



Department for Education

CONTRACT FOR GENDER BALANCE IN COMPUTING PROGRAMME PROJECT REFERENCE NO: RD1001855

This Contract is dated 29 April 2019

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) **STEM LEARNING** a company registered in England and Wales under company number 05081097 whose registered office is at National STEM Learning Centre, University of York, Heslington, York YO10 5DD (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 RD1001855.

Commencement and Continuation

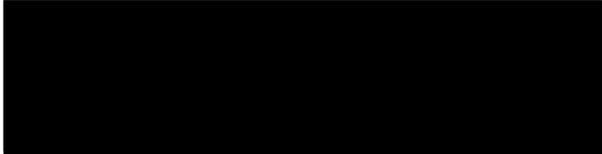
The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before 31 July 2022.

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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 – Specification and Annex 1 – Contractor’s Solution;
“the Project Manager”	
“the Contractor’s Project Manager”	
“the Act and the Regulations”	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“BPSS” “Baseline Personnel Security Standard”	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further Information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard ;
“CC” “Common Criteria”	the Common Criteria scheme provides assurance that a developer’s claims about the security features of their product are valid and have been independently tested against recognised criteria;
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional ;
“CCSC” “Certified Cyber Security Consultancy”	is NCSC’s approach to assessing the services provided by consultancies and confirming that they meet NCSC’s standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of

cyber security consultancy services to both the public and private sectors. See website: <https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy>;

"Commercially Sensitive Information"

information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;

"Confidential Information"

means any 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 information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the GDPR.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure;
 - (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure;
- or
- (d) is independently developed without access to the Confidential Information.

"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

	<p>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;</p>
"Controller"	take the meaning given in the GDPR;
"Contract Finder"	means the service offered under that name on GOV.UK or such alternative online platform as may be adopted from time to time;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"CPA"	is an 'information assurance scheme' which
"Commercial Product Assurance" [formerly called "CESG Product Assurance"]	evaluates commercial off the shelf (COTS) products and their developers against published security standards. These CPA certified products Can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa;
"Crown Body"	any department, office or agency of the Crown;
"Cyber Essentials" "Cyber Essentials Plus"	Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme; There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers https://www.iasme.co.uk/apply-for-self-assessment/;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or

	potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Officer"	take the meaning given in the GDPR;
"Data Subject"	take the meaning given in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department's Data"	is any data or information owned or retained
"Department's Information"	in order to meet departmental business objectives and tasks, including: (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Controller;

"DfE"	means the Department for Education;
"Department"	
"Department Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver;
"Digital Marketplace/GCloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT Health checks) are on the G-Cloud framework;
"DPA 2018"	Data Protection Act 2018;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Good Industry Practice" "Industry Good Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Good Industry Standard" "Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/gover

	<u>ment-security-classifications;</u>
"HMG"	means Her Majesty's Government;
"ICT"	means Information and Communications Technology (ICT) used as an extended synonym for Information Technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom);
"ISO/IEC 27001" "ISO 27001"	is the International Standard describing the Code of Practice for Information Security Controls;
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls;
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on the IT system;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties;
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG Is the UK government's National Technical Authority for Information Assurance. The NCSC website is http://www.ncsc.gov.uk ;

"OFFICIAL" "OFFICIAL SENSITIVE"	<p>the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;</p>
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"The Programme"	means the elements of the Programme (as defined in the Contract);
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"SME"	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of micro,

	<p>small and medium-sized enterprises. The terms “SMEs”, “Non-SME” and “Non-SMEs” shall be construed accordingly;</p>
“Secure Sanitisation”	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unuseable. Secure sanitisation was previously covered by “Information Assurance Standard No.5 – Secure Sanitisation” (“IS5”) issued by the former CESG. Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media;</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction;</p>
“Security and Information Risk Advisor” “CCP SIRA” “SIRA”	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme;</p>
“SPF” “HMG Security Policy Framework”	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely: https://www.gov.uk/government/publications/security-policy-framework;</p>
“Staff Vetting Procedures”	<p>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;</p>
“Sub-Contractor”	<p>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;</p>
“Sub-processor”	<p>any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;</p>
“Third Party Software”	<p>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</p>

	of providing the Services;
"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006
"VCSE"	means a voluntary, community and social enterprise, which shall itself be defined as a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives. The terms "VCSEs", "Non-VCSE" and "Non-VCSEs" shall be construed accordingly;"Valid Invoice" has the meaning given to it in Schedule Two (Financials)
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it; and,
"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**SCHEDULE ONE - SPECIFICATION OF REQUIREMENTS****1. Introduction**

- 1.1. The Department for Education ('the Authority') has procured an organisation ('the Supplier') to deliver a Gender Balance in Computing Pilot Programme ('the Programme').
- 1.2. The Programme will develop and deliver multiple interventions in a range of state-funded schools in England, during the academic years 2018/19 to 2021/22, and evaluate their effectiveness.
- 1.3. Ensuring that all children have the digital and computing skills needed for the future is a key priority of this government. The government's Digital Strategy¹ identifies that 90% of future jobs will require digital skills and that digital literacy is a critical skillset that pupils require, alongside literacy and numeracy. However, girls currently only represent around one fifth of entries to computer science GCSE and less than one tenth of entries to A Level computer science². This will impact their opportunity to access roles in computer science which in turn will affect their future life chances and earning potential.
- 1.4. We want to find practical measures that schools can take to ensure girls see themselves as active creators of digital technology, not just passive consumers – and fully understand their own potential in this field. We need more girls to identify computing and computer science as areas in which they can excel, so that they have the choice to access the growing range of careers in this field.

2. Background

- 2.1. The Wellcome Trust's Science Education Tracker (SET) project surveyed 4,000 14 to 18 year olds in England, to investigate young people's attitudes towards, and experiences of, science education (including computing) and careers. Only 3% of girls were interested in computer science as a career, compared with 17% of boys.
- 2.2. The Roehampton Annual Computing Education report, published 18 June 2018, shows that whilst there are areas where local authorities have female GCSE Computer Science student numbers higher than the national trend, girls represent under a third of the entries at GCSE in all but 13 Local Authorities. The report also finds that there are 382 mixed schools where the Computer Science GCSE students are all boys.
- 2.3. This latter finding is one which echoes previous research undertaken by

¹ <https://www.gov.uk/government/publications/uk-digital-strategy>

² GCSE <https://www.gov.uk/government/statistics/revise-gcse-and-equivalent-results-in-england-2016-to-2017>
A levels <https://www.gov.uk/government/statistics/a-level-and-other-16-to-18-results-2016-to-2017-revised>

the Institute of Physics (*It's Different for Girls: The influence of schools*) on physics participation by girls, which found that girls in a single-sex school were nearly 2.5 times more likely to study A level physics than in a mixed school.

- 2.4. '*After the Reboot: Computing Education in UK Schools*', published by the Royal Society in November 2017, suggests that, in the right environment, more girls will choose to study computing; and that it would be worth investigating whether anything can be learned from the teaching practices and school environment in single-sex schools.
- 2.5. The Royal Society report also highlighted how female pupils who pursue computing do at least as well as, or outperform, their male counterparts overall. The report suggests this could be the result of less able students choosing not to take computing due to lack of confidence, or their perception of the subject's difficulty. This trend has continued for 2017 GCSE Computer Science entries, where girls obtained a higher proportions of A*, A and B grades than their male counterparts; although boys now outperform girls at the top grades for A Level³.

3 Purpose

- 3.1. The purpose of this Programme is to identify, trial and evaluate approaches to improving girls' perceptions of computing, and their take-up of computer science at GCSE, AS and A level, with a view to potential upscaling of the approaches in the longer term if sufficiently supported by evidence of positive impact.
- 3.2. The Authority sought a Supplier with recent successful experience of delivering high quality research, pilot and/or trial programmes in the schools sector, ideally with a focus on gender issues and computing. A strong understanding of gender balance issues specifically in the context of computing and computer science in schools must be demonstrated where such experience is not available. The Supplier also has experience of managing the analysis and/or evaluation of school-focussed programmes, either directly, through partnership with an appropriate organisation (joint bid) or through a contracted third party organisation.
- 3.3. The Supplier will deliver a Programme in England that will test and refine a range of interventions designed to improve girls' experiences of, and attitudes towards, computing from an early age and throughout all stages of school (excluding post-16), in order to encourage their take-up of computer science GCSE, AS and A level. The trials are intended to produce evidence from participating schools on what could be applicable and impactful to schools across the country.
- 3.4. The Supplier will deliver interventions that are considered most likely to

³ Roehampton Annual Computing Education report: <https://www.bcs.org/category/19331>

increase girls' engagement with computing based on evidence, or theories of change; and their robust evaluation, which will consider both the feasibility of the interventions (particularly where innovative approaches are proposed) and their efficacy.

4. Pilot Interventions

- 4.1. The Supplier will develop and deliver a series of pilot interventions which will achieve the purpose of the Programme set out in Paragraph **Error! Reference source not found.** above.
- 4.2. Proposed interventions will draw upon the best available evidence, referencing the sources used, which must include, as a minimum:
 - 4.2.1. research (including international) into the barriers to girls' participation in computer science, or other science subjects where parallels may be drawn. This may include research into factors which influence attitudes towards computing, for example, classroom teaching, the wider school environment, parental influence or the local community.
- 4.3. In addition, the Supplier will have reference to some or all of the following sources, if relevant:
 - 4.3.1. evaluations of school-based interventions with similar objectives already undertaken by the Supplier or other organisations, particularly those interventions focused on girls' participation in STEM subjects which have indicated or delivered successful outcomes;
 - 4.3.2. any evidence of the impact of industry-led girl-targeted computing/digital activities and resources currently offered, where published.

5 Methodology

- 5.1. The Supplier has considered approaches to interventions in the fields of behavioural science, economics, psychology and sociology in designing interactions between schools and external organisations.
- 5.2. The Supplier has not replicated approaches that have been trialled previously, unless a case can be made demonstrating how the proposed interventions are substantially different and/or likely to generate more definitive evidence of impact.
- 5.3. Where there is a lack of evidence on effective approaches to improving gender balance, innovative ideas for increasing participation can be developed and delivered. These innovative interventions must be underpinned by a clear rationale and theory of change (both based on evidence where possible).
- 5.4. The interventions will be designed so that the steps taken to produce

any positive impact are clear, replicable, adaptable for different types of school (see 'School Types'), and generalisable; and have the potential to be taken to scale in many other schools.

- 5.5. The Supplier will work with the National Centre of Computing Education (NCCE) which will support the development of the evidence base for effective computing teaching. As part of their remit, the NCCE will promote and deliver CPD and resources that encourage engagement in computing amongst girls. The Supplier will maintain strong links with the NCCE to ensure the ongoing interventions adapt to and are informed by the products generated by the NCCE.
- 5.6. The Supplier will be responsive to any other emerging evidence or literature reviews throughout the life of the Programme and will make reasonable adjustments to the Delivery Plan where there is potential to improve outcomes, as agreed with the Authority. This evidence may come from, for example, research bodies, learned institutions and industry.
- 5.7. The interventions will be delivered in a way that derives maximum benefit towards the purpose of the Programme. For example, interventions can be delivered in parallel, in sequence, or combined across the period of funding, such that the emerging findings will inform the delivery of later interventions.
- 5.8. Where interventions commence in schools in the academic year 2020/21, and not 2019/20, this will be based on a clear rationale for longer lead-in times.

