



Department
for Education

**CONTRACT FOR 'EVALUATION OF ADOPTION SUPPORT FUND
PROJECT REFERENCE NO: EOR/SBU/2017/025**

This Contract is dated 15/02/2018

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) **INSTITUTE OF PUBLIC CARE ACTING ON BEHALF OF OXFORD BROOKES ENTERPRISES LTD** whose registered office is Gipsy Lane, Headington, Oxford, OX3 0BP ("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 **EOR/SBU/2017/025**.

Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before 31st March 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>██████████ ██████████, Department for Education, Level 1, 2 St Paul's Place, 125 Norfolk Street, Sheffield, S1 2FJ ██████████</div>
"the Contractor's Project Manager"	<div>██████████ ██████████ Institute of Public Care, Oxford Brookes University, 8 Palace Yard Mews, Bath, BA1 2NH ██████████</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;
"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;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and

	all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department Data"	<p>(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:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"ICT"	information and communications technology;
"ICT Environment"	the Department's System and the Contractor System;

"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;

- "Third Party Software" software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
- "Work" means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this;
- "Working Day" any day other than a Saturday, Sunday or public holiday in England and Wales.
- 1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

SCHEDULE ONE**1 BACKGROUND**

1.1 The Adoption Support Fund (ASF) was rolled out nationally in May 2015 and enables local authorities to make applications for funding for therapeutic support for adopted children and children who left care under a Special Guardianship Order (SGO)¹. The aim of the ASF is to reduce the gap between adoptive children needing therapeutic services and those actually receiving them. It was also created in response to the changing nature of adoption, with the vast majority of children now adopted from care having faced neglect and/or abuse prior to adoption. Of the 4,350 children adopted at 31 March 2017, 72% of them were looked after due to abuse or neglect.²

1.2 The ASF recognised the increased support required to tackle some of the most common difficulties faced by adoptive and SGO families, including child to parent violence and attachment issues. Adoptive families require support at various stages, sometimes for prolonged periods, with some issues presenting long after the adoption order is made.

1.3 Since its launch in 2015 there have been a number of significant changes to the Fund. These include:

- (i) widening the scope to include children who left care under Special Guardianship Orders and intercountry adoptions;
- (ii) access to the Fund from the moment a child is placed with adoptive parents, i.e. before the adoption order has been made;
- (iii) a fair access limit (FAL) limiting the annual support per child to £5,000;
- (iv) therapy and assessment above this amount, and up to a limit of £55,000, may be match funded by the local authority (with a maximum government contribution of £30,000 (including the £5,000 FAL) and LA contribution of 25,000); and
- (v) an additional separate fair access limit of £2,500 to cover the cost of specialist assessments in response to feedback that assessment costs were using up a significant amount of the FAL for therapy.

1.4 Further changes are expected up to 2020 as the adoption landscape moves to a regionalised delivery structure through Regional Adoption Agencies (RAAs). The Department for Education has recently agreed a number of grants to help develop regional adoption support centres of excellence and to pilot a regionalised ASF.

¹ Throughout the contract the reference to 'families' refers to families that are eligible for accessing the Adoption Support Fund, including, adopted children and children who left care under a Special Guardianship Order (SGO).

² Source: Looked After Children Statistical First Release:

<https://www.gov.uk/government/statistics/children-looked-after-in-england-including-adoption-2016-to-2017>

2 AIMS

2.1 The aim of this research is to provide an up-to-date assessment of the impact of the Adoption Support Fund in England on family and children's outcomes. This research will be used to ensure that future investment in adoption support is targeted correctly and policies are developed in the most effective way.

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

- **Assess the suitability and impact** of local authority commissioning and service provision of post-adoption support services through the ASF in meeting the aims of the Fund to improve the lives of adopted children and their families;
- **Inform the on-going policy development of the ASF**, including its revised operating model to support families to access support and ensure adoptive families receive the services they need in a timely and constructive way. This will include informing on how the ASF could be rolled out regionally with a focus on the three RAA led pilots;
- **Understand what has been the impact, and why**, of the introduction and evolution of the Adoption Support Fund in local areas, and how has it informed development of local authority practice.

3 OBJECTIVES

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

- Assess the suitability and impact of the Fund in improving the lives of adopted children and their families;
- Provide an understanding of how the revised operating model support families to access support and ensure adoptive families receive the services they need in a timely and constructive way?
- Provide an understanding of the learning from the development of RAAs and the regionalisation agenda that can be used to inform policy development of the Fund and wider adoption issues?
- Assess the impact, and why, of the introduction and evolution of the Adoption Support Fund in local areas? And how has it informed development of local authority practice?

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

(i) What is the suitability and impact of the Fund in improving the lives of adopted children and their families, and those who left care under a SGO?

- What has been the impact of recent changes to the ASF on: the numbers of families/ children accessing the Fund, the types of therapies being accessed, their

appropriateness, timelines, their duration, accessibility, location, and cost of services?

- Consider the impact of widening the scope with Special Guardianship Orders (SGO) and intercountry adoptions.
- What difference have the changes to the ASF made to families seeking adoption support when a placement has been made prior to the adoption order stage, or in supporting the placement of hard to place children?
- What are the key barriers and enablers for good practice for local authorities and Regional Adoption Agencies, providers and families in supporting and delivering therapeutic services?

(ii) How does the revised operating model support families to access support and ensure adoptive families receive the services they need in a timely and constructive way?

- How can the ASF funding mechanism be evolved to improve sustainability and impact? What can be learnt to help with future funding models?
- What impact is the FAL having? Have there been any changes in the average cost of the requests from LAs from the Fund? To what extent are LAs using providing match funding and what can be drawn from this? What is the extent of requests from LAs for funding to support specialist assessments?
- Are there significant variations in service availability and costs across England? What impact does this have on users e.g. travelling long distances to access support? How, and why, has the ASF triggered changes in local funding, local authority service provision and commissioning and local provider markets?

(iii) What can be learnt from the development of RAAs and the regionalisation agenda that can be used to inform policy development of the Fund and wider adoption issues?

- How is regionalisation integrating with the ASF, and is the transition having any impact on the practice of LAs or providers?
- What has been the effect on commissioning of adoption support services?
- What is the impact on LAs' wider (not just therapeutic interventions) support offer? Has this triggered changes in local funding and markets?
- How are the three ASF regional pilots developing? What can be learnt about the impact of a regional ASF on things like assessment and delivery of the Fund?
- Identify barriers and enablers of good practice of for RAAs, including those carrying out ASF pilots, in supporting and delivering services and informing future development of the Fund.

(iv) What has been the impact, and why, of the introduction and evolution of the Adoption Support Fund in local areas? And how has it informed development of local authority practice?

- What is the impact on the market for adoption support services, and how has this changed over time?
- Is ASF changing how LAs behave, for example, in terms of services (commissioned vs in-house) and on other types of 'core' adoption support, e.g. support groups? Are there any unintended consequences caused by the Fund on LA behaviour, and how can they be resolved?

4 METHODOLOGY

4.1 The Contractor shall employ a mixed methods, longitudinal outcome and process evaluation with the following eight elements:

1. Project set up and governance
2. Longitudinal research with adoptive families
3. Longitudinal qualitative interviews with children and families
4. Longitudinal interviews with local authorities and providers of adoption including adoption support services
5. Case Studies with the RAAs and ASF Regional Pilots
6. Two flexible qualitative studies that respond to emerging issues during the lifetime of the project
7. Analysis of management information
8. Overall analysis, reporting and dissemination of findings

4.2 The methodology for each component is detailed below.

4.3 The contractor shall be guided by key principles outlined in the Magenta Book including that it:

- involves stakeholders early in the research journey and maintain dialogue with them throughout
- is clear about how the evaluation shall be used and by whom
- based on programme objectives and refer to the contextual factors likely to affect evaluation results (a realistic approach)
- designs research questions and tools carefully at an early stage in order to secure evaluation research reliability, validity and utility.

