



Department for Education

CONTRACT FOR RESEARCH TO UNDERSTAND PROGRESS DURING THE 2020/21 ACADEMIC YEAR PROJECT REFERENCE NO: DFERPPU 20-21/016

This Contract is dated **Tuesday 15th September 2020**.

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) Renaissance Learning UK Ltd whose registered office is 14th Floor, South Quay Building, 189 Marsh Wall, London, E14 9SH ("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 20-21/016**.

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 **Friday 15th October 2021**.

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1. Interpretation

1.1 In this Contract the following words shall mean:-

"the Project"	the project to be performed by the Contractor as described in Schedule One;
"the Project Manager"	<div>██████████</div> 2 St Pauls Place, 125 Norfolk Street, Sheffield, S1 2FJ <div>██████████</div> <div>██</div>
"the Contractor's Project Manager"	<div>████████████████████</div> 14th Floor, South Quay Building, 189 Marsh Wall, London, E14 9SH <div>████████████████████</div> <div>██</div>
"the Act and the Regulations"	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"BPSS" "Baseline Personnel Security Standard"	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further Information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard ;
"CC" "Common Criteria"	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria;
"CCP" "Certified Professional"	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional ;
"CCSC" "Certified Cyber Security Consultancy"	is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website:

<https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy>;

"Commercially Sensitive Information"	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
"Contracting Department"	any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
"Controller"	take the meaning given in the GDPR;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"CPA" "Commercial Product Assurance" [formerly called "CESG Product	is an 'information assurance scheme' which evaluates commercial off the shelf (COTS) products and their developers against published

Assurance"]	security standards. These CPA certified products Can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa ;
"Crown Body"	any department, office or agency of the Crown;
"Cyber Essentials" "Cyber Essentials Plus"	Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme; There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers https://www.iasme.co.uk/apply-for-self-assessment/ ;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Officer"	take the meaning given in the GDPR;
"Data Subject"	take the meaning given in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any

	of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department's Data" "Department's Information"	is any data or information owned or retained in order to meet departmental business objectives and tasks, including: (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Controller;
"DfE" "Department"	means the Department for Education;
"Department Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver;
"Digital Marketplace/GCloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT Health checks) are on the G-Cloud framework;
"DPA 2018"	Data Protection Act 2018;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;

"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Good Industry Practice" "Industry Good Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Good Industry Standard" "Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications ;
"HMG"	means Her Majesty's Government;
"ICT"	means Information and Communications Technology (ICT) used as an extended synonym for Information Technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom);
"ISO/IEC 27001" "ISO 27001"	is the International Standard describing the Code of Practice for Information Security Controls;
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls;
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on the IT system;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);

"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties;
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG Is the UK government's National Technical Authority for Information Assurance. The NCSC website is http://www.ncsc.gov.uk ;
"OFFICIAL" "OFFICIAL SENSITIVE"	<p>the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;</p>
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate,

	investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unusable. Secure sanitisation was previously covered by "Information Assurance Standard No.5 – Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can be found at:</p> <p>https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media;</p> <p>The disposal of physical documents and hardcopy materials advice can be found at:</p> <p>https://www.cpni.gov.uk/secure-destruction;</p>
"Security and Information Risk Advisor" "CCP SIRA" "SIRA"	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:</p> <p>https://www.ncsc.gov.uk/articles/about-certified-professional-scheme;</p>
"SPF" "HMG Security Policy Framework"	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.</p> <p>https://www.gov.uk/government/publications/security-policy-framework;</p>
"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 Contract or any part of it;
- "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

COVID-19 has caused disruption to the education of pupils in England. The Department for Education (the Department) is seeking to better understand the quantitative impact of this disruption on attainment and progress of pupils during the next academic year.

School is the best place for children and young people to learn, and disruption to schooling is likely to have led to missed learning, especially for those who face additional barriers or disadvantages. Understanding the scale of missed learning, its drivers, and how it is recovered over the next academic year is a key research priority for the Department to inform strategic policy for supporting the school system.

To support all children and young people to catch up, the government has announced a £1 billion package for the academic year 2020/21. This includes a one-off universal £650 million catch-up premium for the 2020/21 academic year to ensure that schools have the support they need to help all pupils make up for lost teaching time. This funding will be allocated to all schools on a per pupil or per place basis, and school leaders will have discretion over how to use this funding to best support the needs of their students. The government's plan is for all pupils, in all year groups, to return to school full-time from the beginning of the Autumn term.

Against this backdrop, the Department is commissioning data collection and research to help understand the quantitative impact of lost time in education on children's academic development (as measured by assessment results), as well as how learning recovers during the next academic year.

All data collection associated with this contract will be used exclusively for research and evaluation purposes to inform how best the Department supports the sector to recover from disruption caused by COVID-19. Any data collected from a sample of schools in the course of this research definitively cannot and will not be used for accountability purposes.

2 AIMS

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

- To provide a view beyond what will be available from the results of statutory assessments such as national curriculum assessments, GCSEs and A-levels.
- To help the Department understand the baseline starting point of pupils on their return to school in the Autumn term, and the progress that children make during the 2020/21 academic year.
- To help the Department to understand how the progress that children make during the 2020/21 academic year maps on to the progress made by previous cohorts.

3 OBJECTIVES

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

- Research Question 1: What has been the impact of COVID-19 and the associated lost learning time on the educational attainment and progress of children and young people, relative to previous cohorts?
- Research Question 2: Given their starting point, what progress are pupils making during the course of the 2020/21 academic year in their educational attainment and progress? How does this compare to previous years?

Across both research questions, the Contractor shall use all reasonable endeavours to:

- Express the scale of the impact of time out of school as a 'common metric'.
- Understand how impacts differ across subjects by comparing data and analysis from Star Reading and Star Mathematics Assessments.
- Understand how impacts differ across sub-groups of children.
 - Raw data should allow for analysis of school-level characteristics including (but not limited to):
 - national curriculum year group
 - regionality
 - school type
 - school history
 - school phase
 - NPD matched data should allow for analysis of key pupil characteristics

including (but not limited to):

- pupil gender
 - whether the pupil is known to be eligible for free school meals (FSM)
 - whether the pupil is known to have been persistently eligible for free school meals (FSM) during their time in school
 - the pupil's ethnic group
 - whether the pupil has English as an additional language and the length of time spent in the school system in England
 - whether the pupil has an identified special educational need or disability (SEND) and the level of support received
 - looked after/children in need (CiN) status
- Identify and understand the main school-level factors driving any impact on attainment and any subsequent improvement or recovery. This will be done by analysing data from a survey of Star customers. This survey will be designed and delivered during the 2020/21 academic year. This survey will look to identify key patterns, including (but not limited to):
 - how schools have identified the scale of lost learning / which pupils require the most support.
 - the planned response to recovery by schools and how this varies.
 - awareness of the catch-up premium and how the funds have been spent.
 - which interventions seem to have the greatest assessment impact.

