

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

SCHEDULE ONE

1. BACKGROUND

Currently, the majority of Local Authority Children's Services are rated as inadequate or requires improvement. Our Interventions, Improvement and Partners in Practice (PiP) programmes work with these LAs in need of additional support to improve their children's services to a point where they are sufficiently protecting children, young people and their families.

- **Intervention** support for LAs that are rated as Inadequate varies depending on the severity of the failure. In the most severe cases a children's services commissioner is put in place to direct immediate improvements and advise whether services should remain under LA control or move to an Alternative Delivery Model, such as a children's services trust or a partnership with another LA. In less severe cases of failure, DfE will appoint improvement advisors to provide support and challenge to the LA (and these range from a single advisor to a large team of advisors within the LA).
- **Improvement** support for LAs not rated as Inadequate consists of: Regional Improvement Alliances (RIA), the DfE Regional Improvement and Support leads and the Local Government Association (LGA) lead member support package. The RIAs¹ will oversee, for example, the completion of LA self-evaluations of their services which are then subjected to peer challenge and ultimately feed into a regional improvement plan that describes how the needs of the region and individual LAs will be met. The DfE Improvement and Support leads will, for example, assist LAs to navigate the various support packages on offer, unblock regional issues, provide support and challenge and ultimately aim to catch LAs 'before they fall' into Inadequate. The LGA package aims to, for example, provide lead members with the skills needed to effectively scrutinise children's social care performance and drive improvement, including through the use of data; and a targeted offer for authorities identified as "at risk" of failure, covering political and corporate leadership.
- There are currently 16 **Partners in Practice (PiP)**. These LAs have been rated Good and above in all Ofsted sub-judgements and are funded to provide a mixed package of improvement support to LAs at risk of failure. On average, PiPs will support to 6-10 LAs including, for example, diagnostic support, bespoke peer support on specific issues, training in their "practice model", staff loans and immersion programmes, staff visits, conferences and workshops.

The models of support have some common features (working with senior leaders, teams of social workers to train/develop staff etc.) and all have the main aim to improve children, young people and family's outcomes. Given these commonalities, we would like to evaluate our Interventions, Improvement and sector-led improvement function of the PiP programme together in this one evaluation.

¹ Membership of RIAs is made up of the LA Directors of Children's Services, the Association of Directors of Children's Services, the LGA and DfE

2. AIMS AND OBJECTIVES

The aim of the study is to compare the impacts across the different improvement and intervention activities and explore the process and implementation issues across these activities.

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

1. To what extent have the improvement and interventions programmes had an impact on LA performance?
2. Which activity/approach/model is most effective at bringing about LA improvement?
 - a. At what cost?
 - b. Over what time period?
 - c. Are there any knock-on effects (specifically disruption) that a model creates to the LA receiving the support?
 - d. Are there any side effects for the LA providing the support?
 - e. How sustainable is the improvement?
3. How does local context affect the success or otherwise of the improvement activity/approach/model? Taking into consideration:
 - a. the underlying conditions in the LA
 - b. implementation issues
 - c. characteristics of the LA and the known enablers of improvement²
4. What is the value for money of each programme?

3. TASKS

SCHEDULE OF WORK

Task	Output	Date Required
Year 1		
Attend inception meeting to: (i) agree programme of work and timetable; and (ii) learn about the policy area via a teach in from DfE policy. Draft topic guide for interviews. Exploratory key stakeholder interviews. Draft topic guide for workshops. First set of workshops with LAs and improvement partners. Scoping of administrative data sources, and their application Evaluation framework development and testing	Presentation to the DfE on scoping findings	8th October 2018

² leadership and governance, strategic approach, workforce, partnership, practice and systems, innovation and improvement and resources

Task	Output	Date Required
Sample frame for qualitative research designed. Selection of LAs for qualitative research. Design letter to LAs. Draft topic guides.	Sample frame for qualitative research with local authorities submitted to DfE	31 October 2018
Design survey questionnaire, programme/script survey questionnaire (online), e-mail invitations sent out, reminder 1, reminder 2.	Wave 1 Local Authority survey completed	1 November 2018
Draft research instruments. Fieldwork with local authorities.	Wave 1 telephone interviews & observations underway	30 November 2018
Draft topic guides. Fieldwork with local authorities.	Preliminary interviews with LA data & performance teams completed	31 December 2018
Design sample frame.	Sample frame for case study research submitted to DfE (15 LAs)	1 November 2018
Produce analysis plan. Undertake analysis.	Administrative data analysis underway (1st phase)	1 December 2018
Undertake analysis.	Initial thematic analysis of evaluation data	28 February 2019
Collect and analyse cost data	Interim economic evaluation analysis completed	30 April 2019
Submit outline of report. Comments from DfE, revisions to draft report, report finalised.	Interim report submitted	31 May 2019
Design survey questionnaire, programme/script survey questionnaire (online), e-mail invitations sent out, reminder 1, reminder 2.	Wave 2 Local authority senior leaders of children's services survey completed	31 October 2019
Draft research instruments. Fieldwork with local authorities.	Wave 2 telephone interviews & observations commence	1 November 2019
Refine analysis plan. Undertake analysis.	Administrative data analysis underway (2nd phase)	1 November 2019
Design research instruments.	Wave 1 in-depth case studies commence	1 December 2019
Submit outline of report. Comments from DfE, revisions to draft report, report finalised.	Final economic evaluation analysis report completed	29 February 2020
Comments from DfE, revisions to draft report, report finalised. SPSS files provided, infographic drafted, infographic finalised.	Submission of final evaluation report, research summary and infographic	31 March 2020

4. METHODOLOGY

This study will use a multi-stage approach drawing on the methodological approaches outlined below. Given the complexity of the evaluation, we have built in a scoping stage. In light of the findings from the scoping stage we will review our methodological approach and might cease elements of the evaluation or change our approach significantly.