ELEMENT ONE: PROJECT SET UP AND GOVERNANCE

4.4 The Contractor shall design the project set up and governance to:

- Include initial and on-going regular meetings with:
 - DfE to check the scope and deliverables for the project and agree the risk register;
 - The ASF Delivery Partner; and,
 - the Advisory Group convened to oversee the development and reporting of this project.

- Further develop the Theory of Change/ Logic Model for the ASF Programme including to take account of anticipated further developments and refresh of the key questions for evaluation;
- Develop an evaluation framework outlining measures and data collection requirements linked with desired outcomes for the programme and development of key measures tools e.g. on line survey for 3 waves;
- A full submission to the DfE ethics committee, and to the Oxford Brookes Committee for information only;
- Include stakeholder and broad market mapping e.g. LA, RAA, key providers – as known to the Department currently;
- Early communications with the ASF Delivery Partner to ensure that the right consents and data shall be available for the project;
- Establishment of an early 'briefing'-style contact with key stakeholders to introduce the evaluation and how they may be asked to participate, as agreed with colleagues at the Department, including local authorities; key providers; and Regional Adoption Agencies (RAAs).

4.5 The contractor shall attend appropriate regional/ national meetings (up to a maximum of four) with the local authorities or Regional Adoption Agencies. At these, the Contractor shall introduce the research and highlight to local authority leads the importance of securing agreement to take part in the research from the families the ASF is funding in their areas. The overarching aim of the contractor attending these meetings is to ensure the local authority representatives understand the programme of research and feel confident in the contractor's research team, and seek feedback on approach.

4.6 As part of this element the Contractor shall build on the approved interventions list outlined in the service categorisation document and existing quality rapid research reviews about what works in this area and develop a 'starter' framework outlining by age and stage of the adoption journey (e.g. first year of placement, up to 3 years post placement and so on) and by level or severity of need which of the approved therapies might be indicated. This shall help support purposeful initial conversations with stakeholders about the suitability of provision / markets and can be further developed over time with reference to the emerging evidence from this evaluation. It shall also support subsequent ongoing analysis of the suitability of services actually provided to individual families participating in the longitudinal survey.

Element one: PROJECT SET UP AND GOVERNANCE SCHEDULE OF WORK		
Task	Output	Date Required
Attend inception meeting to agree programme of work and timetable.	Note summarising discussion and agreements on evaluation design, and timetable	January 2018
Develop Theory of change/ logic model for ASF programme	Submit Theory of Change logic model	February 2018
Discussions with the ASF Delivery Partner.	Note summarising discussion and agreement	February 2018
Develop an evaluation framework outlining measures and data collection requirements.	Submit framework that includes: an agreed evaluation linked with desired outcomes for the programme and development of key measures tools e.g. on line survey for 3 waves.	February 2018
Draft ethics committee toolkit	Submit to DfE ethics committee.	February 2018

ELEMENT TWO: LONGITUDINAL RESEARCH WITH ADOPTIVE FAMILIES AND THEIR ADOPTED CHILDREN RECEIVING ASF FUNDING

4.7 The Contractor shall design the longitudinal survey to learn about adoptive families' experiences of using the Adoption Support Fund and to evaluate the impact of the therapeutic interventions that they have been able to access using the Fund. The Contractor shall inform a number of the evaluation questions outlined above, relating in particular to the suitability / appropriateness of the funded service(s) i.e. match with presenting needs and their impact on the lives of children and families.

4.8 The Contractor shall use a three wave, online longitudinal survey with a cohort of ASF-funded families. The target population for the survey is all families who access the Fund between April 2018 and May 2019. It is estimated that around 2,800 – 3,300 families will access the fund during this period, and the contractor shall invite all those who have agreed to take part in the research (estimated at approximately 2,310 over the 14 month period) to participate in the survey. The details of the sampling frame shall be collated by the ASF Delivery Partner, and transferred in a timely way that will enable the contractor to undertake a baseline survey before the intervention commences.

4.9 The Contractor shall undertake the online survey using Smart Survey, administered through the Contractor's registration.

4.10 The contractor shall undertake three waves of research with families:

- At application stage, and before the intervention is due to start;

- Immediately after the intervention has completed; and;
- Six months after completion of the intervention.

4.11 The aim of the first wave is to collect information about adoptive families' experiences of the Adoption Support Fund, and to collect baseline information on measures about the child and the family situation. The main recruitment window for the Wave one data collection shall take place between April 2018 and May 2019. In February 2019, in discussion with the Department, the Contractor shall consider the necessity of extending the collection window to ensure sufficient sample sizes for the baseline.

4.12 The aim of the second wave is to collect information about adoptive families' experiences of the intervention itself, and to measure the impact on the adopted child and family. This wave of research shall take place as soon as possible after the intervention has been completed. Therefore, the data collection for Wave 2 shall take place between April 2018 and September 2019.

Securing a sufficient and useful sample of families

4.13 In order to produce a sufficiently large and representative sample to enable sub-group analysis, the Contractor shall invest significant energy in recruiting and retaining as many as possible of the families receiving ASF funding who have consented to participate in the research. The Contractor shall also undertake reasonable endeavours to ensure that families receiving a variety of interventions and family types are taking part, including SGOs and inter-country adoptions.

4.14 The Contractor shall undertake the data collection an online survey. Families shall be contacted by email, including a request for completion of an online survey. Those who do not respond will be sent a reminder email. (See the section below on the establishment of a hot-desk to support the fieldwork.)

4.15 The Contractor shall recruit a sample including as many as possible of those families who agreed to participate in the research. Thereafter, a purposive approach may be indicated to ensure sub-groups of participants with characteristics of particular interest are sufficiently large to generate findings of interest but without compromising the overall sample.

4.16 Based on the available data outlined in the ITT (summarised in table 1 below) and projected increases in users of the fund since this data was produced, the Contractor estimates that:

- in the region of 220 families receiving ASF funding per month will have agreed initially to participate in the research.
- At least 165 families per month (or 75% of those who are actually funded and agreed to participate per month) shall be recruited by the Contractor into the first stage of the study i.e. this number completing the initial survey.
- Based on the time period set aside for the study and reporting time lines, the

Contractor estimates that the final 'set' of families starting out in the study would need to be completing their first survey in around April 2019 – this to enable a first follow up to be completed immediately after the intervention lasting up to one year and a second follow up 6 months later.

- A main 12-month 'recruitment window' between for example April 2018 and May 2019 would produce an initial sample of approximately 2,310 families completing a wave one survey. However, it is possible that a large proportion of families agreeing to participate from May 2019 onwards will in fact receive interventions of a duration significantly less than one year. In March 2019 the Contractor, in discussion with the DfE, shall consider continuing to contact these families beyond the ending of the main recruitment window up to about October 2019, increasing the target 'wave one' cohort to around 2,100.

