

CONTRACT FOR THE DELIVERY OF THE LETTERS AND SOUNDS PROGRAMME UPDATE

THIS CONTRACT IS DATED 7 OCTOBER 2020.

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings ,Great Smith Street, London, SW1P 3BT acting as part of the Crown ("the Department"); and
- 2) Francis Gordon Askew whose registered address is at [REDACTED]

Recitals

Assumed to have been effective from 11 August 2020, this contract is dated 7 October 2020. The Contractor has agreed to deliver quality control and oversight of the project, based on his expertise in Phonics pedagogy to contribute to the development of the Letters and Sounds Programme, on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is 6575.

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services"•	the services to be performed by the Contractor as described in Schedule 1;
"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;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department;

"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.
"DPA 2018"	Data Protection Act 2018
"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 Subject 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's 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 Intellectual Property Rights"	means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Consultancy Services
"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;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act

"Processor Personnel"	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.
"Property"	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.
"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 including those set out in the Contract.
"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;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions.

2. Changes to the Department's Requirements

- 2.1** The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 2.2** 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.

3. Management

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

4. Intellectual Property Rights

- 4.1** It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights shall vest in the Crown absolutely.
- 4.2** Any Intellectual Property Rights of the Contractor which are in existence at the date of this Contract and which are comprised in or necessary for or arising from the performance of the Consultancy Services owned by the Contractor ("**Background Intellectual Property**") shall remain in the ownership of the Contractor but in consideration of the fees payable pursuant to this Contract, the Contractor hereby grants to the Department in respect of such Background Intellectual Property an irrevocable, non-exclusive, royalty-free, perpetual licence with rights to grant sub- licences.
- 4.3** The Contractor agrees that at the request and cost of the Department it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.
- 4.4** The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 4.5** The Contractor warrants:
 - 4.5.1** that the Department's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;

with any breach of the terms of this Contract or otherwise through the default of the Contractor.

4.6 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.

4.7 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

5 Termination

5.1 This Contract may be terminated by either party giving to the other party at least 5 working days' notice in writing.

5.2 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.

5.3 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.

5.4 In England and Wales, a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor or it makes any composition or arrangement with or for the benefit of creditors or makes any conveyance or assignment for the benefit of creditors; or

5.4.1 in Scotland, if the Contractor becomes apparently insolvent within the meaning of Section 7 of the Bankruptcy (Scotland) act 1985; or

5.4.2 where the Contractor is a firm or a number of persons acting together in any capacity (including as trustees), any event referred to in Sub-Clauses 9.4.1 or 9.4.2 occurs in respect of any partner in the firm or any of those persons (including any trustees);

5.4.3 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;

5.4.4 such information was obtained from a third party without obligation of confidentiality;

5.4.5 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

5.4.6 it is independently developed without access to the other party's Confidential Information.

6.0 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project 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.

6.1 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.

6.2 The Contractor shall ensure that their employees, servants or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Contract.

6.3 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:

6.3.1 on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;

6.3.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

6.3.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

6.3.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 11.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

6.3.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or

6.3.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.

6.4 The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to Clause 11 is made aware of the Department's obligations of confidentiality.

6.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

6.6 The Contractor acknowledges that (notwithstanding the provisions of Clause 11) 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:

6.6.1 in certain circumstances without consulting the Contractor; or

6.6.2 following consultation with the Contractor and having taken their views into account;

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.

6.7 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.

7. Access and Information

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

8 Transfer of Responsibility on Expiry or Termination

8.1 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.

8.2 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.

8.3 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

9.1 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. The Contractor shall promptly and regularly pay all National Insurance Contributions due from it as a self-employed person and shall account to the HM Revenue and Customs for all taxes due from it in respect of the payments made to it under this Contract.

9.2 If, notwithstanding Clause 15.7, the HM Revenue and Customs and/or any other appropriate agency consider that the Contractor is an employee of the Department for the purposes of tax and/or National Insurance Contributions; then the Department shall be entitled to terminate this Contract immediately and deduct from the payments payable to the Contractor under the terms of this Contract, such sums as the HM Revenue and Customs and/or other agencies require in respect of income tax and employee National Insurance Contributions. The deduction of such tax and National Insurance Contributions will not affect the status of the Contractor as self-employed for all other purposes.

9.3 Without prejudice to the provisions of Clause 15.8 above, the Contractor shall indemnify the 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 the Department in connection with any such assessment or claim.

9.4 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 the Department is obliged as a matter of law to comply with such request.

9.5 The Contractor shall register for value added tax if and when required by law and shall promptly notify the Department for Work and Pensions of its liability for Class 2 and, where appropriate, Class 4 National Insurance Contributions.