The contractor will set up a dedicated email and telephone number for any queries relating to the study and respond quickly to these.

Review of the literature and scoping stage

This will include: a review of relevant literature; clarification of improvement support and formulation of improvement typologies; rapid review of six LAs that have left intervention; a scoping study to explore any anticipated research challenges and to clarify the power and parameters of the evaluation; scope the economic element; and help design a robust study methodology.

This stage incorporates the tasks that are required to complete the scoping stage of the evaluation, prior to finalising the methodology and work programme for the main phase. This stage concludes with a scoping report to the Department in October 2018, and conclusion of the necessary ethics approvals and research governance arrangements for the evaluation.

The main tasks associated with this phase are:

Literature review. The review will aim to consolidate the evidence base for LA sector improvement; building on the Wave 1 IP evaluation outputs, the Rees Centre thematic reports, and the relevant academic research literature.

Scoping of administrative data sources, and their application – the contractor will undertake a desktop review of national data sets (i.e. CiN Census, SSDA 903 and Ofsted inspections data), with attention to the 7/7 outcomes framework. This review will form the basis of a data request to the DfE and the development of a detailed data analytical plan for the main stage evaluation. This exercise will also be used to identify any potential gaps, for which it will be necessary to undertake additional data collection at the main stage using local administrative data and / or survey research. It will be important to distinguish between those outcomes for which we can realistically identify quantitative indicators that can generate comparative data, and those for which we may have to rely on narrative explanations with some potential for comparability, but not to the extent that it would be possible with quantitative data.

- In parallel to these tasks, the contractor will explore the potential for accessing secondary data from the ongoing PiP and IP project evaluations, and the potential format(s), timescales and access permissions for these data during the evaluation period.
- **Mapping and review of LA improvement and intervention programmes** – the contractor will liaise with the DfE and relevant stakeholders to gain further insights to the structure, costs, and activities associated with the principal types of intervention and improvement programmes; the criteria and processes through which support is allocated to LAs from the different sources, and how these are applied. The contractor will also seek to establish how progress is monitored, evaluated and reported upon for each of the interventions – both nationally and locally.
- The contractor will seek to compile a sampling matrix including all LAs within scope, to include:

- LA background characteristics: budgets and expenditure (£ per child, etc.), and socio-demographic characteristics (e.g. IMD / IDACI)
- Intervention characteristics: Ofsted inspection status, LA intervention status, reasons and timescales for intervention(s); and
- Trend data for selected LA performance and outcome measures.
- **Exploratory key stakeholder interviews** – the contractor will conduct a set of 20 semi-structured qualitative interviews with policy and sector stakeholders, including system leaders from a cross-section of LAs that have been supported out of intervention, to gain further insights to their experience of how improvement was achieved, and the necessary resources. These discussions will inform the scope, format, and access requirements for the case studies at the main fieldwork stage.
- **Evaluation framework development and testing** – the scoping tasks will inform the refinement of the evaluation research questions, the development of working hypotheses and typologies for the main study, and a provisional sampling framework for the case study research. They will also provide an opportunity to finalise the economic evaluation model, building on existing work by the Rees Centre and Ecorys from the Wave 1 and 2 IP and PiP evaluations.

The contractor will hold a workshop with DfE officials and convene a virtual workshop with LAs to test the evaluation framework and typologies prior to submission of the scoping report to DfE. The ensuing report will present a full set of costed recommendations for the main study, including a detailed timetable and protocol for ethics committee approval.

Evaluation main stage

Longitudinal on line survey of LAs receiving improvement support

The contractor will undertake a longitudinal survey of senior leaders of children's services within all LAs receiving improvement support ($n=73$). The survey will capture supplementary data on activities, costs and outcomes from LA improvement programmes and interventions, beyond the data that are available from administrative sources. It will also incorporate a set of self-reported measures of organisational effectiveness and capacity for change.

The survey will adopt a longitudinal design, starting with a baseline in October 2018, and with a follow-up interval of +12 months. These standardised points will facilitate aggregation across all responding LAs, to maximise sample sizes. The collection of accurate data on time in intervention will enable us to control for these variations as far as possible within our analyses.

Survey design and piloting

The contractor will develop the online survey questionnaire, which will be piloted. Before each survey wave, the survey will be piloted over the telephone with between three to five senior LA leaders before finalising the script, to ensure questions are suitable across a range of local contexts.

The online survey uses a mix of open and closed questions, and a completion time of 20 minutes. We have also assumed that 70% of the content of the survey is replicated on each wave to measure change over time on key metrics.