6. Participation

Pupil range

- 6.1. Collectively, the interventions will directly engage with a wide age range of pupils, from key stage 1 up to key stage 4.
- 6.2. Evidence suggests that gender stereotyping and attitude formation happens at an early age⁴, so interventions will consider how to work with pupils long before they make their GCSE, AS and A level subject choices.
- 6.3. The proposed Programme will, therefore, offer the opportunity to measure shifts in attitudes towards computing amongst younger pupils, and not limit its focus to pupils who are at the stage at which they select subject options to study at key stage 4 (GCSE).
- 6.4. Interventions will be delivered in a sample of schools representing the range of school characteristics, and within will aim to establish whether interventions work with pupils with differing demographic and socio-

⁴ For example: Lin Bian, Sarah-Jane Leslie, Andrei Cimpian. Gender stereotypes about intellectual ability emerge early and influence children's interests, *Science*, Jan 2017: Vol. 355, Issue 6323, pp. 389-391

economic characteristics.

Schools Types

- 6.5. The Programme will generate an evidence base on the effectiveness of each intervention in a range of school types. This is expected to support greater adoption/replication of successful approaches in other schools in the longer term. The evidence base will seek to identify where specific modifications to the interventions may increase the effectiveness in particular school types e.g. in mixed schools, or those in rural, urban areas.
- 6.6. As a minimum, participating schools will include:
 - 6.6.1. State-funded primary schools;
 - 6.6.2. State-funded secondary and all-through schools, including mixed-gender and girls' schools;
- 6.7. Suppliers will consider the benefits of working with both secondary schools and their feeder primary schools.
- 6.8. The Authority is keen that schools facing a variety of different challenges are also included within the evidence base. These may include, for example:
 - 6.8.1. schools in different geographical areas and contexts e.g. urban/rural/coastal;
 - 6.8.2. schools and areas with particularly low participation of girls in GCSE and A level computer science, or other STEM subjects, in comparison to the overall English average;
 - 6.8.3. schools in designated Opportunity Areas or category 5/6 Achieving Excellence Areas;
 - 6.8.4. schools that meet any future criteria or triggers set by the Authority for wider school improvement support.
- 6.9. The Supplier will base the process for identifying, recruiting and retaining the intended sample of schools on a clear rationale.
- 6.10. The Authority will approve the list of selected schools before each intervention begins.

Other settings and external involvement

- 6.11. All interventions will be school-centred. However, they need not be limited to classroom teaching of computing. Interventions may include whole-school approaches, or may additionally reach beyond the school to maximise impact; or both.

- 6.12. External involvement may include, for example, parents, industry, universities, local authorities, careers advisers, and local community networks in seeking to break down barriers that may limit girls' uptake.
- 6.13. Interventions may choose to include extra-curricular activities, school visits, or participation in other external events.
- 6.14. In designing interventions featuring external settings and involvement, the Supplier will not rely on stand-alone or short-term 'inspirational' style activities – for example, one-off activity days/events or guest speakers – to form the basis of any individual intervention. Where activities of this nature are proposed, their use will be fully evidenced and they will form just one aspect of any individual intervention.

Scale and Reach

- 6.15. The Supplier will have a clear target for the number of schools and pupils to be engaged by each intervention, based on a clear rationale. The scale of each intervention will be such that any evidence arising from the evaluation of each individual intervention will be statistically robust.
- 6.16. Interventions that are similar to previous pilots/trials in this area (i.e. gender balance in STEM subjects) will take a larger sample base than new/innovative interventions. This will ensure that their evaluation can provide statistically robust findings, which can inform any potential roll out in the future.
- 6.17. Whilst innovative interventions may be based on smaller sample sizes, they will be robustly evaluated to allow an effective assessment of impact.
- 6.18. The Supplier will have the capacity to deliver the interventions at the levels proposed.

School support and minimising burdens on schools

- 6.19. The Supplier will have full consideration to minimising any workload implications for participating schools. The Programme will be as clear as possible on the likely level and nature of commitment required by school staff in participating schools for each intervention. This will include, for example, any induction or training requirements for staff, the points during the school year at which this is likely to take place, and the time e.g. daytime/evening.
- 6.20. The Supplier will facilitate the involvement of schools; for example, by providing supply cover costs if a teacher has to spend time out of class.
- 6.21. The Programme will include a school support model setting out how participating schools will be supported in the planning, set up and day-to-day running of the interventions. This will also provide assurance of the

quality and fidelity of activities taking place in schools. The school support model may include face-to-face support, remote support and points of contact.

7. Project Management and Governance

Supplier Experience and Expertise

- 7.1. The Supplier has demonstrated appropriate experience and expertise to deliver the Programme successfully, including:
 - 7.1.1. Knowledge and experience of undertaking research in and with schools.
 - 7.1.2. Knowledge and experience of developing and delivering school-based interventions for children and young people.
 - 7.1.3. Knowledge and experience of delivering robust impact evaluations, including use of experimental/quasi experimental methods.
 - 7.1.4. Knowledge of gender balance issues and available research in computing, in relation to children and young people.
 - 7.1.5. Knowledge and experience of designing and delivering robust process evaluations to:
 - 7.1.5.1. support attribution of impact;
 - 7.1.5.2. evaluate quality and fidelity of delivery;
 - 7.1.5.3. identify challenges and barriers to implementation;
 - 7.1.5.4. make practical recommendations for future delivery of interventions.

Delivery Plan

- 7.2. The Programme will be based on a coherent Theory of Change, demonstrating clear awareness of the intended inputs, outputs and outcomes, and the underpinning assumptions.
- 7.3. The Theory of Change will underpin the Delivery Plan, which will contain the following two features, as a minimum:
 - 7.3.1. Clear timetabling, showing how individual interventions will be delivered during the funding period, making clear the benefits of the proposed approach towards the purpose of the Programme.
 - 7.3.2. A series of clear, ambitious but realistic milestones across the duration of the Contract. Payments will be linked to achievement of milestones and, therefore, milestones should be linked to tangible products or

evidence of progress. The following are mandatory milestones for this Programme:

- 7.3.2.1. inception meeting report;
- 7.3.2.2. agreement of pilot interventions and timetable;
- 7.3.2.3. sign off of evaluation and dissemination plan;
- 7.3.2.4. recruitment of participating schools/individuals;
- 7.3.2.5. sign off of intervention materials;
- 7.3.2.6. interim report on progress of pilot interventions;
- 7.3.2.7. conclusion of interventions; and
- 7.3.2.8. sign off of final evaluation report.

Project management

- 7.4. There will be clear arrangements for the operational management of the project, including:
 - 7.4.1. an outline of the management structure, including internal lines of responsibility, feedback loops and quality control, and accountability;
 - 7.4.2. management of finance, data and administrative issues, and the management structure will be able to respond to changing scale, priorities and turnover of key staff;
 - 7.4.3. identification, analysis and ongoing management of the main strategic risks to the success of the Programme; and
 - 7.4.4. systems to ensure the accurate collection of management information and data required to measure and report on progress and robustly evaluate the interventions.
- 7.5. The Supplier will monitor the Programme to ensure it is delivered in terms of quality, timeliness and cost, and report to the Authority on a monthly basis on progress achieved against the Delivery Plan and milestones.

Governance

- 7.6. There will be a clear, seamless and transparent governance structure for the Programme, with Terms of Reference agreed with the Authority within 3 months of the start of the Contract.
- 7.7. Where the Supplier is a consortium, the roles and responsibilities of each consortium member will be explicit and agreed with the Authority.

- 7.8. As part of the governance structure, there will be clear links with the National Centre of Computing Education (NCCE), to ensure that the resources of the NCCE can support the achievement of the purpose of this Programme.
- 7.9. The governance relationship with the organisation or in-house team engaged in the evaluation of the interventions will be very important. The delivery and evaluation teams will work closely throughout the duration of the Contract to ensure that data generated and findings reached achieve the requirements set out in Paragraph **Error! Reference source not found.** above, whilst maintaining clear and verifiable 'Chinese walls' to ensure the objectivity and integrity of the evaluation process.

8. Communications and Marketing

- 8.1. The Programme will include a clear communications strategy to raise awareness of the Programme (including its intended purpose, the nature of the interventions, the timetable for delivery and its outcomes) amongst teachers, school leaders and pupils, and any other groups that may be considered as relevant to the success of the Programme. This other groups may include local authorities, multi-academy trusts, parents and representatives of industry, community groups and the media.
- 8.2. The communications strategy will also support the achievement of the targets for participation, as outlined above in Paragraph 5.
- 8.3. The Tenderer's communications and marketing activities will be subject to a separate clearance process by the Authority's Director of Communications to ensure value for money. Once appointed, the Tenderer shall provide a comprehensive and evidence-based communications strategy and plan to secure sign off. [REDACTED]
[REDACTED] The Tenderer shall undertake appropriate low/no cost and creative communications/marketing strategies to meet the targets for the programme and work with the Authority's communications team to ensure that activity aligns with wider communications priorities/activity.
- 8.4. The marketing controls cover:
- 8.4.1. Advertising – including TV, radio, digital advertising, outdoor, print, advertorials, recruitment, costs of media, fees and commission for media buying, media planning, creative development and production;
- 8.4.2. Marketing activities – including design and branding, direct and relationship marketing, customer relationship management programmes, telemarketing, campaign help lines, partnership marketing, sponsorship marketing, field or experiential marketing, merchandising, advertiser-funded programming, audio-visual activity, storage and distribution of marketing materials;
- 8.4.3. Consultation activities – including associated publicity, events,

resources and materials, research, analysis and evaluation;

8.4.4. Communication strategy, planning, concept and proposition testing and development;

8.4.5. Market research that informs marketing and advertising activity and evaluation of marketing and advertising activity;

8.4.6. Printing and publications;

8.4.7. Events, conferences and exhibitions;

8.4.8. Public relations (PR) activity;

8.4.9. Digital activity – including website and application development, search engine marketing and pay-per-click, digital display advertising, content partnerships, email marketing, mobile and SMS marketing, interactive online content.

8.5. The success of the overall programme is dependent on schools having access to evidence based approaches to enable girls to fully understand and identify computing and computer science as areas in which they can succeed. This significant investment of funding must foster a cultural shift in schools to support their female pupils to achieve in computing. More generally, there is a wider message to schools to review and consider improvement measures based on evidence of impact and cost-effectiveness.

8.6. Key Performance Indicators

The Authority has agreed a number of KPIs with the Supplier. These will be used as a measure of the effectiveness of the Services performed by the Supplier. Subject to certain minimum requirements, Tenderers have scope to propose KPI targets in their Response which will be evaluated as part of the Quality evaluation in accordance with Section 4, Paragraphs **Error! Reference source not found. - Error! Reference source not found.** of the ITT.

8.7. The Authority will monitor progress against KPIs on a regular basis (progress will be monitored via monthly reports and a quarterly review) and each KPI will be formally assessed at the end of July of each year by a date to be specified in the Contract ("**Assessment Point**").