9.6 The Contractor shall register for value added tax if and when required by law and shall promptly notify the Department for Work and Pensions of its liability for Class 2 and, where appropriate, Class 4 National Insurance Contributions.

9.7 The Contractor shall 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:

- 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;
- 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

9.8 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

- (i) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (ii) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

9.9 Subject to Clause 9.9, the Processor shall notify the Controller immediately if it:

9.9.1 receives a Data Subject Request (or purported Data Subject Request);

- receives a request to rectify, block or erase any Personal Data;
- receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 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 becomes aware of a Data Loss Event.

9.10 The Processor's obligation to notify under Clause 9.8 shall include the provision of further information to the Controller in phases. as details become available.

9.11 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 10 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

9.11.1 the Controller with full details and copies of the complaint, communication or request;

10 Amendment and variation

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 which the Department may have in place from time to time.

11 Assignment and Sub-contracting

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.

12 The Contract (Rights of Third Parties) Act 1999

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.

13 Waiver

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.

14 Notices

14.1 Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, or e-mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

14.2 The notice, demand or communication shall be deemed to have been duly served:

14.2.1 if delivered by hand, when left at the proper address for service;

14.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;

14.2.3 if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next working day.

Under this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Department.

As witness the hands of the parties:

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

Signature

Authorised to sign for and
on behalf of Francis
Gordon Askew

Signature

Name in CAPITALS

Name in CAPITALS

Position in Organisation

Position in Organisation

Address in full

Address in full

Sanctuary Buildings,
Great Smith Street,
Westminster, SW1P 3BT

[Redacted Address]

Date:

Date

Schedule 2

- 1 The Department shall pay the Contractor the Charges in accordance with the table below:

Daily Rate	£500.00
Maximum number of days	25
Maximum Contract Value- Net	£12,500.00
Contract Start Date	07.10.2020 (assumed to be effective from 11.08.2020)
Contract End Date	31.03.2021

1. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise between the Contractor and the Department. The Contractor shall not be entitled to claim any expenses in addition to the Charges.
- 2 The Contractor shall maintain full and accurate accounts for the Service. 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.
- 3 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 account 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.
- 4 Invoices shall be prepared by the Contractor in accordance with the rates specified in the above table. They should be prepared at two points within the contract; one invoice to cover payment due for the first 10 days of the contract and the final invoice to cover costs incurred for the remaining 15 days. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service 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.
- 5 Invoices shall be sent, within 30 days to [REDACTED] quoting the Purchase Order reference number. The Department undertakes to pay correctly submitted invoices within 5 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 will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998.

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Annex 1 –Outline for the Delivery of the Letters and Sounds Programme Update

I am committed to ensuring that the outcome:

- retains sufficient of the core content and progression of the original to remain recognisably the same programme and not a completely new one
- extensively revises and supplements the original so that it constitutes a complete systematic synthetic phonics programme when used in conjunction with appropriate fully decodable books already available from commercial providers
- when used consistently and with fidelity will deliver standards at or above national expectations for almost all children, regardless of background
- will be easy to follow and implement, providing structure and resources that deliver optimum outcomes for children with minimum workload for teachers.

This will be based firmly on:

- the generic fundamental practices of SSP that we know are effective across all programmes
- the experience and expertise of schools currently and consistently using *Letter and Sounds* very effectively with all children.

Detailed delivery support will ensure:

- strong, direct teaching that begins promptly at the beginning of Reception and maintains pace and progression throughout
- the secure embedding of the use of phonic decoding as *the* route to reading words
- extensive, repetitive practice and revision to ensure learning is appropriately secured in long term memory, becoming automatic in application
- full integration of the consistent and appropriate use of fully decodable reading books, exactly matched to a children's stage of learning
- effective 'keep-up' support for children in danger of falling behind, with a particularly strong focus on the 20% lowest performing children.

Practical support for teachers will be provided through:

- accessible online guidance
- detailed lesson templates for each phase of the programme, including 'keep-up' session; these will be supported by video exemplification, shot in the schools already experienced in making the COVID home learning videos; teachers will readily become familiar with these lesson templates, negating the necessity for any daily planning of phonics teaching
- a resource bank identifying daily content to be slotted into the lesson templates; these will ensure the required pace and progression, whilst the only preparation teachers will need to do is extract the necessary sounds, words and sentences for use that day.

New brief guidance will also be added on

- supporting reading at home
- developing language and vocabulary
- developing reading for pleasure

Without detracting from the central importance of phonics, these will set down a marker that we are concerned with fully rounded reading provision.