- **Baseline online survey** (October 2018) – a short online survey of relevant senior staff from all LAs (aiming to reach an average of three respondents per LA) categorised as Inadequate or Requiring Improvement as of July 2018. The survey will include self-reported data on LA improvement needs and priorities; enablers and inhibitors to improvement; priority outcome measures, and satisfaction with DfE improvement and intervention support provided to date. The contractor will use Likert scales and to capture standardised attitudinal and satisfaction data.

- **Follow-up online survey at +12 months** (October 2019) – the survey will adopt a consistent format, to measure change, views on effectiveness of intervention or improvement programme(s), repeat measures of organisational readiness for change, and reporting on barriers, enablers and costs associated with the different programmes.

Survey recruitment

To promote a high response rate, the DfE will introduce the research and underline the importance of their participation. The contractor will send an advance letter to introduce the research as well as by email. The letter will explain the topics, and give details of how participants can complete the survey, including a link to access the survey.

We have allowed for the survey to be cascaded to relevant senior staff within their teams (e.g. deputy DMCS;). The contractor will aim to achieve an average of 3 responses per LA for each of the two waves.

Comparative research with LAs and improvement partners

The main stage of the evaluation will centre on a programme of research within a purposive sample of LAs experiencing intervention and improvement support. The contractor will use a combination of quantitative and qualitative data collection and analysis, tailored to each LA's support package.

The contractor will ensure sufficient observations for the different types of DfE programmes to ensure meaningful comparative analysis, beyond describing individual cases. The contractor will distinguish between LAs according to their inspection status. The contractor will also ensure coverage of each of the specific types of DfE funded programmes falling within scope for the evaluation.

The contractor will undertake this phase of the main stage of the study with 45 LAs. The data collection and analysis tasks for this element of the study includes:

Qualitative interviews and observations with LAs and improvement teams

The contractor will undertake telephone interviews with two key senior leaders from each of the 45 LAs within the sample for the qualitative research (n=90 in total). These are likely to include the DCS, although respondents will be selected to best fit the local delivery arrangements in each LA. The interviews will be conducted by senior members of the evaluation team, lasting around 45 minutes and adopting a semi-structured format to explore key themes of interest, including:

- a) the context and trajectory of the LA prior to the inspection outcome, and key contributory factors
- b) past experiences of support or intervention, and their effectiveness
- c) the context for the current intervention or improvement programme;
- d) the type and level of support provided, by whom, with whom, and how this was phased
- e) how the support has been received by staff within the LA and partner organisations
- f) positive and negative aspects of external intervention, and how these were managed
- g) perceptions of actual and potential systems, workforce and child outcomes
- h) understanding of how these outcomes were / will be achieved, and with what resources
- i) views on sustainability and transition post-programme

In parallel, the contractor will conduct 30 telephone interviews with representatives from the improvement or intervention teams corresponding with the 45 LAs within our sample. These will include DfE and representatives from other organisations. This strand will also include advisory support provided by the PiPs.

The contractor will attend and observe at a cross-section of (n=10) RIA meetings, to further capture the planning and decision-making processes associated with this model.

The contractor will develop a set of research tools and analytical templates, along with written guidance materials. Briefing arrangements will be undertaken centrally by the evaluation Project Manager. The contractor will cluster the LAs falling within their sample frame and will assign a lead researcher at a senior level, drawing on support from the wider fieldwork team.

The sets of interviews and observations described above will be conducted twice – first immediately following the conclusion of the baseline survey (November – December 2018), and repeated at an interval of 12 months (November – December 2019).

With respondents' consent, all interviews will be digitally recorded, and written-up within a structured analytical template. The use of digital recording will assist with the coding and sorting of potentially large volumes of qualitative data, as well as providing anonymous verbatim quotes for inclusion in the two reports.

In-depth study research

The contractor will use the evidence from the baseline LA senior representative survey and exploratory telephone interviews to identify a sample of 15 LAs for case study research. The case studies will aim to elicit a more detailed, contextualised understanding of improvement processes and outcomes, covering a range of key stakeholders. The sample frame, will include variables such as inspection status; nature and scope of improvement priorities; type of programme/support, time in intervention, and LA characteristics.

The aim of this case studies is to enable a systematic exploration of the evaluation aims and research questions.

The contractor will undertake these visits towards the end of the evaluation period between November 2019 and February 2020, when LA improvement support activities have had the maximum opportunity to embed and take effect.