Table 1: Sampling strategy and estimated response rates	Number of families (approx.)
Families initially agreeing to participate in the study April 2018 – May 2019 (14 month period) 220 families consenting to participate with social workers x 14 month recruitment period	3,080
Families responding to the first online survey (April 2018 – May 2019 on the basis of approximately 165 per month) 165 families responding per month x 14 month fieldwork period = 2,310 families responding at wave one	2,310
Families completing subsequent surveys x 2 (based on an attrition rate of approximately 30%)	1,617 Total for families starting to participate April 2018 – May 2019
Could be boosted by an additional approximately $5 \times 140 = 700$ families starting to participate in June – October 2019 which, after attrition, would mean a further 490 completing families $1,617 + 490 = 2,107$	2,107 Total for families starting to participate April 2018 – October 2019

4.17 The Contractor shall aim for a maximum attrition rate of 30% over the 3 waves of survey, bringing the minimum target for completed (i.e. waves 1-3) participation cohort to approximately 1,617 for the initial participants over the first 14 months and to approximately 2,100 if initial participants are involved over a 19 month period.

Service Categorisation Guide

4.18 The Service Categorisation Guide³ identifies the eight broad service categories of fundable intervention (excluding assessments) under the ASF, and approximately 40 individual interventions. Some sub-groups at individual intervention level (for example for therapeutic parenting or psychotherapy) will be much larger than others because they figure much more strongly in applications. Other funded interventions may be of a smaller number but are of significant or growing interest to the sector. Some authorised interventions are likely to be funded only very rarely and, even with all recipient families participating in the research, may produce a sample size that is insufficiently large to enable robust and reliable statements about their impact. The Contractor will analyse a sample of applications (as per element seven below) to assess the qualitative data held in the application form on the interventions to inform understanding of service categorisation.

4.19 With the overall aimed for sample size and a purposive approach the Contractor shall aim to secure large samples for service types that secure at least 3-5% of applications (sample of approximately 50 - 90 at the bottom end). Where the samples are bigger, even with a large number of variables, the findings may be statistically significant. Even where they are not, the findings may still be of interest both to the Sector and to inform more in depth research about the value of particular types of intervention. A purposive approach will include in particular pro-active management of participant recruitment and retention through the hot desk (below).

Hot Desk Support for the Survey

4.20 For the entirety of the survey (all 3 waves), the Contractor shall deploy a dedicated pro-active 'hot-desk' to ensure that participants are supported and appropriately encouraged to complete both the initial and two subsequent waves of survey over up to 18 months. The Contractor shall offer a personalised, supportive service to promote participation and lower attrition rates.

4.21 The Contractor shall design the hot desk to be able to ensure:

- Liaise with those local authorities where consent rates are low to discuss ways these could be improved.
- each wave of survey is sent at the right time (just before the anticipated start of the intervention and working with families to determine when respondents should be sent the second wave questionnaire) on a monthly rolling basis for wave one. Participants have high quality, user-friendly information about the evaluation, confidentiality, and how to use the survey.
- the two subsequent survey waves are timed to coincide with the estimated end point for the intervention provided at wave 1.
- Follow up with participating families where surveys are not returned within a reasonable period of time – for example by email asking either for a returned survey or a more suitable time for completion (and electronically generating that further

³ [Service Categorisation Guidance.pdf](#)

survey for the more suitable time).

- Make telephone contact with all those respondents who do not reply to the initial reminder within a reasonable amount of time (with an option to complete the survey over the telephone or by post if necessary).
- Respond to queries or questions from participants on an ongoing basis.
- Return surveys that are incomplete or unusable for any other reason, for further completion by the research participant.
- Respond to queries about the research questions, confidentiality, uses of the information and other concerns of participants over time.

4.22 The hot desk shall also coordinate and administer postal surveys where these are required. At an early stage in the evaluation the Contractor shall consider with colleagues at DfE and the Advisory Group whether and how it would be possible to create a compelling identity for the survey element of the evaluation and build the loyalty of participants / encourage participation for example through: securing the participation of a high profile individual or organisation to sponsor the activity and / or providing participants with newsletter-style information about the evaluation as it progresses.

Questionnaire design and content

4.23 The Contractor shall design the content of the questionnaire in collaboration with the department and the project's advisory group, to ensure that that the research questions outlined in the ITT are addressed, whilst maintaining flexibility to address emerging research questions within the scope of the overall project. The questionnaire shall collect relevant demographic information.

4.24 The Contractor shall include a common core of content for all three waves, which include measures of family and child functioning, behaviours and wellbeing. The survey shall use standard, well-validated measures that shall be agreed in consultation with the Department and the project's advisory group. The surveys shall combine the following:

- **Standardised measures** – the Contractor shall work closely and at an early stage with colleagues at DfE to agree which measures are most suitable to include in the surveys including those relating to the child's emotional and behavioural development, attachment, and family functioning. The Contractor shall discuss this at an early stage with the Department and advisory group. The standardised measures element of the survey shall be repeated across all three waves of the research.
- **Other including non-standardised measures / questions** – the Contractor shall provide the answers to other key questions (including about family experiences of getting help and staying engaged with the support) and also help significantly in the analysis / attribution of findings, for example service impact by severity and duration of particular child needs or behaviours that have led to the request for support, or by the 'stage' of the placement journey (how long after the child has been placed) as well as child age at receipt of the service. These questions are likely to change with each survey wave.

4.25 The Contract allows for a questionnaire that would take around 20-25 minutes to complete. The questionnaires shall be piloted with two strategies:

1. First the draft questionnaire will be scrutinised by the Department and Advisory Group and comments will be collated and incorporated into the design; and,
2. Secondly, a sample of the target population will be contacted and requested for piloting the survey. For the baseline online survey the Contractor will recruit families that consented to take part in the research in January and February 2018 by social workers, circa 200 families. A small number of families (c.10-15) will be followed up via a short telephone call to understand in more depth their experience of completing the online survey, check their understanding of the or understand reasons for non-responding with families who did not complete the survey. These families will complete the survey and comment through a structured assessment tool.

Data Analysis

4.26 The Contractor shall design and undertake the data analysis to be of two main types: 1) analysis of the characteristics of the sample to uncover any possible biases; and 2) substantive analysis of the survey data to answer the research questions.

4.27 The Contractor shall provide analysis of the data collected through survey responses at several points during the lifetime of the evaluation and triangulate findings with the relevant data from family application forms provided by the ASF Delivery Partner (including for example: outcome categories, presenting conditions – this will be critical to ensure that findings relate to what the interventions are or could reasonably be expected to address).

4.28 The Contractor shall undertake additional analyses of the free text data included by social workers on family contexts and case histories from a representative sample of the whole cohort (at least 200 of the families who have received a variety of interventions).

Analysis of the characteristics of the sample

4.29 In order to understand any possible biases in the achieved sample for the survey the Contractor shall undertake analyses of the whole sample of participant families at each of the key stages i.e. in relation to Wave One, Two and Three questions and effect sizes. Robust findings from these analyses will need to be representative of the overall population of families receiving ASF funding for therapeutic adoption support. In order for this to be the case, the whole sample for analysis must be of a sufficient size (already established) and have key characteristics that are sufficiently similar to the overall population of ASF recipients.

4.30 The contractor shall work closely with the ASF Delivery Partner to achieve this data sharing.

4.31 As a first stage of the analysis, the Contractor shall compare the characteristics of these two populations across a series of key variables to evaluate any possible biases, for

example, age band of the key child, intervention type, area of residence. The information required to inform these analyses shall be made available from the ASF Delivery Partner in relation to the overall population of families receiving ASF funding. Similarly, the Contractor shall compare the characteristics of wave 2 respondents with those who took part in wave 1 in order to examine differential attrition.