8.8. Final details of the KPIs will be agreed with the successful Tenderer as part of finalising the Contract

8.9. The required KPIs are set out in the table below. For details of the scoring methodology and service credit mechanism, see Section 3 Paragraph 7 of the ITT.

KPI	Proportion of service credit	Proportion of overall KPI score	Description	Annual minimum target required ⁵				Method and frequency of assessment
				July 2019 [10%]	July 2020 [30%]	July 2021 [20%]	July 2022 [40%]	
1	40%	40%	The cumulative number of distinct pilot interventions active in schools, that meet the requirements set out in Section 1, Paragraph 4 of the Contract.	2	3	4	5	Assessed by MI data provided by the Supplier. Monitored on a monthly basis; assessed annually.
2	20%	20%	The cumulative number of unique state-funded (a) primary and (b) secondary schools that will be directly engaged in pilot interventions for at least three months of activity.	(a) - (b) -	(a) 100 (b) 50	(a) 350 (b) 120	(a) 400 (b) 150	Assessed by MI data provided by the Supplier. Monitored on a monthly basis; assessed annually.
3	20%	20%	The cumulative number of unique pupils in state-funded schools who will be directly engaged in pilot interventions for at least three months of activity.	-	1,500	12,000	15,000	Assessed by MI data provided by the Supplier. Monitored on a monthly basis; assessed annually.
4	20%	20%	The cumulative number of teachers in state-funded schools who will be directly engaged in pilot interventions for at least three months of activity.	-	800	1,500	2,000	Assessed by MI data provided by the Supplier. Monitored on a monthly basis; assessed annually.

Costs and Charging Arrangements

8.10. *The maximum funding available for this Programme in the period April 2019 to July 2022 is £2.4 million (inc VAT), split approximately evenly across each academic year from 2019/20 to 2022/23. The exact annual*

⁵ Where no minimum level is specified, the Tenderer should propose a value.

budget and profile will be based on the Payment Schedule, which will derive from the successful Tenderer's cost proposal following contract finalisation discussions.

- 8.11. The Payment Schedule will set out the payments that will be made by the Authority to the Supplier, and the defined intervals for payments. Payments will be linked to the achievement of specific and measureable milestones set out in the Delivery Plan, as agreed between the Authority and Supplier following contract finalisation discussions.
- 8.12. The Contractor shall:
 - 8.12.1. subject to clause 8.15, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term;
 - 8.12.2. within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
 - 8.12.3. monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
 - 8.12.4. provide reports on the information at clause 8.12.3 to DfE in the format and frequency as reasonably specified by DfE; and
 - 8.12.5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 8.13. Each advert referred to at clause 8.12.1 above shall provide a full and detailed description of the sub-contract opportunity, with each of the mandatory fields being completed on Contracts Finder by the Contractor.
- 8.14. The obligation at Clause 8.12.1 shall only apply in respect of sub-contract opportunities arising after the date on which this Contract is signed by the Parties.
- 8.15. Notwithstanding clause 8.12, DfE may by giving its prior written approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder.
- 8.16. In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide to DfE timely, full, accurate and complete SME management information (MI) reports according to a frequency to be agreed between the Parties and which shall include as a minimum:
- 8.17. the total contract revenue received directly on the Contract;

- 8.17.1. the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
- 8.17.2. the total value of sub-contracted revenues to SMEs and VCSEs.

Data Handling and Security

- 8.18. As the Supplier will receive data regarding schools, colleges and pupils throughout the course of this Contract, they must adhere to data security standards (i.e. how and where they will store this data, how they will plan to dispose of it once the Contract has expired) as outlined in the attached Contract.
- 8.19. See the Response Particulars and Contract for full details of the Cyber Essentials and data handling requirements.
- 8.20. The Supplier will be required to sign up to the Cyber Essentials Programme: Requirements for basic technical protection from cyber-attacks. More details about this programme can be found at www.cyberessentials.ncsc.gov.uk. The Supplier will be required to submit a security plan that explains how they will ensure that Authority and personal data will be protected, including a risk assessment and a strategy to ensure data will be appropriately disposed of in line with all relevant government standards, within 30 days of the Contract start date.

Data Collection

- 8.21. The Supplier will be expected to clear any data collection tools with the Authority before engaging in field work. The Supplier should include Data Privacy Notices for research participants via respondent documentation and/or interviewer briefing notes, and clearly state what the data is being collected for and on behalf of the Authority and that no reference is made, implied or otherwise, to the data being used solely by or available only to the Supplier. The Supplier should establish with the Department the legal basis for data processing under the General Data Protection Regulation and the Data Protection Act 2018.
- 8.22. The respondent documentation and/or interviewer shall ensure that the respondent clearly understands (before they give their consent to be interviewed) the purpose of the interview, that the information they provide will only be used for research purposes and, in the case of interviews (telephone or face-to-face), that they have the right to withdraw from the interview at any time. Where consent is used as the legal basis for data processing, consent procedures should ensure compliance with the General Data Protection Regulation and the Data Protection Act 2018.
- 8.23. The Authority seeks to minimise the burdens on schools taking part in research-focused activities. It is therefore important that Tenders should set out how the proposed methodology will minimise the burden on schools and a justification for the proposed sample size. See also

Paragraphs 6.19 - 6.20 in the Specification of Requirements.

- 8.24. When assessing the relative merits of data collection methods the following issues should be considered:
- 8.24.1. only data essential to the project shall be collected;
 - 8.24.2. data should be collected electronically where appropriate and where schools prefer this;
 - 8.24.3. questionnaires should be pre-populated wherever possible and appropriate;
 - 8.24.4. schools must be given at least four working weeks to respond to the exercise from the date they receive the request; and
 - 8.24.5. LAs should receive at least two weeks, unless they need to approach schools in which case they too should receive 4 weeks to respond.
- 8.25. The Tenderer shall clear any data collection tools with the Department before engaging in fieldwork.
- 8.26. Tenderers shall check with the Authority whether any of the information that they are requesting from schools can be provided centrally from information already held.

Consent Arrangements

- 8.27. The Authority and the successful Tenderer 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 Supplier is acting on behalf of the Authority and that they have the option to refuse to participate (opt out). Where opt-in consent is used, the approach should be compliant with the General Data Protection Regulation and Data Protection Act 2018. Contact details should be provided including a representative of the Authority. Children who are 16 or over will usually be able to give their own consent but even where this is so, the Supplier, in consultation with the Authority, 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.

The Use of Incentives

- 8.28. With some important exceptions, the Authority believes that the routine use of respondent incentives in surveys is, in general, not justified as they are rarely cost effective in either increasing participation or reducing non-response biases. If you are proposing the use of respondent incentives in your tender proposal you must set out why you feel they

are necessary, why it is not possible to achieve the required sample sizes or response rates without the use of incentives, how and to what extent they will raise the overall response rate, how you will mitigate any specific biases that could be introduced, and provide a cost comparison with non-incentive methods. Your arguments should be supported by empirical evidence from past use. The exceptions are payment for participation in group discussions or in-depth qualitative interviews, payment to cover respondent expenses e.g. travel and childcare costs, and compensation for excessive demand on respondents, e.g. taking basic skills tests, diary keeping, panel maintenance and compensating schools for the respondent's time. If you wish to use a prize draw incentive then you must also set out in your tender how you will comply with all relevant legislation and codes of practice (e.g. the British Code of Advertising and Sales Promotion), state that you shall be solely liable for any breach of these and that you shall indemnify the Department against any claims that may be made under them.

9. Steering Committee

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

10. [Clause not used]

11. Consent Arrangements

- 11.1. 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.

12. Project Communication Plan

12.1. 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.

13. Communications and Marketing

13.1. The Programme will include a clear communications strategy to raise awareness of the Programme (including its intended purpose, the nature of the interventions, the timetable for delivery and its outcomes) amongst teachers, school leaders and pupils, and any other groups that may be considered as relevant to the success of the Programme. This other groups may include local authorities, multi-academy trusts, parents and representatives of industry, community groups and the media.

13.2. The communications strategy will also support the achievement of the targets for participation, as outlined above in Paragraph 6

13.3. The success of the overall programme is dependent on schools having access to evidence based approaches to enable girls to fully understand and identify computing and computer science as areas in which they can succeed. This significant investment of funding must foster a cultural shift in schools to support their female pupils to achieve in computing. More generally, there is a wider message to schools to review and consider improvement measures based on evidence of impact and cost-effectiveness.

14. Evaluation

14.1. The Contractor shall undertake initial scoping work and develop a theory of change and evaluation strategy for each intervention, which wherever possible will include the use of robust RCT methods. The evaluation strategy shall set out the questions and sub-questions that the evaluation will address, and the primary outcome measures for each intervention, with these being linked to data collection methods. The evaluation strategy will also detail the pilot evaluation, if applicable to that intervention, and the mixed methods implementation and process evaluation.

14.2. The contractor shall, with reference to the evaluation strategy and theory of change, develop appropriate research tools for each intervention, covering the pilot evaluation, the implementation and process evaluation,

and the measurement of the interventions' primary outcomes (attitudes to computing, and subject choice in computing). Research tools for later interventions will be refined based on insights from preceding fieldwork. The final versions of all research tools must be submitted to and cleared by the Department's project manager before being used in fieldwork.

End of Schedule One

SCHEDULE 2

SCHEDULE TWO – FINANCIALS

1. In this Schedule, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

“Contractor Income”	income from Paid-For Services and other sources identified in the Cost Matrix which the Contractor has identified when making its cost projections
“Monthly Spending Report”	Means the report to be delivered to the DfE Contract Manager further to paragraph 8 of this Schedule Two.
“Reconciliation Period”	Means the period ending 10 days after receipt of the Monthly Spending Report by the DfE Contract Manager.
“Surplus Funds”	Has the meaning given in paragraph 4.23 of the Specification

2. The DfE shall pay the Contractor the Charges in arrears based on costs and timetable submitted in the Cost Matrix, subject to the reconciliation process outlined below and satisfactory performance of the Services against the KPIs set out in Schedule One (KPIs and Performance Management).
3. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise in writing between the Contractor and the DfE, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
4. Indexation shall not apply to the Charges.
5. The Contractor must submit a Monthly Spending Report prior to issuing an Invoice. Invoices shall be raised at the end of the Reconciliation Period as set out below.
6. At all times the Contractor shall provide all necessary assistance as requested by the DfE to enable the DfE to validate any claim for payment made by the Contractor.