4 TASKS / METHODOLOGY

Overview

The Contractor will endeavour to answer the research questions stated in the section (3) using the following means of data collection and analysis:

- The Contractor will answer RQ1 by collecting 2 rounds of Autumn baseline assessment data and comparing the performance of the current cohort with 3 years of historic data.
- The Contractor will answer RQ2 by collecting data from 2 further assessment points (in Spring and Summer) and comparing the rate of progress between these assessment points to that from 3 years of historic data.

The Contractor will provide Interim Reports following each assessment point. The contents of each Interim Report should focus on the data and findings from each assessment point and should not provide a narrative or look to pull out causality to ensure that an impartial approach to the research is maintained. A Final Report will be written by Department analysts after all four assessment points have been completed, which will pull together the information from all Interim Reports provided by the Contractor. The Contractor will have the ability to review and comment on this report before it is published to gov.uk.

Sample size and representativeness

The Contractor will use data from its existing sample to conduct this research. Given that the Contractor has a larger existing sample for Star Reading Assessments, these assessments will form the basis of this research. Data from Star Maths Assessments will also be included in this research using the same methodology to provide the ability for analysis to look at differences by subject.

The Contractor will use its full existing sample size to answer RQ1. The Contractor expects sample size in the Autumn term and throughout the 2020/21 academic year to be comparable to that of previous cohorts.

Given the unique circumstances in which this research is taking place, if there is a significant drop in sample size this academic year, both parties (the Contractor and the Department) will enter into discussions to determine whether the research can still feasibly meet its objectives.

If the Contractor finds that the sample is not representative when compared with the wider pupil population, a weighting strategy will be adopted dependent on the inconsistencies raised.

The Contractor will select a sub-sample of its overall existing sample to answer RQ2 once Autumn term assessment has been completed. This sub-sample will only include schools which meet the following criteria:

- The Contractor must hold considerable comparable historic data for the customer over the past 3 years.
- The customer must participate in assessments at the same point in all years for which the Contractor has comparable data.

TASK 1: PROJECT SETUP

Task 1A: Project Inception and Management

The Contractor shall use all reasonable endeavours to inception and provide continued management of this research project. This shall encompass:

- The Contractor to attend an inception meeting once the contract has been awarded and signed. This will be organised by the Department and should be attended by all relevant parties.
- The Contractor to produce a Project Initiation Document following the project inception meeting with the Department.
- The Contractor and the Department to complete the relevant application forms to access NPD data through the ONS Secure Research Service.
- The Contractor to provide the Department with weekly updates (via a conference call and written summary of the update discussion) on the progress of the project, maintain a live risk register, and liaise with the Department's Project Manager to ensure the project proceeds at pace. These meetings will take place on a weekly basis, running from September 2020 to August 2021. Where appropriate, these meetings should also provide updates on the following:

- Sample size and representativeness.
- Survey preparation, delivery and response rates.
- Key trends or changes in testing behaviour.
- The Contractor and the Department to create and distribute a supplementary privacy notice to Star customers to inform them of this research.

Task 1B: Historic Data Collection

The Contractor will use all reasonable endeavours to extract historical Star Assessment data ready for immediate comparison and analysis. The Contractor will extract historic Star Assessment data from the following academic years: 2017/18, 2018/19 and 2019/20. The Contractor will extract historical data from Star Reading and Star Maths Assessments and should ensure that data is extracted from all four assessment points (Autumn 1, Autumn 2, Spring 1, and Summer 1). The Contractor will compare the four data extracts from the 2020/21 academic year with the historic data from the same points in these previous years. This will form the basis of the analysis required to answer the research questions specified in section (3).

Task 1C: Survey Preparation

The Department, or those acting on its behalf, will use all reasonable endeavours to devise a survey which will be distributed to Star customers during the 2020/21 academic year. Where possible and applicable, the Contractor should align this survey to match the timescales of complementary qualitative Departmental research which is anticipated to take place during the course of this contract.

The survey should adhere to the following:

- The survey is voluntary in nature.
- The survey is pre-populated wherever possible and appropriate.

If required, the Contractor will have the opportunity to alter the length of the survey before it is distributed to Star customers, to minimise the burden on schools.

TASK 2: BASELINE DATA COLLECTION AND ANALYSIS

This data collection and analysis will be used to answer RQ1 by providing a view as to how current cohorts are performing compared to how we would expect them to perform based on historic data.

Given the nature of these assessments, the specific assessment dates within each school will be determined at a school level.

The Contractor will compare these four data extracts with historical data from the same points in previous academic years (2017/18, 2018/19, 2019/20).

Task 2A: Collection and Analysis of Baseline Data – Autumn 1

The Contractor will use all reasonable endeavours to conduct the following data collection and analysis of baseline assessment data during the Autumn term. This shall encompass:

- The Contractor to collect a first round of Star Reading and Star Maths Assessment data for all cohorts (years 1 – 11), referred to as Autumn 1. This will provide the first round of data which will form the basis of the analysis to answer RQ1.

- The Contractor to analyse Autumn 1 Star data to answer RQ1. This first piece of analysis will take place before data is matched to the NPD. As a result, this analysis will be limited to initial school-level analysis from the raw data.
- The Contractor to provide the Department with an Interim Report (Interim Report 1A) of key findings from initial data collection and analysis before matching to the NPD has taken place.
- The Contractor to provide the Department with the raw pupil-level Star data from Autumn 1. The Department will then use all reasonable endeavours to match this data to the National Pupil Database (NPD). The Department will share resulting matched data with the Contractor to allow for the analysis of pupil-level characteristics (as set out in section 3). The data will be matched by the Department using suitable identifiers provided by the Contractor, with UPNs where possible, and alternative data points where pupils do not have UPNs inputted.
- The Contractor to carry out a second round of analysis on the Autumn 1 Star data once matching to the NPD has taken place. Where possible, the Contractor will provide analysis at year group level, but due to the number of breakdowns being examined, some pooling of year groups may be necessary. If this is required, the Contractor will agree the strategy for sample pooling with the Department.
- The Contractor to provide the Department with an updated version of Interim Report 1A (Interim Report 1B) which will include additional findings based on the analysis of NPD matched data.
- The Contractor and the Department to take part in a steering group (Steering Group 1) to discuss the Interim Report (Interim Report 1B). This will allow the Contractor to present key findings to the Department and provide the opportunity for staff in the Department to ask questions about the research methodology and findings.