4.32 In the event of a completely randomly implemented attrition of the sample and absence of non-response bias (see below), the participant sample is more likely to be representative. Where it is not sufficiently representative, the Contractor shall apply sampling methods to ensure a more efficient result, for example: stratification sampling. This involves dividing the sample into sub-groups and selecting subjects for involvement in the analysis in a proportionate manner to reflect the overall population characteristics. The contractor shall use statistical tests to establish if there are any significant differences in sample composition at these two stages, and this shall be included in the report.

4.33 The Contractor shall also consider whether any statistical adjustments can be made, for example, using weighting. It is possible that the Contractor shall need to apply these techniques in particular if, through purposive sampling for the sub-group analysis, some intervention categories end up relatively large or small in relation to the overall population of funded families.

Substantive analysis of survey data

4.34 The Contractor shall analyse survey responses at each wave using a standard statistical software package, such as SPSS. The analysis will be primarily descriptive and be designed to answer the specific research questions posed in the ITT. The Contractor shall produce a report that includes summary tables containing results from the statistical analysis, including significance tests, and this will be accompanied by a written commentary on the results.

4.35 Where sample sizes permit, the contractor shall conduct sub-group analysis to ascertain whether experience of ASF and family and child functioning, behaviours and wellbeing varies by family and socio-economic characteristics and regression analysis to establish which of these differences are statistically significant controlling for other characteristics. The Contractor shall also use longitudinal analysis techniques to look at changes between wave 1, wave 2, and wave 3, in relation to the measures of family and child functioning, behaviours and wellbeing.

Wave One questionnaires

4.36 The Contractor shall under a series of descriptive analyses relating to the baseline standardised measure scoring, for example: the nature of the sample (by age, gender, stage of adoption, type of support to be commissioned using the fund, type of issue(s)). This should yield useful data about the nature of demand within the sample compared with the overall ASF population from the same time period and the earlier pilot ASF populations.

4.37 In relation to the baseline scores from standardised measure questions, the Contractors shall undertake preliminary analyses of the sample in its own right and also

compared with the broader population by applying normative data i.e. data from large scale studies relating to the population which are available for the more commonly used measures such as the Strengths and Difficulties Questionnaire (SDQ).

4.38 The Contractor shall also undertake analyses to identify the extent to which children in the baseline sample have 'normal, borderline or abnormal' scores compared with the overall population, again with reference to published normative data. The Contractor shall undertake this analysis in relation to specific dimensions of the scale as well as overall scores. These additional analyses shall provide useful information about the extent to which emotional health, child behaviour and family functioning in adoptive families is the same as or differs from the norm – and at key different age stages.

Wave Two and Three questionnaires

4.39 The Contractor shall undertake analyses focusing more on the nature of those families who completed subsequent questionnaires and the impact of the interventions they have received on child emotional health / behaviour and family functioning, with reference to the effect size. Change (post intervention scores minus pre-intervention) scores shall be calculated and mean (average) as well as standard deviation (difference in range) scores ascertained to produce whole cohort effect sizes for the overall as well as specific dimensions of the measure. The Contractor shall calculate the extent to which these changes are small, medium or large and statistically significant. In relation to Wave Three questionnaires, the Contractor shall calculate the full effect size between baseline and final follow up scores as well as between wave two and three post intervention scores. This should provide detailed evidence about the extent to which interventions have had sustainable effects on families.

4.40 The Contractor shall undertake further analysis of the variance of change from baseline to explore the potential effect of different factors on improvement(s). For example to answer the following questions: are there any significant relationships between variables such as child age or stage of adoption and improvement? Are there any differences in the degree of improvement across different variables, including intervention type, age etc.? From these analyses, the Contractor shall endeavour to ascertain the extent to which variables can be said to be significantly associated with outcomes.

4.41 The Contractor shall also triangulate data from non-standardised but nonetheless significant questions, for example those that relate to the suitability, accessibility, cost (effectiveness), experience and quality of support services provided for both the whole cohort and by sub-groups e.g. by age, geographical area, intervention type etc.

4.42 The Contractor shall provide analyses in summary form for the substantive report plus a more detailed technical document outlining in full which analyses were undertaken and why, and each of the results.

4.43 Bias can occur within samples for a number of reasons and at different stages for example, in relation to this study:

- When families decide, or not to opt in to the research study and for their contact details to be shared with researchers (self-selection bias)

- When they do, or don't, complete or partially complete waves 1, 2 and 3 of the questionnaire over a period of up to 18 months (non-response bias)

Non-response bias

4.44 The Contractor shall consider the non-response rate, i.e., 'to what extent do those who do and don't respond/complete questionnaires differ?' This is important because, if there are real differences in the two populations, the results may be generalised only to the group that responds. To answer the question, the Contractor shall look at the characteristics of those who do and those who do not respond / complete questionnaires. This will be from the ASF Delivery Partner and data collected directly from families at the baseline stage. It is also possible, in some instances, to compare early to late responders in order to ascertain the difference – some research has shown that late responders can be used as a proxy for non-respondents.

4.45 The Contractor shall endeavour, through the online survey approach, and hot-desk pro-active approach to reduce the number and proportion of non/partial responses, including opportunities for follow up communications with participants (a 'recover the values' approach).

4.46 For the remaining incomplete responses, the Contractor shall explore approaches, including: either delete data in relation to each such participant where sample sizes are large enough. This would be an option if there are relatively few instances, and in the context of a large enough sample can be undertaken without substantial loss of statistical power.

4.47 In the event that there are numerous incomplete questionnaires, the Contractor shall consider using multiple regression analysis to estimate missing values, and using the 'multiple imputation' approach in SPSS to take advantage of correlations between responses. The software creates 'plausible values' based on correlations for the missing data and then averages the simulated datasets by incorporating random errors in the predictions.

Element TWO: SCHEDULE OF WORK		
Task	Output	Date Required
Design of fieldwork instruments complete for wave 1 of the longitudinal adopters' survey	Draft instruments and final versions following comments	Mid-February- mid-March 2018
Pilot wave 1 questionnaire	Report on findings from wave 1 online survey with families and issues raised	March – April 2018
Wave 1 fieldwork for longitudinal adopters' survey start- complete	Issue wave 1 survey to families on a rolling basis	May 2018- May 2019

Element TWO: SCHEDULE OF WORK		
Task	Output	Date Required
Design of fieldwork instruments complete for wave 2 of the longitudinal adopters' survey	Draft instruments and final versions following comments	Mid-April- mid-May 2018
Pilot wave 2 questionnaire	Report on findings from wave 1 online survey with families and issues raised	June – July 2018
Wave 2 fieldwork for longitudinal adopters' survey start- complete	Issue wave 2 survey to families on a rolling basis	August 2018 – May 2020
Design of fieldwork instruments complete for wave 3 of the longitudinal adopters' survey	Draft instruments and final versions following comments	Mid-October – Mid-November 2018
Pilot wave 3 questionnaire	Report on findings from wave 1 online survey with families and issues raised	December 2018 – January 2019
Wave 3 fieldwork for longitudinal adopters' survey start- complete	Issue wave 3 survey to families on a rolling basis	February 2019 – November 2020
Interim report (1)	Draft report submitted to the Department	Early December 2018
	Agreed final version	Mid-January 2019
Interim report (2)	Draft report submitted to the Department	Early September 2019
	Agreed final version	Mid-October 2019
Interim report (3)	Draft report submitted to the Department	Early August 2020
	Agreed final version	Mid-September 2020
Final report	Draft final report submitted to the Department	End January 2021
	Final agreed report submitted to the Department	31 st March 2021

ELEMENT THREE: QUALITATIVE INTERVIEWS WITH CHILDREN AND FAMILIES

4.48 The Contractor shall design and undertake qualitative interviews to meet the overall aim of exploring the experiences of some ASF-participating families in greater depth to:

- Ask broader questions about their experience of the whole system, the administration of the fund, the service(s) provided, the support needs of the adoptive families, and the impact of the support; and,

- Illustrate the overall findings (including by use of case study-style material).