Spending Reports and Reconciliation:

7. The Cost Matrix sets out projected monthly costs for delivery of the Services.

8. The Contractor must submit a Monthly Spending Report to the DfE Contract Manager no later than 15 days after the end of the Service Period to which it relates.
9. Each Monthly Spending Report must contain:
 - 9.1 Details of the costs of delivering the Services for the relevant Service Period itemised to reflect the categories in the Cost Matrix;
 - 9.2 Details of Contractor Income itemised to reflect the categories in the Cost Matrix;
 - 9.3 Details of any Surplus Funds;
 - 9.4 Any underspend which DfE has agreed to be carried forward; and
 - 9.5 Any other information requested by DfE in advance of preparing the report, in order to assist in the reconciliation process.
10. Every Monthly Spending Report will be reconciled against the budget profile, and any variance will be discussed by the Contract Managers during the Reconciliation Period. The Contractor Representative must make themselves available during the Reconciliation Period to promptly respond to any requests for further information. The Contractor Representative shall nominate an alternative person with equivalent knowledge, expertise and authority to act on their behalf if they will be unavailable for any significant amount of time during the Reconciliation Period.
11. During the Reconciliation Period the Parties will agree the Charges to be invoiced. At the end of the Reconciliation Period, the Contractor must promptly submit a Valid Invoice for payment of the agreed Charges in accordance with paragraph 32 to 33 below. Where Charges are not agreed at the end of the Reconciliation Period, the Contractor shall have the option to either:
 - 11.1 issue an invoice for all agreed Charges and follow the disputed claims process below in respect of the remaining Charges, or
 - 11.2 elect to extend the Reconciliation Period to allow further time for discussion before submitting an invoice.
12. Where the Monthly Spending Report shows an underspend by the Contractor against the projected monthly costs for the relevant Service Period in the Cost Matrix, DfE shall have discretion as to whether to allow the Contractor to carry forward the amount of underspend to be counted towards projected costs in a later Service Period within the same Financial Year. The DfE Contract Manager shall confirm any such agreement to carry forward an underspend in writing.
13. Where DfE agrees in writing that an underspend may be carried forward, the Contractor will provide details of all funds carried forward in future Monthly

Spending Reports. Where it intends to apply such underspend it will provide details of this to DfE in such report.

14. In each Financial Year, the Authority will not pay more than the figure set in the Cost Matrix for that Financial Year unless the Charges have been varied via a CCN. The Authority shall not permit any such transfer of funds across two or more Financial Years.
15. In the event that the Contractor is likely to underspend against the Cost Matrix in any given Financial Year, the Contractor must inform the Authority of the estimated level of underspend at least three months before the end of the relevant Financial Year.
16. The Authority will retain any funds in the Cost Matrix not spent by the Contractor at the end of any Financial Year.

Contractor Income:

17. The Cost Matrix sets projected Contractor Income which the Contractor has committed to provide in order to support delivery of the Services.
18. The Contractor agrees and acknowledges that it is solely responsible for procuring the projected Contractor Income and that the DFE shall have no obligation to make up any shortfall in Contractor Income. It further agrees that it shall not be relieved from any obligation to pay Hub Costs or Facilitating Costs because of any shortfall in forecast Contractor Income.

KPI Credits:

19. Where a Charges Rebate applies (as set out in Schedule One) this will be done by payment of a KPI Credit by the Contractor.
20. Any applicable KPI Credits will be payable after the DFE has confirmed in writing that it agrees with the Charges Rebate calculations in the Contractor's KPI Report at the relevant Assessment Point according as set out in Schedule Two.
21. KPI Credits shall be paid either:
 - 21.1 as a deduction from the Contractor's monthly invoice for the Service Period following the month in which the KPI Credit is confirmed by DfE; or
 - 21.2 in the event that applicable KPI Credits exceed the value of the next monthly invoice, by an invoice for payment issued by DfE to the Contractor; and/or
 - 21.3 Such other arrangement (whether combining aspects of the above or otherwise) as the Parties may reasonably agree in writing.
22. Any payment to the DFE will be made in accordance with paragraphs 9 to 16.

Invoicing:

23. Invoices shall be submitted via email to the DfE Contract Manager promptly at the end of the Reconciliation Period and must comply with the provisions set out below.
24. An invoice is a “**Valid Invoice**” if it is legible and includes:
 - 24.1 the date of the invoice;
 - 24.2 Contractor’s full name and address;
 - 24.3 Contract reference number;
 - 24.4 the charging period;
 - 24.5 a detailed breakdown of the agreed Charges itemised according to the agreed Monthly Spending Report;
 - 24.6 KPI Credits (if applicable); and
 - 24.7 VAT if applicable.

Recovery of Sums Due

25. Whenever under the Contract any sum of money is recoverable from the Contractor, or payable by the Contractor (including any sum which the Contractor is liable to pay to the DfE in respect of any breach of the Contract), the DfE may unilaterally deduct the sum from any sum due under this Contract (subject to any agreement on payment of KPI Credits made under paragraph 19).
26. Any overpayment by either Party, whether of the Charges or of VAT or otherwise shall be the sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
27. The Contractor shall make any payments due to the DfE without any deductions whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by DfE to the Contractor.
28. All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society as the recipient Party may from time to time direct.

Disputed Claims

29. If any part of the Monthly Spending Report is disputed or subject to question by the DFE either before or after payment then, upon request, the Contractor shall provide such further documentary and oral evidence as the DFE may reasonably require to verify its liability to pay the amount which is disputed or subject to

question and the Contractor shall promptly provide such evidence in a form satisfactory to the DFE.

30. If the DFE disputes any amount specified in a Valid Invoice it shall notify the Contractor of the reasons for disputing the invoice within 10 days. The DFE may withhold the disputed amount pending resolution of the dispute. If an invoice is disputed, the Contractor may re-issue an invoice for any undisputed amounts and DfE shall pay undisputed sums further to a re-issued invoice notwithstanding any ongoing dispute.
31. If any invoice rendered by the Contractor is paid but any part of it is disputed or subject to question by the DFE and such part is subsequently agreed or determined not to have been properly payable then the Contractor shall forthwith repay such part to the DFE.
32. The DFE shall be entitled to deduct from sums due to the Contractor by way of set-off any amounts owed to it or which are in dispute or subject to question either in respect of the Charges for which payment is being made or any previous Charges.
33. The Parties shall use all best endeavours to resolve any dispute over invoices within 10 Working Days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with the Dispute Resolution Procedure.

Variation of the Charges

34. The Charges may only be varied by means of a Contract Change Note, and in accordance with the provisions of this Contract.

End of Schedule Two

SCHEDULE THREE – TERMS & CONDITIONS

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 (and Annex 1)
- 1.2. For the avoidance of doubt, if there is a conflict between the provisions of the clauses of the Contract and the provisions of the schedules, the following order of precedence shall apply:
 - (a) Schedule Three (Terms and Conditions);
 - (b) Schedule One (Specification);
 - (c) Schedule Two (Financials)
 - (d) Schedule Four (Processing Personal Data & Data Subjects)
 - (e) Annex 1 (Contractor's Solution).
- 1.3. The Contractor shall comply with the accounting and information provisions of Schedule Two.
- 1.4. 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.
- 1.5. The Contractor shall inform the Department immediately if it is experiencing any difficulties in meeting its contractual obligations.

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

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

5. Contractor's Employees and Sub-Contractors

- 5.1. Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "Sub-contractor") it shall ensure prompt payment in accordance with this clause 5.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:
 - 5.1.1. 10 days, where the Sub-contractor is an SME; or
 - 5.1.2. 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,
 - 5.1.3. The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.
- 5.2. The Department shall be entitled to withhold payment due under clause 5.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 5.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 5.3. The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 5.4. The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 5.5. The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Project, in accordance with the

Department's reasonable security requirements as required from time to time.

- 5.6. If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).
- 5.7. The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors.

6. Ownership of Intellectual Property Rights, Copyright & Licence to the Department

- 6.1. Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Contractor ("IP Materials")
- 6.2. The Contractor hereby grants to the Department and, if requested, to a Replacement Contractor, a royalty-free, perpetual, irrevocable and non-exclusive licence in relation to the IP materials::
 - 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 6.2.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world.
- 6.3. The Contractor now undertakes to the Department as follows:
 - 6.3.1. not to assign in whole or in part the legal or beneficial title in any

Copyright to any person, firm or company without the prior written consent of the Department the granting of which consent shall be at its absolute discretion.

- 6.3.2. to procure that the Contractor is entitled both legally and beneficially to all Copyright.
- 6.3.3. to record or procure the recording on each and every Copyright Work the name of the author or authors and the date on which it was created and retain safely in its possession throughout the duration of the Copyright all Original Copyright Works.
- 6.4. in respect of the Original Copyright Works to:
 - 6.4.1. supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and
 - 6.4.2. allow inspection by an authorised representative of the Department on receiving reasonable written notice;
 - 6.4.3. to take all necessary steps and use its best endeavours to prevent the infringement of the Copyright by any person, firm or company which shall include an obligation on the part of the Contractor to commence and prosecute legal proceedings for any threatened or actual infringement where there is a reasonable chance of success and account to the Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.
 - 6.4.4. to waive or procure the waiver of any and all moral rights (as created by chapter IV of the Act) of authors of all Copyright Works be waived; and
 - 6.4.5. not to demand and to procure that where any further licences are granted by the Contractor otherwise than to the Department the Licensees thereof do not demand any payment in whatever form and from any person, firm or company directly or indirectly for the undertaking of any of the acts restricted by the Copyright (as defined in section 16 of the Act) in relation to any Copyright Work except in so far as any demand or payment received represents only the reasonable costs which might normally be incurred in respect of such an act.
- 6.5. The Contractor now warrants to the Department that all Works:

- 6.5.1. will not infringe in whole or in part any copyright or like right or any other intellectual property right of any other person (wheresoever) and agrees to indemnify and hold harmless the Department against any and all claims, demands, proceedings, damages, expenses and losses including any of a consequential nature arising directly or indirectly out of any act of the Department in relation to any Work, where such act is or is alleged to be an infringement of a third party's copyright or like right or other intellectual property rights (wheresoever).
- 6.6. The warranty and indemnity contained in Clause 6.4.1 above shall survive the termination of this Contract and shall exist for the life of the Copyright.

7. Data Protection Act

- 7.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule Four by the Department and may not be determined by the Contractor.
- 7.2. The Contractor shall notify the Department immediately if it considers that any of the Department's instructions infringe the Data Protection Legislation.
- 7.3. The Contractor shall provide all reasonable assistance to the Department in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Department, include:
 - 7.3.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 7.3.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 7.3.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 7.3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 7.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - 7.4.1. process that Personal Data only in accordance with Schedule Four, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Department before processing the Personal Data unless

prohibited by Law;

7.4.2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the:

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

7.4.3. ensure that :

- (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule Four);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
- (iii) are aware of and comply with the Contractor's duties under this clause;
- (iv) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
- (v) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Department or as otherwise permitted by this Contract; and
- (vi) have undergone adequate training in the use, care, protection and handling of Personal Data; and

7.4.4. not transfer Personal Data outside of the EU unless the prior written consent of the Department has been obtained and the following conditions are fulfilled:

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

- (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data;
- 7.4.5. at the written direction of the Department, delete or return Personal Data (and any copies of it) to the Department on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.
- 7.5. Subject to clause 7.6, the Contractor shall notify the Department immediately if it:
 - 7.5.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 7.5.2. receives a request to rectify, block or erase any Personal Data;
 - 7.5.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 7.5.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 7.5.5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 7.5.6. becomes aware of a Data Loss Event.
- 7.6. The Contractor's obligation to notify under clause 7.5 shall include the provision of further information to the Department in phases, as details become available.
- 7.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
 - (a) the Department with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Department to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Department, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Department following any Data Loss Event;

- (e) assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.
- 7.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Department determines that the processing is not occasional;
 - (b) the Department determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7.9. The Contractor shall allow for audits of its Data Processing activity by the Department or the Department's designated auditor.
- 7.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 7.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Department in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Department;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor;
 - (d) provide the Department with such information regarding the Sub-processor as the Department may reasonably require; and
 - (e) for the purposes of this sub-paragraph 7.11 the Parties shall discuss (each acting reasonably) a request by the Raspberry Pi Foundation to use the data it collects. The Parties acknowledge that this may result in the Raspberry Pi Foundation becoming a Data Controller of such data in respect of such use, and the Department will need to be fully satisfied that such use is in compliance with the GDPR [or other definition used], including (but not limited to) explicit consent from data subjects (to the extent required under GDPR), appropriate data sharing arrangements, and if required, assurance in favour of the Department to cover any third party claims arising from such use.