Task 2B: Collection and Analysis of Baseline Data – Autumn 2

The Contractor will use all reasonable endeavours to conduct the following data collection and analysis of baseline assessment data during the Autumn term. This shall encompass:

- The Contractor to collect a second round of Star Reading and Star Maths Assessment data for all cohorts (years 1 – 11), referred to as Autumn 2. This additional round of data collection will account for schools who may choose to delay their baseline assessments in 2020. This will provide the second round of data which will form the basis of the analysis to answer RQ1.
- The Contractor to provide the Department with the raw pupil-level Star data from Autumn 2. The Department will then use all reasonable endeavours to match this data to the National Pupil Database (NPD). The Department will share resulting matched data with the Contractor to allow for the analysis of pupil-level characteristics (as set out in section 3). The data will be matched by the Department using suitable identifiers provided by the Contractor, with UPNs where possible, and alternative data points where pupils do not have UPNs inputted.
- The Contractor to carry out analysis on the Autumn 2 Star data once matching to the NPD has taken place. Where possible, the Contractor will provide analysis at year group level, but due to the number of breakdowns being examined, some pooling of year groups may be necessary. If this is required, the Contractor will agree the strategy for sample pooling with the Department.

- The Contractor to provide the Department with a second Interim Report (Interim Report 2) based on this analysis.
- The Contractor and the Department to take part in a steering group (Steering Group 2) to discuss the Interim Report (Interim Report 2). This will allow the Contractor to present key findings to the Department and provide the opportunity for staff in the Department to ask questions about the research methodology and findings.

TASK 3: SURVEY DATA COLLECTION AND ANALYSIS

To provide further insight into lost learning and to improve the ability for this research to inform future policy interventions, the survey will be distributed to Star customers to gather information about how schools responded to lockdown and to improve understanding of the factors driving recovery of lost learning.

Task 3A: Survey Data Collection and Analysis

The Department, or those acting on its behalf, shall use all reasonable endeavours to distribute the following survey and complete the associated data collection and analysis. This shall encompass:

- The survey to be distributed to Star Customers.
- The collection of survey data.
- Where applicable, the Contractor to share survey data with the Department to complement wider qualitative Departmental research which is anticipated to take place during the course of this contract.
- The analysis of survey data. Where possible this analysis should like survey data responses to baseline and progress assessment data to allow for a more in-depth analysis.
- The reporting of the analysis of survey data.

The specific parties responsible for the delivery of the tasks and outputs stated within Task 3, along with the timescales associated with their delivery, will be determined by the Contractor and the Department at a later date. As a result, Task 3 is not included in the Schedule of Work stated later in Schedule 1.

TASK 4: PROGRESS DATA COLLECTION AND ANALYSIS

This data collection and analysis will be used to answer RQ2 by providing a view as to how current cohorts are progressing compared to how we would expect them to be progress based on historic data.

Task 4A: Collection and Analysis of Progress Data – Spring 1

The Contractor will use all reasonable endeavours to conduct the following data collection and analysis of progress assessment data during the Spring term. This shall encompass:

- The Contractor to collect a third round of Star Reading and Star Maths Assessment data for all cohorts (years 1 – 11), referred to as Spring 1. This will provide the first round of data which will form the basis of the analysis to answer RQ2.
- The Contractor to provide the Department with the raw pupil-level Star data from Spring 1. The Department will then use all reasonable endeavours to match this data

to the National Pupil Database (NPD). The Department will share resulting matched data with the Contractor to allow for the analysis of pupil-level characteristics (as set out in section 3). The data will be matched by the Department using suitable identifiers provided by the Contractor, with UPNs where possible, and alternative data points where pupils do not have UPNs inputted.

- The Contractor to analyse Spring 1 Star data once matched to the NPD. Where possible, the Contractor will provide analysis at year group level, but due to the number of breakdowns being examined, some pooling of year groups may be necessary. If this is required, the Contractor will agree the strategy for sample pooling with the Department.
- The Contractor to provide the Department with a third Interim Report (Interim Report 3) which will provide the first data and findings associated with RQ2.
- The Contractor and the Department to take part in a steering group (Steering Group 3) to discuss the Interim Report (Interim Report 3). This will allow the Contractor to present key findings to the Department and provide the opportunity for staff in the Department to ask questions about the research methodology and findings.

Task 4B: Collection and Analysis of Progress Data – Summer 1

The Contractor will use all reasonable endeavours to conduct the following data collection and analysis of progress assessment data during the Summer term. This shall encompass:

- The Contractor to collect a final round of Star Reading and Star Maths Assessment data for all cohorts (years 1 – 11), referred to as Summer 1. This will provide the second round of data which will form the basis of the analysis to answer RQ2.
- The Contractor to provide the Department with the raw pupil-level Star data from Summer 1. The Department will then use all reasonable endeavours to match this data to the National Pupil Database (NPD). The Department will share resulting matched data with the Contractor to allow for the analysis of pupil-level characteristics (as set out in section 3). The data will be matched by the Department using suitable identifiers provided by the Contractor, with UPNs where possible, and alternative data points where pupils do not have UPNs inputted.
- The Contractor to analyse Summer 1 Star data once matched to the NPD. Where possible, the Contractor will provide analysis at year group level, but due to the number of breakdowns being examined, some pooling of year groups may be necessary. If this is required, the Contractor will agree the strategy for sample pooling with the Department.
- The Contractor to provide the Department with a final Interim Report (Interim Report 4) which will provide additional data and findings associated with RQ2.
- The Contractor and the Department to take part in a steering group (Steering Group 4) to discuss the Interim Report (Interim Report 4). This will allow the Contractor to present key findings to the Department and provide the opportunity for staff in the Department to ask questions about the research methodology and findings.

TASK 5: FINAL REPORT

To provide a holistic insight into this research as a whole, the Department will have the responsibility of writing a Final Report for this research which will pull together the

information from all Interim Reports provided by the Contractor. The Contractor will have the ability to review and comment on this report before it is published to gov.uk.