4.49 The Contractor shall recruit 25 families into longitudinal face-to-face and more in-depth interviews, from those who have agreed to participate in the study. This is a researcher-intensive element of the study and is likely to be illustrative in nature. The Contractor shall conduct two sets of in-depth interviews at dates and times to suit the participating parent and within the timescales required for this project.

4.50 The Contractor shall select families from those who have returned their 2nd survey questionnaire and contact them by letter in 'batches' every 2 months over a 12 month period requesting their participation in a more in-depth interview to be conducted on a face to face basis or, where this is not possible, over the telephone. The Contractor shall also request a second in-depth interview 6 months hence.

4.51 The Contractor shall request an interview with the key carer and, with careful consideration of ethics, also with the child. The Contractor shall discuss the suitability of involving the child in the interviews in advance with their key carer. The Contractor shall consider age appropriate techniques for capturing the voice of the child shall be considered, including for example: for older children and young people, semi-structured interview questions designed specifically for the purpose; and for younger children use of visual aids and pictures from which they can select a response to basic questions. The Contractor shall endeavour to gather impact and satisfaction ratings from both older e.g. aged 13 plus and younger e.g. aged 6-12 years children using different methods as appropriate.

4.52 The follow up interviews 6 months later with the same families shall explore the impact of Adoption Support Fund on their lives, support received and outcomes.

4.53 The Contractor shall undertake the first set of interviews between February and September 2019, with the follow up interviews undertaken between August 2019 and March 2020.

4.54 The Contractor shall record and transcribe the interviews at their expense, where the family is happy for this to happen. Otherwise, the Contractor shall record the interviews manually (hand written) during the interview.

4.55 The interviews shall be confidential and the content shall not be attributable to a particular family or children. This will be explained in the informed consent form.

4.56 The Contractor shall use experienced DBS checked researchers based around the country to undertake the family and child interviews.

Qualitative Analysis

4.57 The Contractor shall organise and analyse responses from semi- and un-structured interviews in a thematic way with the support of NVivo. Interviews with representatives of local authorities, regional adoption agencies and provider organisations and their responses to standard questions at each stage of the research shall be summarised by the researchers conducting the interviews. These responses combined with any additional data provided by interviewees either pre or post-interview shall be written up at each stage and sent to a lead

professional within each of the organisations for agreement before being subject to analysis.

Element THREE: QUALITATIVE INTERVIEWS WITH CHILDREN AND FAMILIES SCHEDULE OF WORK		
Task	Output	Date Required
Design research instruments for the wave 1 qualitative interviews with families and children	Agreed topic guides for qualitative interviews	January 2019
Fieldwork commences with Adoptive families receiving funding through ASF		
Analyse findings from Wave 1	Report findings from Wave 1 – feed into interim report two	September 2019
Design research instruments for the wave 2 qualitative interviews with families and children	Agreed topic guides for qualitative interviews	June 2019-July 2020
Wave 2 Fieldwork commences with Adoptive families receiving funding through ASF	Undertake fieldwork	August 2019 – March 2020
Analyse findings from wave 2	Report findings from wave 2 – feed into interim report 3	Early August 2020

ELEMENT FOUR: LONGITUDINAL INTERVIEWS WITH LOCAL AUTHORITY REPRESENTATIVES AND PROVIDERS

4.58 The Contractor shall design this element to explore key evaluation questions relating to local authority practice, commissioning and service provision / markets – including in response to recent changes e.g. regionalisation. It will require substantial contributions from some local authorities and providers which the Contractor shall need to negotiate and support effectively by the evaluation team.

Local Authority Interviews

4.59 The Contractor, in collaboration with colleagues at DfE and the ASF Delivery Partner, shall identify 15 local authorities of different types and sizes from different regions across England.

4.60 With the support of these authorities, the Contractor shall undertake two ‘waves’ of in-depth face to face interviews with approximately 3-5 members of relevant staff. In order to answer all of the key relevant questions for this evaluation, the Contractor shall interview a range of people. For example, the Contractor shall request a series of interviews with:

- The director or senior management team member with responsibility for adoption;
- The service manager with responsibility for adoption services (including or otherwise the regional service manager where appropriate);
- Team managers with responsibility for adoption services (including those with a responsibility for therapeutic adoption support where appropriate);
- Senior members of the adoption team; and,
- Manager or / team members providing in house adoption support.

4.61 The Contractor shall endeavour to coordinate the interviews to take place on the same day to suit each authority. The overall focus for interviews shall be to ascertain the accessibility of the ASF and its impact on the leadership, commissioning including market shaping, and provision of adoption support services, including in the context of recent relevant changes e.g. regionalisation of adoption services. The Contractor shall explore local authority representatives' understanding of the therapeutic needs of adopted children and the market / potential market for suitable support services as well as how this understanding influences their practice, leadership and commissioning of services. The interviews shall be supplemented with detailed written evidence, as appropriate and requested, from the selected authorities.

4.62 The interviews shall be confidential and the content shall not be attributable to a particular authority or organisation. This will be explained in the informed consent form.

Provider Interviews

4.63 With support and intelligence from the ASF Delivery Partner and the selected authorities, the Contractor shall identify and conduct two waves of telephone or face to face interviews with the leaders of a range of adoption support providers to explore key evaluation questions including for example:

- How demand for therapeutic and other forms of adoption support has changed over time (including with reference to the regionalisation agenda);
- Their experience of the ASF process and how it is administered with reference to both local authorities and the national gateway;
- Their views about how the fund processes could be improved in the future;
- How the market for adoption support services should and could be stimulated or supported in the future to ensure sufficient choice of high quality and evidence-based services available for all adopted children and those with a SGO; and,
- Enablers and barriers to market development.

4.64 The Contractor shall undertake two sets of interviews with 20 providers of adoption services across England, including key providers from individual regions, large and smaller

providers, and those that have a national presence (either in relation to therapeutic adoption support or other forms of support for vulnerable children and families). The Contractor shall undertake the first set of interviews with local authorities and providers between September and December 2018, with follow up interviews conducted January to April 2020.

Qualitative analysis

4.65 The Contractor shall organise and analyse responses from semi- and un-structured interviews text in a thematic way with the support of NVivo. Interviews with representatives of local authorities, regional adoption agencies and provider organisations and their responses to standard questions at each stage of the research shall be summarised by the researchers conducting the interviews. These responses combined with any additional data provided by interviewees either pre or post-interview shall be written up at each stage and sent to a lead professional within each of the organisations for agreement before being subject to analysis.

4.66 The interviews will be confidential and the content will not be attributable to a particular authority or organisation. This will be explained in the informed consent form.

Element FOUR SCHEDULE OF WORK		
Task	Output	Date Required
Design research instruments	Agreed topic guides for qualitative interviews	August 2018
First wave of fieldwork with local authorities and providers	Undertake fieldwork	September to December 2018
Design research instruments for follow up interviews	Agreed topic guides for qualitative interviews	December 2019
Second wave of fieldwork with local authorities and interviews with adoption support providers	Undertake fieldwork	January to April 2020
Analyse findings from wave 1 fieldwork	Report findings from wave 1 – feed into interim report two	Early September 2019
Analyse findings from wave 2	Report findings from wave 2 – feed into interim report 3	Early August 2020

ELEMENT FIVE: CASE STUDIES WITH RAAS AND ASF REGIONAL PILOTS

4.67 The Contractor shall design the case studies with RAAs and regional pilots to understand how the regions are preparing for / delivering regionalisation and making best use of the ASF, including through commissioning and market shaping activity with reference to ASF and broader budgets for adoption.