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

8. Departmental Security Standards

- 8.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 8.3. The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 8.4. The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 8.5. Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the

Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.

- 8.6 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 8.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 8.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 8.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.
- 8.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service,

shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.

- 8.13 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 8.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 8.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 8.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or

could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

- 8.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 8.23 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 8.24. The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM)

process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

9. Warranty and Indemnity

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

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

10. Termination

- 10.1. Either Party may terminate the Contract (or any part of it) at any time by giving at least [3] months' prior written notice to the other Party.
- 10.2. If the Department terminates the Contract under clause 10.1 the DFE shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DFE.
- 10.3. If any funding from governmental or other sources for the provision of the Services, or for a programme or a project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that the Contract cannot reasonably continue the Department may terminate the Contract (or any part of it) by serving [3] months' written notice on the Contractor.
- 10.4. If the Department terminates the Contract under clause 10.3 the Department shall pay to the Contractor for Services supplied prior to the termination and in accordance with the Contract, and any disengagement costs and other costs reasonably incurred by the Contractor as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Contractor shall use all reasonable endeavours to mitigate the amount of such costs and has provided written evidence of the reasonableness and unavailability of such costs.
- 10.5. 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.
- 10.6. 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.

10.7. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-

10.7.1. 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

10.7.2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

10.7.3. 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

10.7.4. the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.

10.7.5. there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.

10.7.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct

10.7.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;

10.7.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;

10.7.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;

10.7.10 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.

10.8 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11. Status of Contractor

11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.

11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12 Freedom of information

12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.

12.2 The Contractor shall and shall procure that its Sub-contractors shall:

12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and

12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

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

12.5 The Contractor acknowledges that (notwithstanding the provisions of

Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

12.5.1 in certain circumstances without consulting the Contractor; or

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

12.5.3 provided always that where 12.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

12.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

13 CONFIDENTIALITY

13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

13.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

13.2 Clause 13 shall not apply to the extent that:

13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 12 (Freedom of Information);

13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

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

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

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

- 13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
 - 13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
 - 13.6.3 for the purpose of the examination and certification of the Department's accounts; or
 - 13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 13.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.
- 13.8 Nothing in this clause 13 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the

Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

- 13.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.10 Subject to Clause 13.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 13.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 13.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

14 Access and Information

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

15 Transfer of Responsibility on Expiry or Termination

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

16 Tax indemnity

- 16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5 The Department may terminate this contract if –
- 16.5.1 in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - 16.5.2 in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
- 16.6 it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.7 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.8 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the

payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

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

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

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

17 Amendment and variation

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

18 Assignment and Sub-contracting

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

19 The Contract (Rights of Third Parties) Act 1999

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

20 Waiver

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

21 Notices

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

22 Dispute resolution

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

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

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

23 Law and Jurisdiction

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

24 Discrimination

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

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

25 Safeguarding children who participate in research

25.1 The Contractor will put in place safeguards to protect children from a risk of significant harm which could arise from them taking part in the Project. The Contractor shall comply to the safeguarding measures set out in Annex 2 – Safeguarding Arrangements.

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

26 Project outputs

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

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

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

26.4 The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department's comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.

26.5 Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 13 above. The Contractor shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Department.

26.6 Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans,

including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.

26.7 Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

27 Transfer of Undertakings (Protection of Employment) Rights

27.1 No later than 6 Months prior to the end of the Term the Contractor shall fully and accurately disclose to the DFE, within 30 days of the request, all information that the DFE may reasonably request in relation to the Staff including the following:

27.1.1 the total number of Staff whose employment/engagement shall terminate at the end of the Term

27.1.2 the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 27.1.1;

27.1.3 the terms and conditions of employment/engagement of the Staff referred to in clause 27.1.1, their job titles and qualifications

27.1.4 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threaten

27.1.5 details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union (together the "TUPE Information")

27.1.6 At intervals determined by the DFE (which shall not be more frequent than once every 30 days) the Contractor shall give the DFE updated TUPE Information.

27.1.7 Each time the Contractor supplies TUPE Information to the DFE it shall warrant its completeness and accuracy and the DFE may assign the benefit of this warranty to any Replacement Contractor.

27.2 The DFE may use TUPE Information for the purposes of any retendering process

27.3 If TUPE applies to the transfer of the Services on termination of the Contract, the Contractor shall indemnify and keep indemnified the DFE, the Crown and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which they may suffer or incur as a result of or in connection with:

27.3.1 the provision of TUPE Information

27.3.2 any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Term;

27.3.3 any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the DFE or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;

27.3.4 any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and

27.3.5 any claim by any person who is transferred by the Contractor to the DFE and/or a Replacement Contractor whose name is not included in the list of Returning Employees.

27.3.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall promptly notify the DFE and provide the DFE with up to date TUPE Information

27.3.7 This clause 27 applies during the Term and indefinitely thereafter.

27.4 The Contractor undertakes to the DFE that, during the 12 Months prior to the end of the Term the Contractor shall not (and shall procure that any Sub-Contractor shall not) without written approval of DFE (such approval not to be unreasonably withheld or delayed):

27.5 amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Personnel (other than where such amendment or variation has previously been agreed between the Contractor and the Personnel in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);

27.6 terminate or give notice to terminate the employment or engagement of any Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability)

27.6.1 transfer away, remove, reduce or vary the involvement of any other Personnel from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse effect on the delivery of the Services, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or

27.6.2 recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

End of Schedule Three

SCHEDULE FOUR

SCHEDULE FOUR – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. Processing, Personal Data and Data Subjects

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

1.2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
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*The subject matter of the processing will be a series of interventions designed to respond to a range of barriers to gender balance in computing via a series of pilots and trials,
Evaluation of the relative impact of each intervention to ensure recommended approaches to restore gender balance within computing.*

A key aim of the research is to deliver a set of five interventions each of which will comprise a number of arms that will be tested. A sixth intervention to be added to the project during the contract period, informed by new findings and emerging evidence during the interim period.

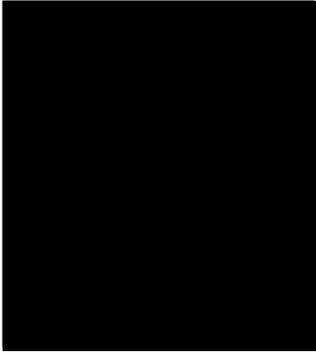
Duration of the processing	<p>The data will be processed on an ongoing basis between the effective date of the contract and 31 July 2022. Personal contact data will need to be securely retained for those respondents who agree to be re-contacted, in order to enable tracking over time.</p> <p>The survey data will be anonymised for analysis purposes (i.e. it will retain a unique sample identifier to enable longitudinal analysis, but the data-file itself will not contain names, addresses or other contact details).</p>
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<p>Nature and purposes of the processing</p>	<p>The nature of the processing will involve collecting and storing data for analysis purposes, and collecting and storing data for the purpose of contacting those respondents who agree to re-contact, to keep in touch with them about the study between fieldwork waves, and to then invite them to take part in the study at its next stage of fieldwork. Participants will only be re-contacted if they have explicitly agreed to this and have provided their contact details for this purpose.</p> <p>Survey data and qualitative data collected during fieldwork will be anonymised in the analysis file (i.e. names, addresses and other contact information removed). Sample contact details (names, addresses, email, phone number) will be stored separately from the survey responses.</p>
<p>Type of Personal Data</p>	<p>Name, address, telephone number(s), email address(es)</p> <p>The above will be collected in order to invite participants to take part in the research. Personal contact details will be stored by the Contractor separately from the survey data file in a secure job folder to which only the project team and IT staff will have access.</p> <p>Some sensitive personal data will be requested from the respondents. This will include individual characteristics such as gender and ethnicity. From the administrative NPD data we will also seek to use pupils past academic outcomes. The Contractor will ensure that participants are informed of this at the start of the survey when they give their consent to take part, and are given the option of refusing to answer these questions if they prefer.</p>
<p>Categories of Data Subject</p>	<p>Staff in local authorities. A range of key stakeholders.</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>How long the Contractor will keep data is separated into two categories. CONFIDENTIAL (broadly, regular Job folders) and RESTRICTED (broadly, Secure Files job folders) which includes any files containing personally identifiable information. Data retention is governed by this classification. Confidential data is included as part of the Contractor's general Business Continuity procedures by way of daily incremental backups (backups are encrypted in transit and at rest). A backup period covers one calendar month after which a new backup</p>

	<p>set will be established. The previous backup sets will be retained for 12 months, for archival purposes and for potential data recovery requests which extend beyond a previous months archives. All data backups are fully indexed. Maintaining file, file contents search capability via backup application interface. Backups are accessible only by the Contractor's IT administrative staff, with access governed by the Head of IT.</p> <p>Restricted data backups are handled separately to general Business Continuity procedures. Broadly speaking similar processes surround the backup processes. The backups are accessible only by the Head of IT and data recovery procedures are subject to restricted data access controls (with data controller authority) as detailed below.</p> <p>RESTRICTED data is stored encrypted, in a restricted area of the Contractor's system and subject to access controls. A data controller (Research Manager) manages access rights based on the principle of least privilege, with access right grants and revokes on demand. The entire process of restricted data access is in addition to controls, audited down to file level for who did what and when.</p> <p>CONFIDENTIAL data is accessible only via an authorised logon accounts.</p> <p>Data destruction principals follow guidelines issued via DoD 5220.22-M. Depending on the task at hand (determined by the granularity of the data in question) two data sanitisation applications will be employed. Microsoft SDELETE (for file level deletion demands) and Active@ ZDelete for broader (folder\sub-folder or volume) deletion demands.</p> <p>Survey data transferred as outputs to the Department / the Data Archive will be anonymised and transferred using a secure FTP site.</p>
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End of Schedule Four

Annex 1 – Contractor’s Gender Balance in Computing Programme Solution & Cost Matrix



Annex 2 – Safeguarding Arrangements

Safeguarding Arrangements

[These safeguarding provisions may be subject to modification prior to award in order to reflect legislative requirements associated with the services being offered as part of the successful bidder's proposal. In addition to the provisions below, bidders' attention is in particular drawn to the provisions of Part 2 of The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018, which may be applicable to some contractor staff dependent on their role and the nature of their engagement with children in scope, as well as to staff with management responsibility for such individuals. For more information, bidders may wish to refer to the statutory guidance document *Disqualification under the Childcare Act 2006*, which is available online at <https://www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006>.]

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Annex, the following expressions have the following meanings, unless inconsistent with the context:

"16–19 Academy" has the meaning of section 1B of the Academies Act 2010.