The following methods will form a common core of data collection for all [n = 15] case study areas:

- **Documentary analysis** – for all case study LAs, the contractor will collate and review pertinent documentation relating to the programme. These documents will be sourced in consultation with the LA senior leadership team, with summary information extracted, tagged and coded, and the information will be used to tailor the topic guides for the qualitative fieldwork (see below).
- **Local workforce surveys** – the contractor will undertake longitudinal online surveys of staff (including a baseline and follow-up survey) within the teams affected by improvement and intervention support in all 15 case study areas, mirroring the timescales for the visit schedule. These surveys will measure change over time for a range of metrics, including staff morale, self-efficacy, and satisfaction with support arrangements. The contractor will use modules from the standardised workforce survey developed by to align with the IP evaluations. Sample estimates will vary per area, but across the 15 LAs we have worked on the basis of an achieved sample of 3,750 staff or 250 per LA on average, allowing for robust quantitative analysis. The contractor will maximise response rate through attention to survey length, accessibility, clarity of information and guidance provided. This will be ensured through piloting. At this stage, the size of the workforce within each case study area is not determined, so the achieved sample size figures are estimates
- **Qualitative fieldwork** – the contractor will conduct visits to each of the 15 case study LAs, undertaking qualitative interviews and focus groups with strategic and operational staff from relevant teams affected by the improvement support (see below). The contractor will also interview members of Children in Care Councils or representatives from other participatory forums. The table below provides an illustration of a 'typical'

schedule, although the precise sets of respondents would vary according to the nature of the intervention.

case study interview schedule

Stakeholders	Data collection (per LA per wave)
a) LA teams and partner organisations	<ul style="list-style-type: none"> • [n=2-3] semi-structured interviews with CSC and EHP service managers • [n= 2-3]semi-structured interviews with other key CSC personnel • [n=1]]focus group(s) with social work teams (6-8 participants) • [n=1] focus group with partner organisations (6-8 participants)
b) Children and families (CSC governance)	<ul style="list-style-type: none"> • semi-structured or small group interview with representatives from the Children in Care Council, or other CYP participatory forums engaged in the LA quality improvement process
c) Improvement personnel	<ul style="list-style-type: none"> • [n=1-2] paired or individual semi-structured interviews with Improvement Advisors, RIA leads, or PIP teams, dependent on LA context

Analysis of national and local administrative datasets

The contractor will analyse available national and local administrative datasets for the evaluation. These datasets include the SSDA903 return focused on Looked after Children, the Children in Need Census and Ofsted data. Historical data for three years prior to the introduction of the policies and support packages being evaluated³ will be included in the analyses. The contractor will develop an analytical plan at the scoping stage of this study.

This strand of work will cover the 45 LAs sampled for comparative research. The methods and analysis to be the same for the 15 LAs that are selected for more in-depth case studies, and the remaining 30 LAs that are not.

There are additional data items that exist at a LA level. The contractor will carry out interviews with the performance management teams and the strategic leads about the datasets that they use routinely use at a local level for strategic and operational purposes. The contractor will explore how these data items and/or data sets relate or potentially overlap with the national administrative datasets. The contractor will negotiate access (via Data Sharing Agreements) to pseudo-anonymised datasets for analysis to explore causality and attribution of outcomes to the different practice models being evaluated.

Economic evaluation

The approach will consist of two distinct yet complementary strands:

1. **Cost-effectiveness analysis:** assessment of the financial costs associated with DfE support against the attributed outcomes. This will enable comparisons with business as usual within LAs, as well as a cross-case comparison between LAs (or clusters).
2. **Cost/resource efficiency analysis:** the contractor will explore the potential to assess the resource associated with select CSC processes, before and after DfE support.

The analysis will focus on the 15 case study areas.

Cost-effectiveness analysis

Cost-effectiveness measures the input or resources required to achieve an outcome. In this context, cost-effectiveness will be judged as the average cost (the 'input') per outcome attributable to the support within each LA.

³ This figure provides sufficient years prior to implementation for comparisons but not too far back as to try to include substantive changes in data items between year

The process the contractor will follow to undertake the cost-effectiveness analysis includes:

Assessment of costs

The contractor will collect cost information across a range of stakeholders and at various phases of the support across LAs. Drawing on the COINS framework costs will be collected under three broad categories:

- a) The costs associated with implementing the intervention
- b) The ongoing costs associated with the intervention and
- c) Where relevant, the costs associated with being part of a pilot programme of activity.

Where necessary the contractor will be necessary to undertake primary research to draw out the full costs (under the categories set out above) of the DfE support. The contractor will develop a costings tool, with accompanying guidance, for LA representatives to complete.

Identification of outcomes

For each case study LA, we will identify a set of relevant outcomes to incorporate in the economic evaluation. Progress against outcomes will be used as a measure of overall improvements in LA performance.

The contractor will factor outcomes into the model at three different levels:

- a) Organisational outcomes;
- b) Workforce outcomes; and
- c) Child and family outcomes.

Additionally, in line with the approach to capturing costs, the timing of outcomes and the beneficiaries (stakeholders) will be taken into account in the contractor's framework. Evidence of progress against outcomes identified for each case study LA will be triangulated from wider research activity.

The contractor will use a dual approach to assessing progress against outcomes. Firstly, the contractor will interrogate local and national administrative data sets for signs of early impacts. Secondly, the contractor will develop causal chains, linking specific elements/activities of the support to immediate/measurable outcomes and longer-term outcomes.

The assumptions and limitations of such causal chains would be based on existing literature and the evidence generated throughout the evaluation – this would be made transparent in reporting and the interpretation of outcomes.