Task 5A: Drafting and Completion of Final Report

The Department will use all reasonable endeavours to agree the Final Report with the Contractor no later than Friday 15th October 2021. This process shall encompass:

- Analysts at the Department to draft the Final Report. The key data tables, methodology and findings will be taken from the Interim Reports provided by the Contractor throughout the course of this contract. The Department shall endeavour to ensure that the Final Report adheres to the following format:
 - An executive summary for a non-technical audience (no more than 2 pages)
 - Introduction to research (no more than 1 page)
 - An outline of the methodology used for research (no more than 2 pages)
 - Results broken down by research questions, and, where appropriate, by sub-group
 - Conclusions from research (no more than 1 page)
 - Appendices including sample characteristics and details of research instruments (assessments and survey)
- The Department to share a draft Final Report with the Contractor. The Contractor will have the opportunity to review and comment on the content and format of the Final Report before it is published. The review process will continue until both parties (the Contractor and the Department) are content with the Final Report, or until Friday 15th October 2021 (whichever comes first).
- The Department to have the Final Report ready for publication to gov.uk.

SCHEDULE OF WORK

Below is the schedule of work for this research project. The Participants specified for each task/output are responsible for its delivery.

All of the timescales and deadlines stated in the table below indicate the latest acceptable date which outputs must be completed, and the latest possible date at which tasks must begin based on the maximum working time required between each task. Given that the results from this research will be highly anticipated both within the sector and more widely, all parties should look to shorten these timescales where possible, by completing tasks and sharing outputs with the relevant parties at the earliest convenience.

The Contractor will not be held accountable for any delays to the following schedule of work come as a direct result of delays in the Department completing NPD data matching. In the case that the Contractor misses a project milestone as a direct result of delays in the Department completing NPD data matching, both parties (the Contractor and the Department) will enter into discussions to determine feasible adjustments to the schedule of work to account for this.

All final outputs take the form of written documents and reports, as such, the Department specifies that these documents are all submitted in both Microsoft Word and PDF format.

The contents of the Interim Reports provided by the Contractor will focus on the data and findings from each assessment point and should not provide a narrative or look to pull out causality to ensure that an impartial approach to the research is maintained.

Task	Output	Participants			Date Required
		Ren-Learn	EPI	DfE	
Task 1: Project Setup					
1A) Project Inception and Management	Contract Awarded	✓	✓	✓	Tue 15 th Sept 2020
	Inception meeting	✓	✓	✓	Thur 17 th Sept 2020
	Complete relevant NPD data access forms		✓	✓	Begin Mon 21 st Sept 2020 (1-2 weeks)
	Contractor to submit a Project Implementation Document	✓	✓		Wed 23 rd Sept 2020
	Contractor to provide the Department with weekly updates on the progress of the project	✓	✓	✓	Ongoing (Sept 2020 – Aug 2021)
	The Contractor and the Department to create and distribute a supplementary privacy notice to Star customers	✓		✓	Begin Mon 21 st Sept 2020 (1 month)

1B) Historic Data Collection	Extraction of historical Star Assessment data from 2017/18, 2018/19 and 2019/20 for analysis	✓			Begin Mon 21 st Sept 2020 (1 month)
1C) Survey Preparation	Department, or those acting on its behalf, to prepare the survey.			✓	To be confirmed. Updates of timescales will be shared during weekly updates.
Task 2: Baseline Data Collection and Analysis					
2A) Data Collection and Analysis – Autumn 1	Begin first Star data extract following Autumn 1 Star Assessment	✓			Begin Mon 26 th Oct 2020 (2-3 weeks)
	Contractor analyses Autumn 1 Star Assessment baseline data		✓		Begin Mon 16 th Nov 2020 (2 weeks)
	Interim Report 1A (Answering RQ1)	✓	✓		Fri 27 th Nov 2020
	Department provides data matching to the National Pupil Database (NPD)			✓	Begin Fri 13 th Nov 2020 (1-2 weeks)
	Contractor analyses matched Autumn 1 Star Assessment baseline data		✓		Begin Fri 27 th Nov 2020 (1 month)

	Interim Report 1B (Answering RQ1) (update to Interim Report 1 including NDP matched data)	✓	✓		Thur 7 th Jan 2021
	Steering Group 1	✓	✓	✓	Fri 8 th Jan 2021
2B) Data Collection and Analysis – Autumn 2	Begin first Star data extract following Autumn 2 Star Assessment	✓			Begin Mon 14 th Dec 2020 (3 weeks)
	Department provides data matching to the National Pupil Database (NPD)			✓	Begin Mon 4 th Jan 2021 (1-2 weeks)
	Contractor analyses matched Autumn 2 Star Assessment baseline data		✓		Begin Mon 18 th Jan 2021 (1 month)
	Interim Report 2 (Answering RQ1)	✓	✓		Thur 18 th Feb 2021
	Steering Group 2	✓	✓	✓	Fri 19 th Feb 2021
Task 3: Survey Data Collection and Analysis (To be agreed)					
Task 4: Progress Data Collection and Analysis					
4A) Data Collection and Analysis – Spring 1	Begin first Star data extract following Spring 1 Star Assessment	✓			Begin Mon 29 th March 2021

					(2 weeks)
	Department provides data matching to the National Pupil Database (NPD)			✓	Begin Mon 12 th April 2021 (1-2 weeks)
	Contractor analyses matched Spring 1 Star Assessment progress data		✓		Begin Fri 26 th April 2021 (1 month)
	Interim Report 3 (Answering RQ2)	✓	✓		Thur 27 th May 2021
	Steering Group 3	✓	✓	✓	Fri 28 st May 2021
4B) Data Collection and Analysis – Summer 1	Begin first Star data extract following Summer 1 Star Assessment	✓			Begin Mon 19 th July 2021 (2 weeks)
	Department provides data matching to the National Pupil Database (NPD)			✓	Begin Mon 2 nd August 2021 (1-2 weeks)
	Contractor analyses matched Summer 1 Star Assessment progress data		✓		Begin Mon 16 th August 2021 (1 month)
	Interim Report 4 (Answering RQ2)	✓	✓		Thur 16 th Sept 2021
	Steering Group 4	✓	✓	✓	Fri 17 th Sept 2021

Task 5: Final Report					
5A) Drafting and Completion of Final Report	Department drafts Final Report			✓	Begin Mon 20 th Sept 2021 (2 weeks)
	Draft Final Report is shared with Contractor for comment	✓	✓		Mon 4 th Oct 2021
	Final Report ready for publication	✓	✓	✓	Fri 15 th Oct 2021

5 METHODOLOGY

See section (4) above for details of methodology.

6. STAFFING

The following table details the names of the Contractor's staff who will be working on the project, along with the role which they have. Both organisations are committed to providing additional staffing as and when needed.