"Candidate" means any individual who is currently under consideration by the Contractor for employment to perform its obligations under the Contract, or who is under consideration by the Contractor for any other form of direct engagement in connection with the Contractor's performance of its services under the Contract. The term "Candidates" shall be construed accordingly.

"Childcare" takes the definition contained in section 18 of the Childcare Act 2006. In accordance with section 18(3) of that Act, this includes education for a child and any other supervised activity for a child, but does not include education (or any other supervised activity) provided by a school during school hours for a registered pupil who is not a Young Child.

"DBS ID Checking Guidelines" mean the guidelines issued by the Disclosure and Barring Service for the purpose of verifying the identification of applicants for criminal record checks, as amended from time to time.

"Disclosure and Barring Service" and **"DBS"** mean the non-departmental public body of that name, or such other successor body or organisation as may be appropriate.

"Disclosure and Barring Service Certificate" means a criminal record certificate issued by the Disclosure and Barring Service with respect to an individual.

"Disqualification Criteria" means the criteria for disqualification from registration contained within Part 2 of The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement)

(Amendment) Regulations 2018.⁶

“Disqualification Under the Childcare Act 2006” means the statutory guidance published under that title by the Secretary of State for Education, as amended from time to time.

“Disqualification Waiver” means a waiver issued by Her Majesty’s Chief Inspector of Education, Children’s Services and Skills in exercise of his or her powers under:

- (a) Regulation 10 of The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018;
- (b) Regulation 10 of The Childcare (Disqualification) Regulations 2009; or
- (c) any appropriate successor regulations made by the Secretary of State for Education in exercise of the powers conferred by section 75 of the Childcare Act 2006.

An individual is **“Disqualified from Registration”** if that individual meets the Disqualification Criteria, unless that individual has also been granted a Disqualification Waiver with respect to the information pertaining to him or her and which causes the Disqualification Criteria to be met.

“Early Years Safeguarding and Welfare Requirements” means the requirements contained in section 3 of the Statutory Framework for the Early Years Foundation Stage, and which for the purpose of this Annex 2 shall apply solely in relation to the provision and management of Childcare for one or more Young Children.

A person satisfies the **“Harm Test”** if that person may harm a child or vulnerable adult or put them at risk of harm. It is something a person may do to cause harm or pose a risk of harm to a child or vulnerable adult.

“Keeping Children Safe in Education” means the statutory guidance published under that title by the Secretary of State for Education, as amended from time to time.

“Independent School” means any school at which full-time education is provided for pupils of compulsory school age and which is not a school maintained by a local authority or a special school not so maintained. It shall specifically include Academy schools and alternative provision Academies as defined in accordance with the Academies Act 2010.

“Institution within the Further Education Sector” has the meaning in section 91(3) of the Further and Higher Education Act 1992.

“Maintained School” means a community, foundation or voluntary school or a community or foundation special school, or any other school maintained by a local authority.

“Non-Maintained Special School” means a school which is approved under section 342 of the Education Act 1996 (as amended).

“Non-Relevant Conviction”:

⁶ In interpreting the Disqualification Criteria, it may be helpful to refer to: the information contained within the sections ‘Disqualification criteria’ and ‘Relevant offences and orders’ contained within Disqualification Under the Childcare Act 2006; the list of offences contained within table A of the appendices to Disqualification Under the Childcare Act 2006; and the list of orders contained within table B of the appendices to Disqualification Under the Childcare Act 2006. It should be noted that this information is not exhaustive.

- (a) in the case of an individual who is engaged:
- (i) in any office or employment which is concerned with the provision of care services to vulnerable adults and which is of such a kind as to enable that individual, in the course of his or her normal duties, to have access to vulnerable adults in receipt of such services.
 - (ii) in any work which is Regulated Activity relating to vulnerable adults, which for the purpose of this definition shall include regulated activity within the meaning of Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 as it had effect immediately before the coming into force of section 66 of the Protection of Freedoms Act 2012;
 - (iii) in any work in an Institution within the Further Education Sector or 16–19 Academy where the normal duties of that work involve regular contact with persons aged under 18;
 - (iv) in any work which is Regulated Activity relating to children, which for the purpose of this definition shall include regulated activity within the meaning of Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 as it had effect immediately before the coming into force of section 64 of the Protection of Freedoms Act 2012;
 - (v) in any work done infrequently which, if done frequently, would be Regulated Activity relating to children;
 - (vi) in any employment or other work that is carried out at a children’s home or residential family centre;
 - (vii) as a chartered or certified accountant; or
 - (viii) in any other employment or activity deemed to fall within the scope of Schedule 1 to The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended);

means any conviction which is ‘protected’ as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended); and

- (b) in the case of an individual who is engaged in employment or activity which does not fall within the scope of points (a)(i)–(a)(viii) above, means any conviction which is ‘spent’ as defined in accordance with the Rehabilitation of Offenders Act 1974.

“Pre-Appointment Checks” means such checks and searches as are appropriate and necessary to assess an individual’s suitability for employment and to perform the duties of a particular role, as determined in accordance with clause 3.2.

“Proprietor” means the person or body of persons responsible for the management of a school, including (but not limited to):

- (a) in relation to a Maintained School, the governing body; and
- (b) in relation to an Academy, a qualifying Academy proprietor, as defined by section 12(2) of the Academies Act 2010.

“Real-Time Online Tuition” means any teaching provision for one or more Relevant Students which is delivered through the use of information and communications technology and during which the student and the teacher communicate in real time through the use of video, audio, text or any other electronic medium, but excluding any provision for which the sole intended audience is one or more members of staff employed by a school, an Institution within the Further Education Sector or a 16–19 Academy.

“Regulated Activity”:

- (a) in relation to children, takes the definitions contained in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 (as amended) and in Part 1 of Schedule 2 to The Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 (as amended); and
- (b) in relation to vulnerable adults, takes the definitions contained in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 (as amended) and in Part 2 of Schedule 2 to The Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 (as amended).

“Relevant Student” means any person who is enrolled at a school, an Institution within the Further Education Sector or a 16–19 Academy, or who is otherwise deemed to be in receipt of education whether by virtue of provision made by a local authority or otherwise, and with whom Personnel are likely to directly interact, whether such interaction takes place in person or via such communication medium as may be appropriate to the nature of the Services.

“Safeguarding” takes the meaning given in “Keeping Children Safe in Education”. The term “safeguard” shall be construed accordingly.

“Safeguarding Incident” means any event which has:

- (a) caused harm or had the potential to cause harm to one or more Relevant Students, children or vulnerable adults;
- (b) involved the abuse or maltreatment of one or more Relevant Students, children or vulnerable adults;
- (c) involved a criminal offence being committed or potentially being committed against one or more Relevant Students, children or vulnerable adults; or
- (d) resulted in a substantially elevated risk to the welfare of one or more Relevant Students, children or vulnerable adults.

“Statutory Framework for the Early Years Foundation Stage” means the statutory guidance published under that title by the Secretary of State for Education, as amended from time to time.

“Working Together to Safeguard Children” means the Government interagency statutory guidance published under that title by the Secretary of State for Education, as amended from time to time.

“Young Child” means a child during the period beginning with his/her birth and ending on 31 August next following the date on which he/she attains the age of five. **“Young Children”** shall be construed accordingly.

1.2 All other terms shall take the definitions contained in schedule 2.

2. SAFEGUARDING POLICY

2.1 The Contractor must ensure that it at all times has in place an effective and appropriate policy ("**Safeguarding Policy**") in order to safeguard and promote the welfare of Relevant Students and other children and vulnerable adults with whom Personnel may come into contact or to whom Personnel may have access in the course of performance of the Contract. This shall specifically include provisions to:

- (a) promote a learning environment which is consistent with the provision of safe and effective care;
- (b) minimise the risk of harm to the welfare and development of Relevant Students and other children and vulnerable adults, including (but not limited to) their physical, emotional and psychological welfare and development;
- (c) ensure the suitability of Personnel for the activities in which they are to be engaged;
- (d) ensure the appropriate conduct of Personnel; and
- (e) ensure that in the event that concerns are raised in relation to the welfare of one or more Relevant Students, children or vulnerable adults, appropriate action is taken in a timely manner to investigate this and, if appropriate, to redress this and minimise any further risk of harm.

2.2 The Contractor must at all times ensure that it complies with the provisions of this Annex 2 with the provisions of Keeping Children Safe in Education, with the provisions of Working Together to Safeguard Children, with the provisions of Disqualification Under the Childcare Act 2006, with the provisions of the Early Years Safeguarding and Welfare Requirements and with such other legislative provisions and statutory guidance as may be deemed appropriate by:

- (a) the Contractor;
- (b) the Secretary of State for Education; and/or
- (c) Her Majesty's Chief Inspector of Education, Children's Services and Skills;

in view of the functions to be performed under the Contract.

2.3 The Contractor must review and (if appropriate) update the Safeguarding Policy within the first month of each year of the Term, and additionally:

- (a) whenever the Secretary of State for Education publishes a revised version of Keeping Children Safe in Education, Working Together to Safeguard Children, Disqualification Under the Childcare Act 2006, or the Statutory Framework for the Early Years Foundation Stage;

- (b) in the event of any change to the Services provided which has a material impact on the nature of the risks to Relevant Students' welfare or to the welfare of other children or vulnerable adults;
 - (c) in the event that the Contractor is made aware of any concerns regarding the adequacy and effectiveness of the Safeguarding Policy in meeting the aims detailed in clause 2.1; and
 - (d) following any Safeguarding Incident or alleged Safeguarding Incident.
- 2.4 The Contractor must, if requested to do so by DfE, make available a copy of the Safeguarding Policy for inspection. If, following this, DfE raises concerns about the arrangements contained within the Safeguarding Policy, the Contractor shall review and update the relevant provisions and resubmit the Safeguarding Policy to DfE for approval within 14 days. DfE may request such further iterative amendments as it deems appropriate to ensure compliance with the Contract and the relevant statutory requirements. If, following this, the Parties remain unable to reach agreement on the provisions of the Safeguarding Policy, either Party may refer the dispute to the dispute resolution procedure in clause 22 of schedule Three.
- 2.5 The Contractor must ensure that a copy of the Safeguarding Policy is made available upon request:
 - (a) to Personnel; and
 - (b) to the Proprietors of schools, the governing bodies of Institutions within the Further Education Sector, local authorities and such other individuals and organisations as may have legitimate professional grounds to see it for the purpose of ensuring the welfare of Relevant Students and of other children and vulnerable adults.
- 2.6 The Contractor must satisfy itself that any Sub-Contractor or agent engaged by it in connection with the performance of services under the Contract has in place measures which are compliant with the requirements of Annex 2 with respect to those individuals employed or otherwise engaged by that Sub-Contractor or agent for the purpose of performing obligations under the Contract.
- 2.7 The Contractor must at all times ensure that it has a Designated Safeguarding Officer. The Designated Safeguarding Officer shall be required to lead on implementing the Safeguarding Policy and act as the lead Safeguarding contact for the programme in all circumstances. The Contractor must ensure that an alternative reporting procedure is in place for any circumstances in which:
 - (a) the Designated Safeguarding Officer is not available; or
 - (b) any Safeguarding concerns relate to the conduct or behaviour of the Designated Safeguarding Officer or those with management

responsibility for the Designated Safeguarding Officer.