Cost/resource efficiency analysis

At scoping stage, the contractor will also explore the potential for carrying out an analysis of resources allocated to a set of CSC processes, before and after DfE support. For example, assess LAC pathways, using the Cost Calculator, where the nature of the support is targeted at reducing placement instability and/or improved support for reunification. The Calculator would facilitate analyses of different pathways, for different placements, to derive estimates of time/cost savings pre and post-support. The Cost Calculator includes costs based not only on the time/costs associated with finding a new placement, but also the increased social work activity associated with the early stages of each subsequent placement.

This approach has potential to add value to the study by developing an understanding of the cumulative impact of DfE support on CSC efficiency. The contractor would not be looking at improvements on specific outcomes in isolation, rather, developing a wider view of how improvements on multiple outcomes combine to impact on CSC processes.

Fieldwork data management and analysis

The contractor will produce a clear analytical plan for sign-off with Department prior to commencing the more substantive analysis tasks at the final reporting stage.

The contractor will draw upon a range of analytical techniques to interrogate the data:

- The analysis of the national local area datasets will focus on the 7/7 outcomes, along with any other outcome domains identified during the course of the scoping stage, and associated indicators identified. The contractor's analysis will include a descriptive outline of the case study areas and identify any trends over time, using the data both prior to and after the introduction of the intervention. The contractor will also propose to carry out longitudinal analyses, utilising multiple regressions and multi-level modelling to capture nuanced changes in the outcome domains, for example, to explore relationships between child need, the interventions and outcomes. Analyses will be carried out using SPSS and where applicable, M-Plus.
- The contractor will adopt a multi-stage approach towards analysing the qualitative data. This will start with the development of a framework, using codes and themes mapped to the ToR and agreed with the Department. Building on this, the contractor will undertake thematic analysis of the coded data, to draw out key findings. Finally, the contractor will draw upon the individual case study monographs to compare approaches. The results from the separate strands of quantitative and qualitative analysis will be combined through synthesis and triangulation. This process will provide the evidence for testing the theories of change for the case study LAs and for the different types of improvement programmes.
- The assessment will determine the degree to which inputs and activities have led to intended outputs, outcomes and impacts, and how or why this occurred. The contractor will draw on the principles of Contribution Analysis to examine the extent to which the programmes and/or other factors contributed towards the observed outcomes.

Interim and final reporting

The contractor will provide feedback to the case study LAs iteratively to support their development. This could include disaggregated survey data, or summary feedback after each wave of case study research, alongside presentations and workshop discussions for LAs and the Department.

The interim report in summer 2019 will be a concise document providing emerging findings, including evidence from the first wave of quantitative and qualitative data collection and analysis. The final report in March 2020 will include the triangulated evaluation findings, conclusions and recommendations, illustrated with case study examples; summary charts, and anonymised quotes. The contractor will also include a technical appendix with full details of the methodological approach, and highlighting any data limitations and caveats.

Maximising response rates and minimising attrition

The Contractor will work with the Department to gain endorsement/ publicity for the research from local authorities to raise the profile of the study.

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

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

- Using well-worded email invites, which concisely explain the purpose of the study and the importance of taking part.
- Designing a well-presented on-screen questionnaire which is easy to complete (to reduce the number of mid-interview quits). It will also be mobile/laptop friendly and will allow people to complete the survey in more than one sitting.

- Setting up a dedicated email and hotline number for any queries (and responding quickly to these).
- Sending two e-mail reminders to non-responders to the online survey.

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

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

Analysis and Outputs

Qualitative data management and analysis

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

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

Survey analysis

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

Qualitative data management and analysis

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

- A detailed write-up of each interview will be produced using the interview recording/ notes. Researchers will be asked to pull out the key points in bullets at the end of the notes, to help them prepare for the analysis sessions.
- The team will have interim analysis meetings to discuss emerging findings.
- Individual analysis of each discussion will be entered into an analysis framework. This will be structured under headings relating to the objectives – allowing cases to be compared and judgements made about the commonality of experiences.

The framework will contain specific variables to identify subgroup differences. The framework is the starting point for interpretative analysis.

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

Dissemination

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

Outputs

The core outputs from the study will be:

(i) Regular fortnightly progress updates (weekly during fieldwork)

(ii) Evaluation framework and key outcome measures

(iii) PowerPoint pack with overview of findings from the scoping work

(iv) Scoping report and analytical plan for the quantitative study

(v) Five learning workshops with LAs and improvement partners

(vi) Four progress reports for the Advisory Group

(vii) Interim evaluation report and research brief for publication to include all fieldwork and analysis conducted to date, using the Department's Research Report template and style guide.

- This will be a concise findings report of 60-70 pages including an Executive Summary.
- Finalised interim report April 2019 including copies of the research instruments.
- Clean, fully-labelled and coded SPSS dataset for submission to the UK Data Archive.
- A one-page infographic highlighting the key findings.

(viii) Cost-Benefit Analysis analytical report

(ix) Final report and research brief, for publication to include all fieldwork and analysis conducted to date, using the Department's Research Report template and style guide.

- This will be a concise findings report of 60-70 pages including an Executive Summary.
- Finalised interim report March 2020 including copies of the research instruments.
- Clean, fully-labelled and coded SPSS dataset for submission to the UK Data Archive.
- A one-page infographic highlighting the key findings

(x) The Contractor will also produce a set of computer tabulations for the surveys, and a concise technical appendix for the report.