4.68 The Contractor shall work together with colleagues at DfE and the team

commissioned to evaluate RAAs to secure the best timings and approach. The Contractor shall coordinate and undertake up to two sets of interviews / focus group meetings with RAA representatives in five regions including with the three RAAs that have been awarded a Practice Improvement Fund grant in relation to the ASF budget.

4.69 The Contractor shall endeavour to undertake each fieldwork period over a 1-day period, including with reference to when the RAAs come on stream. The Contractor shall undertake two sets of interviews to evaluate issues of both: (a) preparedness for regionalisation of adoption support services including how they are planning to commission and procure services; and (b) how they are delivering or facilitating the delivery of adoption support services over time.

4.70 Two sets of interviews are likely to be particularly relevant in relation to the three areas focusing on ASF but may be possible, subject to the demands of the RAA Evaluation, in relation to all five RAAs. Alternatively, the team evaluating RAAs may ask questions relevant to the ASF evaluation on behalf of the Contractor (and vice versa).

4.71 The interviews will be confidential and the content will not be attributable to a particular authority or organisation. This will be explained in the informed consent form.

4.72 The Contractor shall organise and analyse responses from semi- and un-structured interviews in a thematic way with the support of NVivo. Interview responses to standard questions at each stage of the research will be summarised by the researchers conducting the interviews. These responses combined with any additional data provided by interviewees either pre or post-interview will be written up at each stage and sent to a lead professional within each of the organisations for agreement before being subject to analysis.

Element FIVE SCHEDULE OF WORK		
Task	Output	Date Required
Design research instruments wave one	Agreed topic guides for qualitative interviews	Early August 2018
First wave of case studies with RAAs and ASF regional pilots	Undertake fieldwork wave 1	September – December 2018
Design research instruments wave 2	Agreed topic guides for qualitative interviews	Early December 2019
Second wave of case studies with RAAs and ASF regional pilots	Undertake fieldwork wave 2	January – April 2020
Analyse findings from first wave interviews	Report on findings from wave two – feed into interim report two	Early September 2019
Analyse findings from second wave interviews	Report on findings from wave two – feed into interim report three	Early August 2020

ELEMENT SIX: TWO FLEXIBLE QUALITATIVE STUDIES THAT RESPOND TO EMERGING ISSUES DURING THE LIFETIME OF THE PROJECT

4.73 The Contractor shall design two qualitative studies that respond to issues and hypotheses that emerge during the earlier stages of the evaluation. The Contractor shall undertake additional qualitative evaluation activity, as indicated, to follow these particular lines of enquiry for example through:

- Additional interviews with stakeholders not represented so far, e.g. national stakeholders;
- Additional focus group meetings with providers;
- An additional on-line survey of all local authority key links with the ASF about the demand for adoption support and their commissioning of these services;
- An additional on-line survey of all adoptive parents
- Requests for and analysis of additional information from local authorities or RAAs participating in interviews to explore hypotheses The evaluation lead shall discuss and agree these additional evaluation activities directly with colleagues at DfE as the project progresses.

4.74 The Contractor shall reserve 20 days overall for this activity including two lead evaluator, nine senior and nine junior researcher days.

Element SIX SCHEDULE OF WORK		
Task	Output	Date Required
Fieldwork for flexible qualitative study one	Report on findings	April to July 2019
Fieldwork for flexible qualitative study one	Report on findings	April to July 2020

Element Seven: Analysis of Management Information

4.75 The Contractor shall analyse the Management information from the ASF Delivery Partner since the programme's inception until the end of 2020 to explore changes in demand for ASF funding and reported visually. The Contractor shall time this analysis to coincide with each reporting round and key analysis phases and to inform the sampling of case studies. This information shall provide an overview and context to the case studies and will be triangulated with all other data in the final analysis.

The Contractor shall explore the data by:

- Child age;
 - Child ethnicity;
 - Child and family geographical location;
 - The number of applications by family;
 - Brief case history (including whether the child experienced abuse or neglect);
 - The type of application (including the type of therapeutic provision and to meet what desired outcome category);
 - The size and cost of applications by different types of provision; and,
 - Applications by type of authority e.g. local authority, consortia/collaboration or RAA
- Where possible, this data and data analysis shall be triangulated with all of the other available qualitative and quantitative data e.g. from interviews or reports / other quantitative data provided by interviewees.
- The Contractor shall include this data in the key reporting outputs, outlined below.

Element Seven: SCHEDULE OF WORK		
Task	Output	Date Required
Analyse data from the ASF Delivery Partner	Report on findings – feed into report one	Early December 2018
Analyse data from the ASF Delivery Partner	Report on findings – feed into report two	Early September 2019
Analyse data from the ASF Delivery Partner	Report on findings – feed into report three	Early August 2020
Analyse data from the ASF Delivery Partner	Report on findings – feed into final report	End of January 2021

5. OUTPUTS: ANALYSIS, REPORTING AND DISSEMINATION OF FINDINGS

5.1 The Contractor shall deliver the following outputs during the lifetime of the evaluation, whilst being mindful of the focus on the original key questions for evaluation, and pro-active anticipation of and attention to other emerging questions for Government and the Sector:

- Three draft interim reports to the DfE and linked presentations that bring together available evidence from all elements at the following approximate times and agreed within six weeks of submitting the draft:
 - December 2018;
 - September 2019;
 - August 2020.
- One final report for DfE publication submitted early February 2021 and agreed by 31st March 2021.

- Further materials, as agreed with colleagues at DfE, to disseminate findings and influence the sector as the evaluation progresses.

5.2 The Contractor shall deliver drafts to the DfE for comment and each of these reports shall include key clear findings, recommendations and products to inform ongoing policy development and for the Sector as the fund and other key variables such as regionalisation progress.

5.3 All reports shall be produced for colleagues at DfE in the format required, including an executive summary and key findings relating to each of the questions for the evaluation as well as recommendations for Government and the Sector.

5.4 The Contractor shall also share finalised products that have emerged during the lifetime of the evaluation with a range of stakeholders, for example, the framework for assessing the suitability of different types of intervention that may be used to support commissioning. The Contractor shall also present the findings to the DfE and the Advisory Group, and with DfE's approval to a range of national leaders as required at each key stage of the evaluation.

Ongoing dissemination of findings

5.5 In discussion and agreement with the Department the Contractor shall also produce at each key stage of the evaluation tailored key findings or briefings for different key audiences, which are likely to include:

- Policy makers at a national level – civil servants and politicians;
- Leaders and commissioners of local and regional adoption services including those embarking on a RAA;
- Providers of adoption and adoption support services from all sectors; and,
- Other stakeholders at a national level e.g. umbrella bodies and interest groups such as Adoption UK.

5.6 The Contractor shall present findings at conferences and other national platforms, as agreed with DfE. If authorised by the commissioners of this study, the Contractor shall work with colleagues at the What Works Centre (for children's social care) and other key national platforms and national programmes, including through the new Regional Improvement Alliances, to ensure that the findings are widely disseminated. Multi-method knowledge transfer strategies and those that address key questions of interest for the sector (sector pull) are likely to be most influential as are those that effectively translate findings into 'what this means' in practice for different audiences and provide tools and supports for implementation of recommendations.