3. ENSURING THE SUITABILITY OF STAFF ON APPOINTMENT

- 3.1 The Contractor shall have in place appropriate policies and procedures to establish safer recruitment practices, which minimise the risk of harm to Relevant Students and other children and vulnerable adults, and which ensure the suitability of Personnel who will administer and deliver the programme.
- 3.2 When appointing a Candidate to a post, the Contractor shall consider the range and nature of activities likely to be performed by the Candidate in the course of that Candidate's duties and shall ensure that it implements a system of Pre-Appointment Checks appropriate to that assessment. This shall, as a minimum, include:
- (a) in relation to any role in which an individual will be engaged in Regulated Activity or will be managing one or more other individuals who are engaged in Regulated Activity:
 - (i) establishing the Candidate's identity in accordance with the requirements of the DBS ID Checking Guidelines;
 - (ii) establishing the Candidate's legal entitlement to take up employment in the United Kingdom;
 - (iii) obtaining an enhanced criminal record certificate, which must have been issued by the Disclosure and Barring Service not more than three months before the Candidate is due to commence employment or other direct engagement in the role for which the Candidate is being considered; and, where that certificate contains information pertaining to the Candidate's history, consideration of the impact (if any) of that information on the suitability of the individual to carry out the responsibilities of the role for which that individual is under consideration;
 - (iv) establishing that the Candidate is not barred from engaging in Regulated Activity relating to children and/or vulnerable adults as appropriate to the role for which the Candidate is under consideration (i.e. subject to a "**Disclosure and Barring Service Bar**");
 - (v) establishing that:
 - (a) the Candidate is not subject to any direction, prohibition or restriction issued by the General Teaching Council for England, the General Teaching Council for Scotland, the Education Workforce Council, the General Teaching Council for Northern Ireland or any predecessor body that would prevent that Candidate from taking up the position for which that individual is being considered; and

- (b) for any Candidate to be employed in a teaching position, that the Candidate is not subject to a prohibition order or interim prohibition order issued by the Secretary of State for Education and which would prevent that Candidate from taking up the position for which that individual is being considered;
- (vi) verifying that the Candidate has the appropriate qualification(s) the Contractor considers are necessary for the position for which that individual is under consideration;
- (vii) obtaining at least two references, one of which should be from the Candidate's most recent employment. Where the Candidate has worked in more than two employments in the preceding two years, such additional references should be sought as are necessary to cover the whole of that period. References must be obtained directly from the referee, expected to be a senior person with appropriate authority. Open references should only be accepted where the full content of the reference can be verified by the referee. References obtained via email must be sent from a verifiable email address. Any issues of concern arising from references should be explored further with the referee and, where necessary, discussed with the Candidate;
- (viii) scrutinising the Candidate's employment history in the ten years preceding the application and investigating any inconsistencies or unexplained gaps. To help identify any non-disclosed employment, the Contractor should seek to verify from the Candidate's most recent employer the Candidate's reason for leaving that employment;
- (ix) where the Candidate has previously been resident outside the United Kingdom, applying for, and obtaining, criminal records checks or 'Certificates of Good Character' to enable any non-UK criminal record-related information to be identified.⁷ Where it proves impossible to obtain this information (for example, in cases where the person must be resident in a country at the time of application), the Contractor must obtain at least two references from verifiable sources, ideally senior individuals with appropriate authority at a previous employer;
- (x) where the Candidate will be deployed in the provision of Childcare, or will be directly concerned in the management of such provision, establishing that the Candidate is not Disqualified from Registration; and

⁷ The Home Office's application process guidance provides advice on the processes to be followed to obtain such information. This can be found online at <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>.

- (xi) carrying out such additional searches as the Contractor considers appropriate in order to help assess the suitability of the person to work with children and/or vulnerable adults;
- (b) in relation to any role in which an individual will have access to the Personal Data of one or more Relevant Students, children or vulnerable adults or will be managing one or more other individuals who have access to such Personal Data:
 - (i) establishing the Candidate's identity in accordance with the requirements of the DBS ID Checking Guidelines;
 - (ii) establishing the Candidate's legal entitlement to take up employment in the United Kingdom;
 - (iii) obtaining a basic criminal record certificate; and, where that certificate contains information pertaining to the Candidate's history, consideration of the impact (if any) of that information on the suitability of the individual to carry out the responsibilities of the role for which that individual is under consideration;
 - (iv) establishing whether the Candidate is:
 - (a) subject to any direction, prohibition or restriction issued by the General Teaching Council for England, the General Teaching Council for Scotland, the Education Workforce Council, the General Teaching Council for Northern Ireland or any predecessor body; or
 - (b) prohibited (by prohibition order or interim prohibition order) from teaching by the Secretary of State for Education.

Whilst these sanctions will not themselves prevent the person from being appointed, the Contractor will need to determine whether the circumstances that led to the 'sanction' are relevant to the Candidate's suitability for the role for which that individual is under consideration;

- (v) verifying that the Candidate has the appropriate qualification(s) the Contractor considers are necessary for the position for which that individual is under consideration;
- (vi) obtaining at least two references, one of which should be from the Candidate's most recent employment. References must be obtained directly from the referee, expected to be a senior person with appropriate authority. Open references should only be accepted where the full content of the reference can be verified by the referee. References obtained via email must be sent from a verifiable email address. Any issues of concern arising from references should be explored further with the referee and, where necessary, discussed with the Candidate;

- (vii) scrutinising the Candidate's employment history and investigating any inconsistencies or unexplained gaps. To help identify any non-disclosed employment, the Contractor should seek to verify from the Candidate's most recent employer the Candidate's reason for leaving that employment;
 - (viii) where the Candidate has previously been resident outside the United Kingdom, applying for, and obtaining, criminal records checks or 'Certificates of Good Character' to enable any non-UK criminal record-related information to be identified.⁸ Where it proves impossible to obtain this information (for example, in cases where the person must be resident in a country at the time of application), the Contractor must obtain at least two references from verifiable sources, ideally senior individuals with appropriate authority at a previous employer; and
 - (ix) carrying out such additional searches as the Contractor considers appropriate in order to help assess the suitability of the person to undertake the duties of the role;
- (c) in relation to any role which falls outside the scope of subclauses 3.2(a) and 3.2(b):
- (i) establishing the Candidate's identity in accordance with the requirements of the DBS ID Checking Guidelines;
 - (ii) establishing the Candidate's legal entitlement to take up employment in the United Kingdom;
 - (iii) verifying that the Candidate has the appropriate qualification(s) the Contractor considers are necessary for the position for which that individual is under consideration;
 - (iv) carrying out such additional searches as the Contractor considers appropriate in order to help assess the suitability of the Candidate to undertake the duties of the role.

3.3 In determining the suitability of an individual to carry out a role, the Contractor shall ensure that it does not take into consideration any conviction which is a Non-Relevant Conviction, including any conviction which does not appear on any Disclosure and Barring Service Certificate obtained by the Contractor in accordance with subclause 3.2(a)(iii) or 3.2(b)(iii) as appropriate to the role for which the individual's suitability is being considered.

3.4 The Contractor shall ensure that, before carrying out the Pre-Appointment Checks, it makes clear to the Candidate the range and nature of the Pre-

⁸ The Home Office's application process guidance provides advice on the processes to be followed to obtain such information. This can be found online at <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>.

Appointment Checks which it intends to carry out.

3.5 The Contractor shall ensure that no Candidate is engaged in duties which fall within the scope of subclauses 3.2(a) and 3.2(b) unless and until all relevant Pre-Appointment Checks have been completed and the suitability of the Candidate to undertake such duties has been assured.

3.6 In the event that:

- (a) a Candidate has previously been resident outside the United Kingdom; and
- (b) in the case of a role which falls within the scope of subclause 3.2(a), all relevant Pre-Appointment Checks with the exception of those for which provision is made under subclause 3.2(a)(ix) have been completed to the Contractor's satisfaction and have not given rise to concerns about the Candidate's suitability for employment or to undertake the duties of the role for which the Candidate is being considered; or
- (c) in the case of a role which falls within the scope of subclause 3.2(b), all relevant Pre-Appointment Checks with the exception of those for which provision is made under subclause 3.2(b)(viii) have been completed to the Contractor's satisfaction and have not given rise to concerns about the Candidate's suitability for employment or to undertake the duties of the role for which the Candidate is being considered; and
- (d) the Contractor has made all reasonable endeavours to obtain the information specified under subclause 3.2(a)(ix) or 3.2(b)(viii), but has been unable to do so prior to the commencement of the Candidate's employment; and
- (e) the Contractor has undertaken an assessment of the risks which the Candidate could present to Relevant Students, children and vulnerable adults in the course of that Candidate's duties and considered any additional safeguards which may be appropriate in order to mitigate those risks;

the Contractor may, at its discretion, choose to disapply clause 3.5 with respect to that Candidate until such time as the checks for which provision is made under subclause 3.2(a)(ix) or subclause 3.2(b)(viii) have been completed, subject to any additional safeguards identified under subclause 3.6(e) having been implemented for the period during which clause 3.5 is disappplied.

3.7 The Contractor shall require all Personnel employed or directly engaged by it and who are to be engaged in duties falling within the scope of subclauses 3.2(a) or 3.2(b) to register with the Disclosure and Barring Service Update Service upon appointment. Except in the circumstances for which provision is made in clause 4.2, this requirement shall not apply to any Personnel already employed or otherwise directly engaged by the Contractor prior to the Effective Date for so long as that employment or other direct engagement

continues without interruption.

- 3.8 The Contractor shall ensure that it informs all Personnel employed or directly engaged by it and who:
- (a) are deployed, or are likely to be deployed, in the provision of Childcare; or
 - (c) are directly concerned with, or are likely to be directly concerned with, the management of the provision of Childcare;

that they will be committing an offence if they do so and they are disqualified from registration under The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018.

- 3.9 Subject to the requirements of the DPA and the GDPR, the Contractor shall keep written records:
- (a) confirming which Pre-Appointment Checks have been undertaken in relation to which Personnel and the date on which those checks were carried out;
 - (b) of all decisions made on the suitability of Personnel for employment or to undertake the duties of the role for which those Personnel were Candidates, including the names and positions of those by whom the decisions were made and approved;
 - (c) of all instances where in accordance with clause 3.6, it is determined that a Candidate previously resident outside the United Kingdom may commence duties within the scope of clause 3.2(a) or 3.2(b) prior to completion of the checks provided for in subclause 3.2(a)(ix) or 3.2(b)(viii); and
 - (d) confirming in relation to which Personnel it has issued information in accordance with clause 3.8, and the date on which that information was issued.
- 3.10 If requested to do so by DfE, the Contractor shall submit copies of records retained in accordance with clause 3.9 to DfE for inspection within a period not exceeding 5 Business Days following receipt of such a request.
- 3.11 DfE undertakes that any information disclosed to it following a request under clause 3.10:
- (a) shall be used solely for the purpose of ensuring the Contractor's compliance with relevant legal requirements and with the provisions of the Contract; and
 - (b) shall be handled securely whilst in DfE's possession and disclosed only to those employees of DfE who have a legitimate need to inspect the

information for the purpose of undertaking the duties outlined in subclause 3.11(a); and

- (c) shall be returned to the Contractor or securely destroyed when no longer required.