Name	Role on Project
██████████ ██	Project Lead – Renaissance
██████████ ██ ██████████	Project Lead – Education Policy Institute (EPI)
██████████ ██ ██████████	Leading on data extract and data cleansing
████████████████████	Overseeing from Psychometrics

████████████████████ ██████████	
████████████████ ████████████████	Analysis and reporting
██████████ ████████████████	Quality assurance of analysis
██████████████ ████████████████████ ████	EPI oversight

The following table details the names of the Department's staff who will be working on the project, along with the role which they have. The Department will provide additional staffing as and when needed.

Name	Role on Project
██████████	Senior Responsible Owner (SRO)
████████████████████ ████████████████████	Project Manager
██████████████ ████████████████	Lead Analyst

7 STEERING COMMITTEE

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

8. RISK MANAGEMENT

The following table outlines the risks that have been identified and agreed with the Contractor, and the steps that have been agreed that will be taken to deal with these risks.

Risk Description	Initial Risk Likelihood	Initial Risk Impact	Initial Overall Risk Rating	Countermeasures	Contingencies	Residual Risk
Further local or national lockdowns due to COVID-19 could mean that pupils will not be consistently in schools to take part in assessments.	High	Medium	Medium	The Contractor has already put in place guidance for remote assessment to ensure assessment can continue. Marketing communication will focus on remote assessment through emails, newsletters, webinars and social media.	If the research is compromised as a direct result of a national or local lockdown, both parties will enter into a period of discussion to determine whether to (a) continue with the research but with slightly altered research questions, (b) pause the research until lockdown(s) have been lifted, or (c) terminate the contract.	Low

<p>A breach in data security due to GDPR regulations could lead to loss of customer confidence and regulatory fines.</p>	Low	High	Medium	<p>The Contractor have worked diligently to ensure that their operations are fully compliant with the GDPR framework. Renaissance security is reviewed regularly by independent experts to assess current systems and highlight areas for improvement. Renaissance employs a Director of Information Security and a member of their legal team specialises in GDPR regulation to ensure all pupil information is protected to the highest standards.</p>	<p>The Contractor encrypts data at rest and in transit and also implements access controls adhering to least privilege principles. In the case of Departmental data, additional controls including physical and logical system isolation will be put in place.</p> <p>If a breach were to occur, the Contractor has a Director of Information Security and a Data Protection Officer, as well as an incident response plan in place. From events, to incidents, to breaches, we have a core team who handles this. The Contractor's first priority is eliminating or reducing any impacts should a breach occur.</p>	Low
<p>Schools experience technical software faults leading to a lack of confidence in the product.</p>	Low	Medium	Low	<p>The Contractor will ensure that on-call IT support is employed to ensure all issues are resolved in a timely manner.</p> <p>The Contractor will ensure that updates take place out of school hours and that schools are informed ahead of time.</p>	<p>If there is a problem with the software, the Contractor's customer service team is on hand to help, with the support of the wider organisation where necessary. The Contractor have engineers on-call to support any problems that do arise, in a timely manner</p>	Low

<p>Given the unique circumstances in which this research is taking place, a number of factors could lead to a reduction in sample size and/or a delay in the first half term's extract; a dip in renewal rates; schools not completing a baseline assessment due to phased reopening; and the time of product adoption meaning multiple data points may not be available historically.</p>	<p>Medium</p>	<p>Low</p>	<p>Low</p>	<p>The Contractor has a retention rate of █% and a high rate of customer satisfaction. The Contractor ensures further product value through planned back-to-school campaigns. Additionally, EPI have planned for challenges around multiple historical data points. If systematic differences between the Star group in 2020/21 and previous years are identified, then the Contractor will adopt a pupil matching approach to identify comparable groups on which to carry out analysis.</p>	<p>The Contractor are planning for some attrition in the sample and two data pulls for Autumn to allow for delayed baseline assessment. If the timing of product adoption, or the ability to compare to multiple data points became a problem, the Contractor would look to carry out analysis by drawing a random sample of the 2020/21 group and then matching with 'similar' pupils in earlier years based on their characteristics and previous academic performance, to allow for meaningful comparison. If there is a significant drop in sample size this academic year, both parties (the Contractor and the Department) will enter into discussions to determine whether the research can still feasibly meet its objectives.</p> <p>Low</p>
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Due to the nature of online assessments, some schools may not implement assessments under exam conditions. This may lead to some anomalous results.	Medium	Low	Low	The theme of assessment with fidelity is a key focus of training and support for the Contractor's customer facing teams.	If anomalous results are identified on a large scale within a school, they will be investigated by the Contractor's Project Manager. If the issue is large scale and due to the assessment conditions, this will be raised and discussed with the Department's Project Manager.	Low
Key staff are unable to progress analysis and deliverables to time due to sickness or other personal issues.	Low	Medium	Low	The Contractor's lead researcher will write down methods and approaches so that work can be transferred if required. Additional researchers will be identified to keep up to speed on the project should they be required to take over. Additional researchers will also be added to data requests to minimise any delays if the project needs to be handed over.	Work will be handed over to additional researcher(s).	Low

<p>Data matching does not take place on time, thereby delaying progress and deliverables.</p>	<p>Low</p>	<p>Medium</p>	<p>Low</p>	<p>The Contractor will agree clear timescales and specifications with the Department at the beginning of the project. Regular progress meetings between all parties will identify whether slippages are occurring and allow escalation action to be taken.</p>	<p>Delays will be escalated to senior Contractor and Departmental staff. The Contractor will not be held accountable for any delays which come as a direct result of delays in the Department completing NPD data matching. In the case that the Contractor misses a project milestone as a result of delays in the Department completing NPD data matching, both parties (the Contractor and the Department) will enter into discussions to determine feasible adjustments to the schedule of work to account for this.</p>	<p>Low</p>
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9 DATA COLLECTION

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

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

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

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

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

10. CONSENT ARRANGEMENTS

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

11. PROJECT COMMUNICATION PLAN

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

End of Schedule One

SCHEDULE TWO**1 Eligible expenditure**

1.1 The Department shall reimburse the Contractor for expenditure incurred for the purpose of the Project, provided that:

- (a) the expenditure falls within the heading and limits in the Table below; and
- (b) the expenditure is incurred, and claims are made, in accordance with this Contract.

The following table shows the payment schedule for this contract. The project milestones and payment dates reflect those set out in schedule 1 of the contract and reflect the assessment acceptable deadlines for each of the major outputs of the contract. Any changes to the deadlines and timescales set out in schedule 1 over the life of the contract will not result in any changes to the payment date associated with each milestone.