5.7 All outputs shall be captured in electronic format, using Word, PDF and PowerPoint. The Contractor shall ensure that these are all delivered in the required format and to time. The Contractor shall discuss and agree with the Department the best approach to

presenting the interim and final findings, which might be as more traditional reports, slide shows or other more innovative information transfer solutions as appropriate.

5.8 The Contractor shall create and maintain a checklist of deliverables (including reports, intellectual property and other services) throughout the project. This checklist will be used to ensure that we systematically handover or sign off all relevant outputs from the support project on closure.

Element EIGHT: SCHEDULE OF WORK		
Task	Output	Date Required
Interim report one	Delivery of draft report for comment	Early December 2018
Interim report one	Delivery of final agreed report	Mid-January 2019
Interim report two	Delivery of draft report for comment	Early September 2019
Interim report two	Delivery of final agreed report comment	Mid-October 2019
Interim report three	Delivery of draft report for comment	Early August 2020
Interim report three	Delivery of final agreed report	Mid-September 2020
Final report - draft	Delivery of draft final report for comment	End of January 2021
Final report	Delivery of final agreed report	March 2021

6. Staffing

6.1 The Institute of Public Care at Oxford Brookes University (the Contractor) shall lead the study and have overall responsibility for the management and delivery of the work. The Contractor shall provide methodological oversight of all areas of the study and evaluation design. The Contractor shall lead on tool design and fieldwork for the qualitative interviews & case-visits with local authorities and adopted children and families. The Contractor shall lead on the qualitative analysis and delivery of the final report. The Contractor's team are as follows:

██████████ ██████████ ██████████ will provide overall quality assurance, and his role includes:

- instigating a close conversation and relationship with the client
- acting as an internal champion of the project as required
- assuring the availability of resources for the project from within IPC
- being accountable for the overall delivery of the planned outcomes and products identified in the project proposal
- ensuring resolution of any complex issues raised by the project manager internally and by the client
- approving any significant variation to planned outcomes and products or the use of resources

- having ultimate authority and responsibility for the project

██████████, Assistant Director at IPC will be the Lead Researcher for this project and ██████████ will provide:

- a consistent interface between IPC and the DfE and will develop and agree with commissioners of this study a detailed plan including: activities, milestones, key deliverables, and the risk register;
- ensure that the most appropriate skills within the team are deployed to complete all elements of the project to a high level;
- directly manage and supervise all members of the evaluation team on this project on a day-to-day basis as it progresses.

6.2 The Contractor shall deploy the following senior researchers on this contract:

- ██████████ and ██████████ will organise and manage the interviews with local authorities, RAAs and providers
- ██████████, Principal Researcher will take responsibility for the management and analysis of data and will supervise the 'hot desk' for family participants.
- ██████████, Senior Associate Researcher will undertake interviews with LAs, RAAs and providers
- ██████████, Senior Associate Researcher will undertake interviews with LAs, RAAs and providers
- ██████████ will work with ██████████ and ██████████ to analyse the data collected for this study, in particular the standardised measures included in the questionnaires for family members
- ██████████ will support the project with regard to ethics and research methods, to ensure that the best approaches are tailored to each activity. She will directly supervise the work of ██████████ in relation to the analysis of standardised measures for this study

6.3 The Contractor shall deploy the following researchers on this contract:

- ██████████, Researcher, will support the design, testing and delivery of the on-line survey with families
- ██████████, Associate Researcher, will undertake interviews with families
- ██████████, Researcher, will undertake interviews with families

6.4 The Department for Education shall deploy the following individuals on this contract:

██████████ Senior Research Officer, will be the Project Manager for this Study. ██████████ will be responsible for the day-to-day management of the project, ensuring the project keeps to time and budget, reviewing fieldwork tools and reports and working closely with the contractor to ensure the objectives of the study are fulfilled.

██████████, policy lead on the ASF, will work closely with the Project Manager reviewing fieldwork tools and reports and liaising with the contractor to ensure the research is responsive to inform policy development.

7. RESEARCH ADVISORY GROUP

7.1 The Project Manager shall set up a Research Advisory group 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 Research Advisory Group 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 Research Advisory group in writing if requested by the Department. The Contractor's representatives on the Research Advisory Group shall attend all meetings unless otherwise agreed by the Department.

8. Risk Management

Risk	Likelihood	Possible impact	Proposed response
Longitudinal sample of families participating 3 times is insufficiently sized to enable robust findings at a sub-group level	High	High	<ul style="list-style-type: none"> • Purposive approach • Hot desk - significant resource and energy invested in securing responses • Personalised recruitment of and support to participants • Sensitive reminders (sensitive to actual known start and end dates for interventions) • Option for telephone survey at stages 2 and 3 at least • Motivational engagement material
ASF interventions vary significantly in type, target groups and dosage making it difficult to find shared measures and survey design.	High	Medium	<ul style="list-style-type: none"> • Time allocated to understanding interventions & developing options with DfE for survey design e.g. narrowing interventions to be measured, using multiple measures (e.g. different age children), and agreeing survey time periods.
Insufficient numbers to meet statistical sample threshold	Low	High	<ul style="list-style-type: none"> • If the sample threshold has not been met, the survey period will have to be extended.
Drop out of parents facing serious problems between survey waves	Medium	Medium	<ul style="list-style-type: none"> • Analyse characteristics of parents in first waves and identify if any particular groups are dropping out and weight to adjust for this bias.

introduces systematic bias.			
Too few service users agree to take part in qualitative interviews, particularly interviewing children.	low	medium	<ul style="list-style-type: none"> • Unlikely as only a small sample is needed. • Careful consideration of ethics & clear information to reassure families.
Local authorities and RAAs don't commit the right staff to longitudinal interviews / case study activities	Medium	High	<ul style="list-style-type: none"> • Build on IPC's reputation and networks. • Initial briefings for service leaders and others who will be asked to participate • Significant investment in relationship development including to secure ongoing commitment to the project at the time of the initial interviews, and use highly skilled researchers in this. • Provide things that are useful to the Sector as part of the engagement with them e.g. tool(s) for analysing the suitability / sufficiency of currently commissioned services or opportunities to find out about what other areas are doing
Evaluation findings too late to influence commissioning and practice at a critical time	Medium	Medium	<ul style="list-style-type: none"> • Regular reporting • Regular useful briefings provided for the Sector • Presentations of findings at key national or regional events • Other opportunities for effective knowledge transfer as the project evolves (in conversation with DfE)
Loss of key research staff across the partnership during the project.	low	medium	<ul style="list-style-type: none"> • The organisation has other capable staff able to take up roles on this project if required.
Evaluation findings point to overall lack of success of initiative.	low	low	<ul style="list-style-type: none"> • There is always learning to be gained that can inform policy and practice. Identify elements of each model that work for certain families in certain circumstances.

8.1 The Contractor shall implement the Oxford Brookes University-wide quality assurance system <http://www.brookes.ac.uk/asa/apgu/handbook/introduction.html>

The Contractor's quality and risk management procedures shall also include a number of additional features relevant to the evaluation project, including:

- Careful matching of staff with relevant experience to project activities;
- Use of trusted and experienced associates in supporting roles within projects where they add value. The work of associates is subject to the same quality assurance processes as the Contractor's internal staff;
- Detailed project planning and regular consultation with clients as well as more formal progress reporting including with a pro-active focus on managing risk;
- Active project supervision of all project team members by the Lead Researcher;
- Arrangements for sign off of project activities at each stage by the Lead Researcher. There is a rigorous reading and evaluation process for all outputs, with support from and checking by the Project Sponsor;
- Staff supervision, appraisal and mentoring arrangements. This includes regular, on-going assurance of researchers' competencies by regular observation of their work and feedback from clients, which is discussed with them at appraisal; and,
- Pro-active work to address likely risks and timely attention to those more unexpected risks that arise as projects progress.