Reports will be proofed and edited by the Project Director, reports and presentations will also

be systematically figure-checked by the research team prior to being sent to the Department. The Project Director, Project Manager and key members of the core team [redacted] will also review the full final internal draft, prior to it being sent to the Department. All reporting outputs will be carefully checked by at least two researchers to ensure respondent anonymity.

Dissemination

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

5. STAFFING

[redacted] will be the overall Project Director with responsibility for ensuring the research meets the Department’s aims and objectives, is delivered on time, and adheres to high quality standards. He will be involved in all stages of the project but in particular in the design of research tools, analysis plans, and reporting. [redacted] will be supported in this role by [redacted]. The overall Project Manager will be [redacted] supported by a team of researchers working across the survey and qualitative strands of the work.

An additional core project team member at Ecorys will be:

- [redacted] who will work across all aspects of the study but will lead on the Economic Evaluation.

The contractor will work with subcontractors/experts in child and family social work at the Rees Centre for Research in Fostering and Education at the University of Oxford, the Hadley Centre for Adoption and Foster Care Studies at the University of Bristol, Ipsos MORI and several freelance associates [redacted]

- [redacted] will lead the Rees Centre’s input and will be involved in the Outcomes Evaluation and Economic Evaluation.
- [redacted] will lead Ipsos MORI’s input and will be involved in the Process Evaluation and Outcomes Evaluation.
- [redacted] will provide quality assurance inputs and advice across all evaluation elements.
- [redacted] will lead the Process Evaluation and will be involved in the Outcomes Evaluation.
- [redacted] will both be involved in the Process Evaluation and Outcomes Evaluation.

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

Staff days	
	TOTAL
Ecorys:	
<redacted>	[redacted]

<redacted>	
University of Oxford:	
<redacted>	
Ipsos MORI	
<redacted>	
<redacted>	
Associate Experts:	
<redacted>	
<redacted>	
<redacted>	
<redacted>	

██████████ will be the Department's project manager.

Project management

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

6. STEERING COMMITTEE

The Project Manager shall set up a Steering Committee for the Project, consisting of representatives from the Department, the Contractor, and any other key organisations whom the project will impact on, to be agreed between the parties. The function of the Steering Committee shall be to review the scope and direction of the Project against its aims and objectives, monitor progress and efficiency, and assess, manage and review expected impact and use of the findings from the Project against an agreed Project Communication Plan, through the standard Department Communication Plan Template. The Committee shall meet

at times and dates agreed by the parties, or in the absence of agreement, specified by the Department. The Contractor's representatives on the Steering Committee shall report their views on the progress of the Project to the Steering Committee in writing if requested by the Department. The Contractor's representatives on the Steering Committee shall attend all meetings of the Steering Committee unless otherwise agreed by the Department.

The Steering Committee will meet at least twice per year (up to a maximum of 5 times over the project). Exact timings to be agreed by both parties.

7. RISK MANAGEMENT

Risk	Risk Level	Impact	Mitigation
Local authorities unwilling to take part in the study	Medium	High	Strong emphasis on dialogue with LAs during evaluation, through workshops and opportunities to share learning. A senior lead in the Department should co-sign the initial letter to LAs requesting their assistance. Communication about the research will emphasise the joint benefits to LAs. The contractor will manage the evaluation process to make it as least burdensome to LAs as possible. Substitution of LAs where necessary.
Lack of comparability between outcome measures for the different interventions	Medium	Medium	Thorough mapping and scoping phase, to model the different types of interventions and their intended effects
Response rates to survey are lower than anticipated.	Medium	Medium	The survey will be carefully explained to secure buy-in. The Contractor will ensure that the online survey introduction makes full use of behavioural levers that encourage participation. Response rates will be monitored regularly.
Newer interventions at a very early stage of implementation	Medium	Low	Scoping stage to determine stage of implementation of LA programmes, and to factor this into case study selection. Use of intermediate outcome measures to identify changes in the medium term, with scope for longitudinal tracking

Risk	Risk Level	Impact	Mitigation
Illness of key personnel or staff leaving	Low	Medium	Both a Project Director and Project Manager will lead the study, which will provide coverage at the head of team for any absence. All members of the team will be kept up to date of progress so able to take responsibility for managing the project at any stage.
Not completing the reporting on time	Low	Medium	Having a large team on the study. Agreeing data specifications and key sub-groups for analysis during fieldwork, and report structure in advance with the Department. The key staff assigned to the project will all contribute to analysis and report writing.

8. DATA COLLECTION

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

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

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

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

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

9. CONSENT ARRANGEMENTS

The Department and the contractor shall agree in advance of any survey activity taking place the consent arrangements that shall apply for each of the participant groups. All participants should be informed of the purpose of the research, that the Contractor is acting on behalf of the Department and that they have the option to refuse to participate (opt out). Contact details should be provided including a contact person at the Department. Children who are 16 or over will usually be able to give their own consent but even where this is so, the Contractor, in

consultation with the Department, should consider whether it is also appropriate for parents, guardians or other appropriate gatekeepers (e.g. schools, Local Authorities) to be informed when a child has been invited to participate in research.