Table

Project Milestone	Payment Amount	Payment Date
Interim Report 1A	██████████	Fri 27 th Nov 2020
Interim Report 1B	██████████	Thur 7 th Jan 2021
Interim Report 2	██████████	Thur 18 th Feb 2021
Interim Report 3	██████████	Thur 27 th May 2021
Interim Report 4	██████████	Thur 16 th Sept 2021
Final Report ready for publication	██████████	Fri 15 th Oct 2021

Expenditure for the financial year 2020-2021 shall not exceed ██████████ exclusive of VAT.
Expenditure for the financial year 2021-2022 shall not exceed ██████████ exclusive of VAT.

Total Project expenditure shall not exceed £143,201.15 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 **APIinvoices-DFE-u@gov.sscl.com** Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9 On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure

incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.

- 10** The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects specified as in Schedule 1.
- 11** It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule Two

SCHEDULE THREE

1. Contractor's Obligations

- 1.1 The Contractor shall promptly and efficiently complete the Project in accordance with the provisions set out in Schedule One.
- 1.2 The Contractor shall comply with the accounting and information provisions of Schedule Two.
- 1.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.
- 1.4 The Contractor shall inform the Department immediately if it is experiencing any difficulties in meeting its contractual obligations.

2. Department's Obligations

- 2.1 The Department will comply with the payment provisions of Schedule Two provided that the Department has received full and accurate information and documentation as required by Schedule Two to be submitted by the Contractor for work completed to the satisfaction of the Department.

3. Changes to the Department's Requirements

- 3.1 The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 3.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

4. Management

- 4.1 The Contractor shall promptly comply with all reasonable requests or directions of the Project Manager in respect of the Services.
- 4.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Project Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

5. Contractor's Employees and Sub-Contractors

- 5.1 Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "Sub-contractor") it shall ensure prompt payment in accordance with this clause 5.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not

exceeding:

- 5.1.1 10 days, where the Sub-contractor is an SME; or
- 5.1.2 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.

- 5.2 The Department shall be entitled to withhold payment due under clause 5.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 5.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 5.3 The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 5.4 The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 5.5 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Project, in accordance with the Department's reasonable security requirements as required from time to time.
- 5.6 If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).
- 5.7 The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors.

6. Intellectual Property Rights

- 6.1 Subject to Sub-Clause 6.2, it is acknowledged and agreed between the parties that all existing and future Department's Intellectual Property Rights shall vest in the Crown absolutely.
- 6.2 Any Department's Intellectual Property Rights developed by or on behalf of the Contractor outside the scope of the Services, but which become comprised in or necessary for the Department's (and its licensees') enjoyment of the Services, including any output thereof ("**Background IPR**"), shall

remain in the ownership of the Contractor but, in part-consideration of the fees payable pursuant to this Contract, the Contractor hereby grants to the Department an irrevocable, non-exclusive, royalty-free, perpetual licence (with rights to grant sub-licences) in respect of such Background IPR.

- 6.3 In respect of all Department's Intellectual Property Rights excluding the Background IPR ("**Foreground IPR**"), in part-consideration of the fees payable pursuant to this Contract, the Contractor hereby:
- 6.3.1 assigns to the Crown with full title guarantee all its right, title and interest in and to the Foreground IPR, including the right to bring, make, oppose, defend and appeal proceedings, claims and actions, and to obtain relief (and to retain any financial compensation recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Foreground IPR whether occurring before, on or after the date of this Contract;
 - 6.3.2 undertakes to procure that all its officers, employees and agents involved in the delivery of the Services are bound by terms which vest in, or assign to, the Contractor all their Intellectual Property Rights in the Foreground IPR; and
 - 6.3.3 undertakes to secure written irrevocable, unconditional waivers of any and all Moral Rights from all its officers, employees and agents involved in the delivery of the Services and in the creation of the materials protected by the Background IPR and the Foreground IPR.
- 6.4 The Contractor agrees that, at the request of the Department, it will and will procure that its officers, employees and agents will at all times do all such acts and execute all such documents as may be necessary or desirable to ensure that:
- 6.4.1 the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights;
 - 6.4.2 the Crown is or becomes the rightful legal and beneficial owner of all Department's Intellectual Property Rights (excluding Background IPR); and
 - 6.4.3 the Department and the Crown can obtain, defend and enforce the Department's Intellectual Property Rights, by providing any assistance required in the resolution of any question concerning the Department's Intellectual Property Rights (including assisting with any proceedings or claims which may be brought by or against the Department or the Crown (as appropriate) against or by any third party relating to the Department's Intellectual Property Rights).
- 6.5 The Contractor warrants that:
- 6.5.1 the Department's Intellectual Property Rights comprise original work/s and were, and will be, created by or on behalf of the Contractor;
 - 6.5.2 the Department's Intellectual Property Rights have not been, and will not be, copied wholly or in part from any other work or material;

- 6.5.3 all officers, employees and agents of the Contractor involved in the creation of the Background IPR were engaged under by terms which vested in, or assigned, to the Contractor all their Intellectual Property Rights in the Background IPR;
 - 6.5.4 the use of or exercise by the Department of the Department's Intellectual Property Rights and the Background IPR will not infringe the rights of any third party; and
 - 6.5.5 the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.
- 6.6 The Contractor shall ensure that any copyright materials produced by or on behalf of the Contractor shall be marked with the following copyright notice.
- " © Crown Copyright ***year of publication***".

7. Data Protection Act

- 7.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department for Education is the Controller and Renaissance Learning UK Ltd is the Processor unless otherwise specified in Schedule 4. The only processing that the Processor is authorised to do is listed in Schedule 4 by the Controller and may not be determined by the Processor.
- 7.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 7.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 7.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract (Project Reference No: DFERPPU 20-21/016):
 - (a) process that Personal Data only in accordance with Schedule 4, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may

reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that:

- (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (Project Reference No: DFERPPU 20-21/016) (and in particular Schedule 4);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract (Project Reference No: DFERPPU 20-21/016); and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

For the avoidance of doubt, the Controller understands and agrees that the Star Assessment Data is stored in the US. The Star Assessment Data will be transferred to the UK in connection with Processor's role in the fulfilment of the

research purposes specified in the Contract (Project Reference No: DFERPPU 20-21/016). Renaissance Learning UK Ltd. will not receive National Pupil Database data.

- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract (Project Reference No: DFERPPU 20-21/016) unless the Processor is required by Law to retain the Personal Data.
- 7.5 Subject to clause 7.6, the Processor shall notify the Controller immediately if it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract (Project Reference No: DFERPPU 20-21/016);
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 7.6 The Processor's obligation to notify under clause 7.5 shall include the provision of further information to the Controller in phases, as details become available.
- 7.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 7.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 7.10 Each party shall designate a data protection officer if required by the Data Protection Legislation.
- 7.11 Before allowing any Sub-processor to process any Personal Data related to this Contract (Project Reference No: DFERPPU 20-21/016), the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 7.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 7.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract (Project Reference No: DFERPPU 20-21/016)).
- 7.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract (Project Reference No: DFERPPU 20-21/016) to ensure that it complies with any guidance issued by the Information Commissioner's Office.

8. Departmental Security Standards

- 8.1 The Contractor shall be aware of and comply the relevant HMG security policy framework, NCSC guidelines and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2 Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 dated 25 May 2016, or any subsequent updated document, are mandated; that "contractors supplying products or

services to HMG shall have achieved, and will be expected to retain certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.

For the avoidance of doubt, the Contractor and sub-contractors agree to obtain Cyber Essentials Scheme certification within a reasonable timeframe agreed by the Department, but no longer than 3 months after the Contract start date.

- 8.3 Where clause 8.2 above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements).

The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, 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 all 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 separated 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 line with clause 8.14.
- 8.6 The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 8.7 The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 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 processes;
 - malware protection;
 - boundary access controls including firewalls;
 - maintenance and use of fully supported software packages in accordance with vendor recommendations;

- software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
- user access controls, and;
- the creation and retention of audit logs of system, application and security events.

- 8.9 The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 8.10 The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement.
- 8.11 The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 8.12 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.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

- 8.13 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.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 8.14 In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the supplier's assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 8.15.

- 8.15 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 8.16 Access by Contractor or sub-contractor staff to Departmental Data, including user credentials, 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. Any Contractor or sub-contractor staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data shall 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, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.

Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.

Incidents shall be reported through the department's nominated system or service owner.

Incidents shall be investigated by the contractor with outcomes being notified to the Department.

- 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 an NCSC CHECK Scheme 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 actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall 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 and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. 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 Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 8.24 Where the Contractor is delivering an ICT solution to the Department they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:
- Compliance with HMG Minimum Cyber Security Standard.
 - Any existing security assurance for the services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification.
 - Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
 - Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who

the awarding body or organisation will be and date expected.

- 8.25 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.

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, it's policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

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

- 10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
 - 10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
 - 10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11. Status of Contractor

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

12. Freedom of information

- 12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 12.2 The Contractor shall and shall procure that its Sub-contractors shall:
 - 12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
 - 12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 12.4 In no event shall the Contractor respond directly to a Request for Information

unless expressly authorised to do so by the Department.

- 12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
- 12.5.1 in certain circumstances without consulting the Contractor; or
 - 12.5.2 following consultation with the Contractor and having taken their views into account;
 - 12.5.3 provided always that where 12.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

13. Confidentiality

- 13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 13.3.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 13.2 Clause 13 shall not apply to the extent that:
- 13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 12 (Freedom of Information);
 - 13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 13.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 13.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 13.2.5 it is independently developed without access to the other party's Confidential Information.
- 13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such

Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

- 13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
 - 13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
 - 13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
 - 13.6.3 for the purpose of the examination and certification of the Department's accounts; or
 - 13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 13.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.
- 13.8 Nothing in this clause 13 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
- 13.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.10 Subject to Clause 13.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

- 13.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 13.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

14. Access and Information

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

15. Transfer of Responsibility on Expiry or Termination

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

16. Tax indemnity

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

16.5 The Department may terminate this contract if-

- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
- (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
- (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.

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

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

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

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

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

17. Amendment and variation

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

18. Assignment and Sub-contracting

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

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

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

20. Waiver

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

21. Notices

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

22. Dispute resolution

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

23. Law and Jurisdiction

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

24. Discrimination

- 24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.
- 25. Safeguarding children who participate in research**
- 25.1 The Contractor will put in place safeguards to protect children from a risk of significant harm which could arise from them taking part in the Project. The Contractor will agree these safeguards with the Department before commencing work on the Project.
- 25.2 In addition, the Contractor will carry out checks with the Disclosure and Barring Service (DBS checks) on all staff employed on the Project in a Regulated Activity. Contractors must have a DBS check done every three years for each relevant member of staff for as long as this contract applies. The DBS check must be completed before any of the Contractor's employees work with children in Regulated Activity. Please see <https://www.gov.uk/crb-criminal-records-bureau-check> for further guidance.
- 26. Service Outputs**
- 26.1 All outputs of the Services, and all findings and other information therefrom, generated by or on behalf of the Contractor in the course of the Services must be provided to the Department accurately and in a timely manner.
- 26.2 It is acknowledged and agreed between the parties that, subject to the below provisions, the publication of any outputs of the Services, any findings or other information therefrom, shall be at the sole discretion and direction of the Department and all outputs of the Services and all findings and other information therefrom shall be treated as confidential, as set out in Clause 13 above, until the date of publication by or with the approval of the Department.
- 26.3 Where, after publication by or with the approval of the Department, the Contractor wishes:
- 26.3.1. to issue a press notice or other publicity material relating to the Services; or
- 26.3.2. to present outputs, findings or any other information from the Services in the public domain (for example, at conferences, seminars, to the press or in journal articles),
- 26.3.3. the Contractor must provide sufficient details of the proposed dissemination to seek prior approval from the Department, which shall have absolute discretion as to decide whether it grants permission and to set any conditions for any permission granted.
- 26.4 Where the Contractor is responsible for the preparation of any outputs for

publication by the Department, the Contractor:

- 26.4.1. shall ensure that all such outputs adhere to the Department's style guide and MS Word template, available to download from:
<https://www.gov.uk/government/publications/research-reports-guide-and-template>;
- 26.4.2. shall supply the Department with a draft for comment, for interim reports, within a reasonable timeframe, as agreed with the Department, before the intended publication date and implement any revisions to the draft agreed with the Department (including the Contract Manager); and
- 26.4.3. shall provide to the Department signed off interim reports and other outputs planned within the lifetime of the Services within a reasonable timeframe before the intended publication date, and signed off final reports and other outputs by no later than the contracted end date for the Services.
- 26.4.4. Subject to any limitations provided under the Freedom of Information Act, the Contractor will have the right to approve any references to its name or its products contained in the Final Report or in any publications or reports associated with the Project. In the event Contractor does not provide its approval, the parties will agree on a generic reference (for example, "assessment data" rather than "Star data").