9. Data Collection

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

9.2 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;

9.3 The Contractor shall clear any data collection tools with the Department before engaging in fieldwork.

9.4 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

10.1 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

11.1 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.

Funding for the evaluation from financial year 2020-2021 will be dependent on future funding being available.

Project Milestones	Payment Amount	Payment Date
2017/18 financial year		
Attend inception meeting; ethics committee toolkit, develop framework		15 March 2018
Total		
2018/19 financial year		
Longitudinal research including sending out questionnaires and interviews with LAs and RAAs.		31 July 2018
Reporting, case studies with RAAs and ASF Regional Pilots; first flexible qualitative study; start of analysis of MI		15 March 2019
Total		
2019/20 financial year		
Reporting, qualitative interviews with children & families		31 July 2019
Reporting, case studies with RAAs and ASF Regional Pilots; first flexible qualitative study; further analysis of MI		15 March 2020
Total		
2020-21 financial year		
Final analysis and reporting		31 July 2020
Final reporting		15 March 2021
Total		
EVALUATION TOTAL excluding VAT	£233,060	

Expenditure for the financial year 2017-2018 shall not exceed [REDACTED] exclusive of VAT.

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

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

Expenditure for the financial year 2020-2021 shall not exceed [REDACTED] exclusive of VAT.

Total Project expenditure shall not exceed £233,060 exclusive of VAT.

- 2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the department when both parties have signed the paperwork.** The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be sent to the **Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ** and/or by email to **APinvoices-DFE-U@sscl.gse.gov.uk**. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete

or illegible invoices.

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

End of Schedule Two

SCHEDULE THREE**1. Contractor's Obligations**

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

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

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

5. Contractor's Employees and Sub-Contractors

- 5.1. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 5.2. The Contractor shall take all reasonable steps to satisfy itself that its

employees or any approved sub-contractors (or their employees) are suitable in all respects to perform the Project.

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

6. Ownership of Intellectual Property Rights and Copyright

- 6.1. Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Contractor
- 6.2. The Contractor hereby grants to the Department a non-exclusive licence without payment of royalty or other sum by the Department in the Copyright to:
 - 6.2.1 do and authorise others to do any and all acts restricted by the Act as amended from time to time or replaced in whole or part by any statute or other legal means in respect of any Copyright Work in the United Kingdom and in all other territories in the world for the full period of time during which the Copyright subsists; and
 - 6.2.2 exercise all rights of a similar nature as those described in Clause 6.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world.
- 6.3. Each party will at the request and reasonable expense of the other execute all

such documents and do all such acts as may be reasonably necessary in order to vest in the other the rights granted to the other under this Clause 6.

7. Data Protection Act

- 7.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 7, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA.
- 7.2 The Contractor shall:
- 7.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);
 - 7.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
 - 7.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 7.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
 - 7.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
 - 7.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 7;
 - 7.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;
 - 7.2.8 Notify the Department within five Working Days if it receives:
 - 7.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 7.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;
 - 7.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:

- 7.2.9.1 providing the Department with full details of the complaint or request;
- 7.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
- 7.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
- 7.2.9.4 providing the Department with any information requested by the Department;
- 7.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;
- 7.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
- 7.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
 - 7.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure.
 - 7.2.12.2 the Contractor shall set out in its request for change details of the following:
 - (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the

Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

7.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

7.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
- (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

7.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

8. Department's Data

8.1 The Contractor shall employ appropriate organisational, operational and technological processes and procedures to keep the Department's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the Department.

8.2 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Department's Data.

8.3 The Contractor shall not store, copy, disclose, or use the Department's Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Department.

- 8.4 To the extent that the Department's Data is held and/or processed by the Contractor, the Contractor shall supply that the Department's Data to the Department as requested by the Department in the format specified by the Department.
- 8.5 The Contractor shall take responsibility for preserving the integrity of the Department's Data and preventing the corruption or loss of the Department's Data.
- 8.6 The Contractor shall ensure that any files containing the Department's Data are stored on the Contractor's secure servers and/or secured IT equipment. The Contractor shall ensure that the Department's Data relating to the project is segregated from other data on their IT systems.
- 8.7 The Contractor shall not keep the Department's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CESG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the Department's Data should be encrypted to the FIPS 140-2 Standard.
- 8.8 The Contractor shall keep an audit trail of where the Department's Data is held, including hardware, laptops, drives and devices.
- 8.9 The Contractor shall ensure that the Department's Data is stored in locked cabinets.
- 8.10 The Contractor shall ensure that the Department's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the Department's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 8.11 The Contractor shall perform secure back-ups of all the Department's Data and shall ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the Department at all times upon request.
- 8.12 The Contractor shall ensure that any of the Department's Data to be sent between the Contractor's offices/staff, and/or the sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Contractor shall ensure that the password for files is sent separately from the data to the named recipient of the data. The Department's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.
- 8.13 If the Department's Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Department may:

8.13.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of the Department's Data shall do so as soon as practicable and/or

8.13.2 itself restore or procure the restoration of the Department Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

- 8.14 If at any time the Contractor suspects or has reason to believe that the Department's Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Department immediately and inform the Department of the remedial action the Contractor proposes to take.

9. Warranty and Indemnity

- 9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
- 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
- 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.
- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.

- 9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

- 10.1. This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.
- 10.2. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
 - 10.4.1. the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3. the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4. the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or
 - 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; or
 - 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; or

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; or

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; or

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; or

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 Each party acknowledges that the other is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the other to enable it 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 party in receipt of the request 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 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:
- 12.4.1 in certain circumstances without consulting the Contractor; or
 - 12.4.2 following consultation with the Contractor and having taken their views into account;
 - 12.4.3 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.
- 12.5 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. Amendment and variation

- 16.1 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.

17. Assignment and Sub-contracting

- 17.1 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.

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

- 18.1 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.

19. Waiver

- 19.1 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.

20. Notices

- 20.1 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.

21. Dispute resolution

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. Law and Jurisdiction

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

23. Recycled Paper

- 23.1 The Contractor shall ensure that all paper used in the production of reports, documents and other materials arising out of the performance by the

Contractor of their duties under this Contract consists of a minimum of sixty-per-cent recycled content of which seventy-five per cent is post-consumer waste.

24. Discrimination

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

25. Safeguarding children who participate in research

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

26. Project outputs

- 26.1 Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.
- 26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from: <https://www.gov.uk/government/publications/research-reports-guide-and-template>
- 26.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports.
- 26.4 The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department's comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.

- 26.2 Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 13 above. The Contractor shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Department.
- 26.3 Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.
- 26.4 Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

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

Authorised to sign for and on
behalf of the Contractor

Signature

[REDACTED]

Signature

[REDACTED]

Name in CAPITALS

[REDACTED] [REDACTED]

Name in CAPITALS

[REDACTED] [REDACTED]

Position and Address

Deputy Director, Children in Care and
Permanence_
DEPARTMENT FOR EDUCATION
DEPUTY DIRECTOR
SANCTUARY BUILDINGS
GREAT SMITH STREET
LONDON
SW1P 3BT

Position and Address

Director of OXFORD BROOKES
ENTERPRISES LTD
OXFORD BROOKES ENTERPRISES LTD
Headington Campus,
Oxford,
OX3 0BP

Date 15/02/2018

Date 15/02/2018