10. PROJECT COMMUNICATION PLAN

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

End of Schedule One

SCHEDULE TWO
Eligible expenditure

1

- 1.1 The Department shall reimburse the Contractor for expenditure incurred for the purpose of the Project, provided that:-
- (a) the expenditure falls within the heading and limits in the Table below; and
 - (b) the expenditure is incurred, and claims are made, in accordance with this Contract.
- 1.2 Regular update reports provided by the Contractor will be used to mitigate the risk that the research study may not be able to recruit sufficient numbers of participants to make the study feasible. Progress against the sample size and response rate estimates set out in this contract will be reviewed regularly and contingency measures discussed. The Department will decide whether sufficient numbers have been achieved at each wave to merit continuing with the work. If the numbers fall short of the estimates set out in this contract, the project may be subject to early termination. There will be a break clause at the end of March each year, before which the Contractor and the Department will review the sample sizes and planned approach for the next year. Any resulting changes to the contract (including to the term of the contract) will be dealt with via contract variations to be agreed in writing by both parties.

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

Table of payments

Project Milestone	Payment Amount £ excluding VAT	Payment Date
Presentation to the DfE on scoping findings	████████	████████
Preliminary interviews with LA data & performance teams completed	████████	████████
Initial thematic analysis of evaluation data	████████	████████
Interim economic evaluation analysis completed	████████	████████
Interim report submitted	████████	████████
Wave 2 senior leaders of children's services survey completed	████████	████████
Final economic evaluation analysis report completed	████████	████████
Submission of final evaluation report	████████	████████

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

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

Total Project expenditure shall not exceed £554460 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 and copies of invoices and receipts shall be emailed to the Project Manager. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9 On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.
- 10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects specified as in Schedule 1.
- 11 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule Two

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:
 - 6.2.2 to exercise all rights of a similar nature as those described in Clause 6.2.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world
- 6.3 The Contractor now undertakes to the Department as follows:
 - 6.3.1 not to assign in whole or in part the legal or beneficial title in any Copyright to any person, firm or company without the prior written consent of the Department the granting of which consent shall be at its absolute discretion.
 - 6.3.2 to procure that the Contractor is entitled both legally and beneficially to all Copyright.
 - 6.3.3 to record or procure the recording on each and every Copyright Work the name of the author or authors and the date on which it was created and retain safely in its possession throughout the duration of the Copyright all Original Copyright Works.
 - 6.3.4 in respect of the Original Copyright Works to:
 - 6.3.5 supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and
 - 6.3.6 allow inspection by an authorised representative of the Department on receiving reasonable written notice;
 - 6.3.7 to take all necessary steps and use its best endeavours to prevent the infringement of the Copyright by any person, firm or company which shall include an obligation on the part of the Contractor to commence and prosecute legal proceedings for any threatened or actual infringement where there is a reasonable chance of success and account to the Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.
 - 6.3.8 to waive or procure the waiver of any and all moral rights (as created by chapter IV of the Act) of authors of all Copyright Works

be waived; and

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

6.4 The Contractor now warrants to the Department that all Works:

6.4.1 will not infringe in whole or in part any copyright or like right or any other intellectual property right of any other person (wheresoever) and agrees to indemnify and hold harmless the Department against any and all claims, demands, proceedings, damages, expenses and losses including any of a consequential nature arising directly or indirectly out of any act of the Department in relation to any Work, where such act is or is alleged to be an infringement of a third party's copyright or like right or other intellectual property rights (wheresoever).

6.5 The warranty and indemnity contained in Clause 6.4.1 above shall survive the termination of this Contract and shall exist for the life of the Copyright.

7. Data Protection Act

7.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 4 by the Department and may not be determined by the Contractor.

7.2. The Contractor shall notify the Department immediately if it considers that any of the Department's instructions infringe the Data Protection Legislation.

7.3. The Contractor shall provide all reasonable assistance to the Department in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Department, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

7.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 4, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Department before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Department or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Department has been obtained and the following conditions are fulfilled:

- (i) the Department or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Department;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Department in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data;
 - (e) at the written direction of the Department, delete or return Personal Data (and any copies of it) to the Department on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.
- 7.5. Subject to clause 7.6, the Contractor shall notify the Department immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 7.6. The Contractor's obligation to notify under clause 7.5 shall include the provision of further information to the Department in phases, as details become available.
- 7.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as

possible within the timescales reasonably required by the Department) including by promptly providing:

- (a) the Department with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Department to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Department, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Department following any Data Loss Event;
- (e) assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.

7.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- (a) the Department determines that the processing is not occasional;
- (b) the Department determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

7.9. The Contractor shall allow for audits of its Data Processing activity by the Department or the Department's designated auditor.

7.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

7.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:

- (a) notify the Department in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Department;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and

(d) provide the Department with such information regarding the Sub-processor as the Department may reasonably require.

- 7.12. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 7.13. The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 7.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Department may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

8. 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 that conform to ISO 22301 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 a ISO 22301 certificate is not available the supplier will provide

evidence of the effectiveness of their ISO 22301 conformant 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.

10.6 There will be a break clause at the end of the scoping stage, at which time the Contractor and the Department will review the feasibility of continuing the study. Any resulting changes to the contract (including to the term of the contract) will be dealt with via contract variations to be agreed in writing by both parties.'