End of Schedule Three

SCHEDULE FOUR**Schedule 4 Processing, Personal Data and Data Subjects**

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

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

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department for Education is the Controller and Renaissance Learning UK Ltd is the Processor in accordance with Clause 7.1 at stated in Schedule 3.
Subject matter of the processing	The Department for Education as Controller requires data to be processed as permitted in the Contract (Project Reference No: DFERPPU 20-21/016) by the Processor and authorised sub-contractors (for example, the Education Policy Institute) to enable the Department for Education to understand the size and impact on learners over time of lost learning caused by COVID-19, and to conduct research to support development of HM government education policy.
Duration of the processing	The Personal Data outlined below will be processed only from the outset of this Contract (Project Reference No: DFERPPU 20-21/016) until the research end date (Research end date: 15/10/2021).

Nature and purposes of the processing	<p><u>Purpose:</u></p> <p><u>Delivery of the research specified in this Contract (Project Reference No: DFERPPU 20-21/016)</u></p> <p>Description of Nature of the processing:</p> <p>The Processor will disclose UK assessment data associated with its Star product ("Star Assessment Data") to:</p> <ul style="list-style-type: none"> • Authorised teams within the Department for Education (the Controller) <p>For the purpose of matching this Star Assessment Data to the National Pupil Database.</p> <p>The Controller will match the Star Assessment Data to administrative data from the National Pupil Database (data elements further described in "Types of Personal Data being processed" below).</p> <p>The Controller will disclose a de-identified version of the matched Star Assessment Data and National Pupil Database data ("De-identified Star/NPD Data") to:</p> <ul style="list-style-type: none"> • Authorised subcontractors specified within this contract (subject to success of authorised subcontractors in the Department's standard application process for sharing data from the National Pupil Database). • Authorised teams within the Department for Education <p>For the purpose of the delivery of the research specified in this Contract (Project Reference No: DFERPPU 20-21/016). The De-identified Star/NPD data will be shared with authorised subcontractors via the ONS Secure Research Service, subject to agreement on the specific data items to be shared during the Department's standard application process for sharing data from the National Pupil Database.</p> <p>The Processor may be required to collect voluntary survey data as outlined in this Contract (Project Reference No: DFERPPU 20-21/016) ("Survey Data"), and disclose this Survey Data to:</p> <ul style="list-style-type: none"> • Authorised subcontractors specified within this Contract (Project Reference No: DFERPPU 20-21/016) • Authorised teams within the Department for Education and third parties representing the Department for Education <p><u>Purpose:</u></p> <p><u>Further research by the Department to support the education sector in recovering from COVID-19</u></p> <p>Description of Nature of the processing:</p>
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	<p>The Processor will disclose Star Assessment Data to:</p> <ul style="list-style-type: none"> • Authorised teams within the Department for Education <p>For the purpose of matching to the National Pupil Database in combination with datasets beyond the National Pupil Database to facilitate internal research to support the education sector in recovering from COVID-19. For these purposes the Department for Education may match the Star Assessment Data to:</p> <ul style="list-style-type: none"> • The National Pupil Database • Data flagging pupil treatment by a policy intervention - for example identifying participation in the National Tutoring Program. <p>The Controller will ensure the Processor has the opportunity to review and approve the specific special use cases for further research on a case by case basis. Any special use case will supplement the stated research objectives.</p> <p>Note that 'authorised teams within the Department for Education' are those authorised to access the specified data by the Senior Responsible Owner.</p>
Type of Personal Data being processed	<p><u>Star Assessment Data</u></p> <ul style="list-style-type: none"> • Pupil-level results on Star assessments • Unique Pupil Numbers (UPN) • Other suitable pupil identifiers strictly where required to match data to the National Pupil Database, to be agreed as part of the Department's standard application process for sharing data from the National Pupil Database. <p><u>National Pupil Database (NPD)</u></p> <p>Administrative data from the National Pupil Database, with the specific data to be agreed via the Department's standard application process for sharing data from the National Pupil Database.</p> <p>This is likely to include pupil-level demographic information, such as FSM status, ethnicity, Looked After Child status, Children in Need status, and special educational needs.</p> <p><u>De-identified Star/NPD Data</u></p> <p>Pupil-level results on Star assessments matched to pupil-level administrative data from the National Pupil Database, with identifiers (UPN or other pupil identifiers used to match to the NPD) removed.</p> <p><u>Survey Data</u></p>

	School-level data on responses to COVID-19. Details are to be agreed after the signing of this Contract (Project Reference No: DFERPPU 20-21/016), but it is very unlikely to involve the collection of personal data. Should the parties agree to collect any personal data elements as part of the Survey Data, the Processor and Controller will process that data as stipulated in this schedule.
Categories of Data Subject	Pupils
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>The Processor will:</p> <ul style="list-style-type: none"> • return to the Controller any Personal Data disclosed by the Controller to the Processor or any authorised sub-contractors, using a secure means of transfer instructed by the Controller, • ensure the secure destruction of any copies of Personal Data disclosed by the Controller to the Processor or any authorised sub-contractors in accordance with standards and procedures set out in ISO 27001 • ensure the secure destruction of any remaining data processed by the Processor or any authorised sub-contractor as required under this contract in accordance with standards and procedures set out in ISO 270001 except where that data is also processed by the Processor or any authorised subcontractors as required under an existing contract with another Data Controller by the research end date of 15/10/2021. <p>The Controller will retain the Star Assessment Data and the De-identified Star/NPD Data until the research end date of 15/10/2021, after which this data will be securely destroyed by the Controller in accordance with standards and procedures set out in ISO27001.</p> <p>The Controller will retain any personal data elements of the Survey Data until the research end date of 15/10/2021, after which this data will be securely destroyed by the Controller in accordance with standards and procedures set out in ISO27001. The Controller will retain elements of the Survey Data that do not constitute Personal Data indefinitely for historical research and archival purposes.</p>

End of Schedule Four

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

Signature



Name in CAPITALS



Position and Address



2 St Pauls Place,
125 Norfolk Street,
Sheffield, S1 2FJ

Date

15/9/2020

Authorised to sign for and on
behalf of the Contractor

Signature



Name in CAPITALS



Position and Address



14th Floor, South Quay Building,
189 Marsh Wall,
London, E14 9SH

Date 14.9.2020