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 Contractor's employees.

15. Transfer of Responsibility on Expiry or Termination

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

16. Tax indemnity

- 16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5 The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2

above or why those Clauses do not apply to it;

- (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
- (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.

16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

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

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

17. Amendment and variation

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

18. Assignment and Sub-contracting

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

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

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

20. Waiver

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

21. Notices

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

22. Dispute resolution

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

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

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

23. Law and Jurisdiction

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

24. Discrimination

24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25. Safeguarding children who participate in research

25.1 The Contractor will put in place safeguards to protect children from a risk of significant harm which could arise from them taking part in the Project. The Contractor will agree these safeguards with the Department before commencing work on the Project.

25.2 In addition, the Contractor will carry out checks with the Disclosure and Barring Service (DBS checks) on all staff employed on the Project in a Regulated Activity. Contractors must have a DBS check done every three years for each relevant member of staff for as long as this contract applies. The DBS check must be completed before any of the Contractor's employees work with children in Regulated Activity. Please see <https://www.gov.uk/crb-criminal-records-bureau-check> for further guidance.

26. Project outputs

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

26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from: <https://www.gov.uk/government/publications/eoi-guide>

26.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports.

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

End of Schedule Three

Schedule 4 Processing, Personal Data and Data Subjects

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

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The subject matter of the processing will be the delivery of children's social care services by local authorities. A key aim of the research is to compare the impacts across the different improvement and intervention activities and explore the process and implementation issues across these activities.
Duration of the processing	<p>The data will be processed on an ongoing basis between September 2018 and March 2020. Personal contact data will need to be securely retained for those respondents who agree to be re-contacted, in order to enable tracking over time.</p> <p>The survey data will be anonymised for analysis purposes (i.e. it will retain a unique sample identifier to enable longitudinal analysis, but the data-file itself will not contain names, addresses or other contact details).</p>
Nature and purposes of the processing	<p>The nature of the processing will involve collecting and storing data for analysis purposes, and collecting and storing data for the purpose of contacting those respondents who agree to re-contact, to keep in touch with them about the study between fieldwork waves, and to then invite them to take part in the study at its next stage of fieldwork. Participants will only be re-contacted if they have explicitly agreed to this and have provided their contact details for this purpose.</p> <p>Survey data and qualitative data collected during fieldwork will be anonymised in the analysis file (i.e. names, addresses and other contact information removed). Sample contact details (names, addresses, email, phone number) will be stored separately from the survey responses.</p> <p>The purpose of the processing is to conduct research on behalf of the Department to compare the impacts across the different improvement and intervention activities and explore the process and implementation issues across these activities.</p>
Type of Personal Data	<p>Name, address, telephone number(s), email address(es)</p> <p>The above will be collected in order to invite participants to take part in the research. Personal contact details will be stored by the Contractor separately from the survey data file in a secure job folder to which only the project team and IT staff will have access.</p>

<p>Categories of Data Subject</p>	<p>Staff in local authorities A range of key stakeholders, for example ADCS and LGA and members of Children in Care Councils or representatives from other participatory forums.</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>How long the Contractor will keep data is separated into two categories. CONFIDENTIAL (broadly, regular Job folders) and RESTRICTED (broadly, Secure Files job folders) which includes any files containing personally identifiable information. Data retention is governed by this classification. Confidential data is included as part of the Contractor’s general Business Continuity procedures by way of daily incremental backups (backups are encrypted in transit and at rest). A backup period covers one calendar month after which a new backup set will be established. The previous backup sets will be retained for 12 months, for archival purposes and for potential data recovery requests which extend beyond a previous months archives. All data backups are fully indexed. Maintaining file, file contents search capability via backup application interface. Backups are accessible only by the Contractor’s IT administrative staff, with access governed by the Head of IT. Restricted data backups are handled separately to general Business Continuity procedures. Broadly speaking similar processes surround the backup processes. The backups are accessible only by the Head of IT and data recovery procedures are subject to restricted data access controls (with data controller authority) as detailed below. RESTRICTED data is stored encrypted, in a restricted area of the Contractor’s system and subject to access controls. A data controller (Research Manager) manages access rights based on the principle of least privilege, with access right grants and revokes on demand. The entire process of restricted data access is in addition to controls, audited down to file level for who did what and when. CONFIDENTIAL data is accessible only via an authorised logon accounts. Data destruction principals follow guidelines issued via DoD 5220.22-M. Depending on the task at hand (determined by the granularity of the data in question) two data sanitisation applications will be employed. Microsoft SDELETE (for file level deletion demands) and Active@ ZDelete for broader (folder\sub-folder or volume) deletion demands. Survey data transferred as outputs to the Department / the Data Archive will be anonymised and transferred using a secure FTP site.</p>

End of Schedule Four

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

Signature

[Redacted Signature]

Name in CAPITALS

[Redacted Name]

Position and Address

[Redacted Position and Address]

Date

1st August 2018

Authorised to sign for and on
behalf of the Contractor

Signature

[Redacted Signature]

Name in CAPITALS

[Redacted Name]

Position and Address

[Redacted Position and Address]

Date

1st August 2018