4. ONGOING DUE DILIGENCE

4.1 Where an individual is registered with the Disclosure and Barring Service Update Service in accordance with clause 3.7, the Contractor shall:

- (a) seek that individual's permission to utilise the Disclosure and Barring Service Update Service to regularly check that individual's Disclosure and Barring Service record for details of convictions;
- (b) agree with that individual the frequency with which such checks shall be carried out;
- (c) implement procedures to ensure that it conducts such checks according to the frequency agreed with the individual in accordance with subclause 4.1(b); and
- (d) in the event that the individual is to resume Regulated Activity or the management of one or more other individuals engaged in Regulated Activity following a period in excess of three months during which that individual has not been engaged in such activity or the management of such activity, seek that individual's consent for and conduct an additional check of that individual's Disclosure and Barring Service record regardless of whether or not such a check is foreseen under the schedule agreed in accordance with subclause 4.1(b), prior to the resumption of the individual's engagement in Regulated Activity or the management thereof.

4.2 In the event that:

- (a) the Contractor becomes aware or reasonably believes that the circumstances of an individual who is employed or otherwise directly engaged by it have changed in such a way as could affect that individual's suitability to perform the duties for which that individual is engaged;
- (b) the Contractor becomes aware or reasonably believes that the circumstances of an individual who is employed or otherwise directly engaged by it are substantially different from what it previously understood that individual's circumstances to be, and that that individual's circumstances differ from its previous understanding in such a way as might have affected its decision regarding the individual's suitability to perform the duties for which that individual is engaged;
- (c) an individual employed or otherwise directly engaged by the Contractor

but who is not currently engaged in Regulated Activity or the management of other individuals who are engaged in Regulated Activity, is to transfer to a role in which that individual is to undertake Regulated Activity or the management of other individuals who are engaged in Regulated Activity;

- (d) an individual employed or otherwise directly engaged by the Contractor but who is not currently deployed in the provision of Childcare or directly concerned with the management of Childcare, is to transfer to a role in which that individual is to be deployed in the provision of Childcare or directly concerned with the management of Childcare;
- (e) an individual employed or otherwise directly engaged by the Contractor but who is not currently engaged in Regulated Activity or the management of others who are engaged in Regulated Activity and does not currently have access to the Personal Data of one or more Relevant Students, children or vulnerable adults or manage others who have access to such Personal Data, is to transfer to a role in which that individual will have access to the Personal Data of one or more Relevant Students, children or vulnerable adults or will be engaged in the management of one or more individuals with access to such Personal Data;
- (f) an individual who is not registered with the Disclosure and Barring Service Update Service is to resume Regulated Activity or the management of one or more other individuals engaged in Regulated Activity following a period in excess of three months during which that individual has not been engaged in such activity or the management of such activity; or
- (g) an individual who is not registered with the Disclosure and Barring Service Update Service is to resume duties in which he or she will have access to the Personal Data of one or more Relevant Students, children or vulnerable adults or will manage others who have access to such Personal Data following a period in excess of three months during which that individual has not been engaged in such duties or the management of individuals engaged in such duties;

the Contractor shall perform or repeat such Pre-Appointment Checks as may be necessary to enable it to reach a decision regarding the suitability of the individual to perform the duties of that individual's role or intended role; and shall ensure that the individual is not engaged in the performance of the duties for which it is necessary to reassess that individual's suitability unless and until the Contractor has satisfied itself of the individual's suitability to perform those duties.

- 4.3 The Contractor undertakes that, where an individual employed or otherwise directly engaged by it is required to visit the premises of a school, an Institution within the Further Education Sector or a 16–19 Academy in the course of that individual's duties, and it is likely that that individual will during

the course of that visit come into direct contact with one or more Relevant Students, children or vulnerable adults, it shall:

- (a) provide in writing to the school, Institution within the Further Education Sector or 16–19 Academy:
 - (i) confirmation of whether the Pre-Appointment Checks in subclauses 3.2(a)(i)–3.2(a)(xi) have been carried out with respect to that individual; and
 - (ii) confirmation that the information returned by the Pre-Appointment Checks has been considered and that the individual has been judged to be suitable to work with children or vulnerable adults (as the case may be); and
 - (iii) the name and contact details of the Designated Safeguarding Officer; and
 - (iv) in the event that the individual will, whilst on the premises of the school, Institution within the Further Education Sector or 16–19 Academy, be employed or otherwise engaged in the provision of Childcare or directly concerned with the management of such provision:
 - (a) confirmation that the individual is not Disqualified from Registration; and
 - (b) confirmation that the individual has been informed that, if he or she is disqualified from registration under The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018, he or she will be committing an offence if he or she is deployed to work in Childcare or directly concerned with the management of such provision; and
- (b) arrange for the individual to provide to the school, Institution within the Further Education Sector or 16–19 Academy:
 - (i) adequate proof of that individual's identity; and
 - (ii) where the individual is to visit the premises of a Maintained School and the individual's Disclosure and Barring Service Certificate contains information pertaining to that individual's history, a copy of that certificate; or
 - (iii) where the individual is to visit the premises of an Independent School, a Non-Maintained Special School, or a 16–19 Academy, a copy of the individual's Disclosure and Barring Service Certificate, regardless of whether that certificate contains information pertaining to the individual's history; or

- (iv) where the individual is to visit the premises of an Institution within the Further Education Sector and that individual will be regularly caring for, training, supervising or being solely in charge of persons aged under 18, a copy of the individual's Disclosure and Barring Service Certificate, regardless of whether that certificate contains information pertaining to the individual's history; and
 - (c) in the event that the school, Institution within the Further Education Sector or 16–19 Academy has concerns about the suitability of the individual to perform the duties for which that individual is to be engaged whilst on the premises of that school, Institution within the Further Education Sector or 16–19 Academy, use all reasonable endeavours to make provision for those duties to be performed by another individual to whom the school, Institution within the Further Education Sector or 16–19 Academy does not so object.
- 4.4 The Contractor undertakes that, where an individual employed or otherwise directly engaged by it is required to provide Real-Time Online Tuition in the course of that individual's duties, it shall:
- (a) ensure that the individual's consent is obtained to monitor and record that individual's direct interaction with Relevant Students where this interaction takes place remotely;
 - (b) implement arrangements to ensure that real-time direct interaction between the individual and Relevant Students and which takes place remotely is monitored in a way which is suitable for identifying Safeguarding Incidents, including random sampling of not less than one session of Real-Time Online Tuition for every 14 such sessions delivered as part of the Services;
 - (c) implement arrangements to ensure that any real-time direct interaction between the individual and Relevant Students is recorded and that these records are retained for a minimum of 90 days, or longer if required for the purpose of investigating a Safeguarding Incident or alleged Safeguarding Incident; and
 - (d) where Real-Time Online Tuition is provided for or on behalf of a school, an Institution within the Further Education Sector or a 16–19 Academy:
 - (i) provide in writing to the school or Institution within the Further Education Sector or 16–19 Academy:
 - (a) a list of the Pre-Appointment Checks which have been carried out with respect to that individual; and
 - (b) confirmation that the information returned by the Pre-Appointment Checks has been considered and that the individual has been judged to be suitable to work with children or vulnerable adults (as the case may be); and

- (ii) arrange for the individual to provide to the school, an Institution within the Further Education Sector or 16–19 Academy:
 - (a) adequate proof of that individual's identity; and
 - (b) where the individual is to provide Real-Time Online Tuition on behalf of a Maintained School and the individual's Disclosure and Barring Service Certificate contains information pertaining to that individual's history, a copy of that certificate; or
 - (c) where the individual is to provide Real-Time Online Tuition on behalf of an Independent School or a Non-Maintained Special School or a 16–19 Academy, a copy of the individual's Disclosure and Barring Service Certificate;
 - (d) where the individual is to provide Real-Time Online Tuition on behalf of an Institution within the Further Education Sector and that individual will be regularly caring for, training, supervising or being solely in charge of persons aged under 18, a copy of the individual's Disclosure and Barring Service Certificate, regardless of whether that certificate contains information pertaining to the individual's history; and
- (iii) in the event that the school, Institution within the Further Education Sector or 16–19 Academy has concerns about the suitability of the individual to deliver Real-Time Online Tuition to students enrolled at that school, Institution within the Further Education Sector or 16–19 Academy, use all reasonable endeavours to make provision for those duties to be performed with respect to those students by another individual to whom the school, Institution within the Further Education Sector or 16–19 Academy does not so object.

5. ADDRESSING SAFEGUARDING CONCERNS

- 5.1 The Contractor shall have in place procedures for managing allegations that might indicate an individual employed or otherwise directly engaged by it would pose a risk of harm if that individual continued to work in regular contact with Relevant Students, children and/or vulnerable adults.
- 5.2 Where an allegation indicates an individual employed or otherwise directly engaged by Contractor might pose a risk of harm if that individual continues to work in regular or close contact with children or vulnerable adults, the Contractor must immediately inform:
 - (a) the schools, Institutions within the Further Education Sector and 16–19 Academies at which any Relevant Students, children or vulnerable adults who may have been harmed by that individual are enrolled, in order that appropriate support for those Relevant Students, children or vulnerable adults can be implemented in a timely manner; and

- (b) the designated officer(s) at the relevant local authority, so that the designated officer can consult police and children's social care services as appropriate.

The Contractor shall afford to the designated officer(s) all reasonable assistance in considering the nature, content and context of the allegation and agreeing a course of action and shall undertake to comply with any direction issued by the designated officer(s).

- 5.3 Where the Contractor dismisses or ceases to use the services of an individual who has been engaging in teaching work, because of serious misconduct, or might have dismissed that individual or ceased to use that individual's services had that individual not left first, it must consider whether to refer the case to the Secretary of State for Education, as required by section 141E of the Education Act 2002.

- 5.4 The Contractor must refer to the Disclosure and Barring Service any individual:

- (a) who is or has recently been employed or otherwise directly engaged by the Contractor; and
 - (i) who has harmed, or poses a risk of harm, to a child or vulnerable adult;
 - (ii) who satisfies the Harm Test;
 - (iii) who has received a caution or conviction for a relevant offence; or
 - (iv) who there is reason to believe has been cautioned for or convicted of a relevant barred-list offence;
- (b) if that individual:
 - (i) has been removed from engaging in Regulated Activity or has been moved to another area of work that is not Regulated Activity; or
 - (ii) would have been removed from engaging in Regulated Activity had they not, for example, been re-deployed, resigned, retired or left.

- 5.5 The Contractor shall additionally have in place adequate procedures for:

- (a) recording any disclosure of abuse which may be made to a member of Personnel by a Relevant Student or other child or vulnerable adult, but which does not relate to the conduct or behaviour of Personnel; and
- (b) ensuring that any such disclosure is reported to the designated officer(s) at the relevant local authority, and such other body or authority as may be appropriate in the circumstances.

Annex 3 – Key Sub-contractors

Key Sub-Contractors

The Contractor may sub-contract its obligations under the Contract to the Sub-Contractors listed in the table below.

[REDACTED]

Key Sub- Contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	Sub-Charges expressed as a percentage of total projected Charges over Term	Role in delivery of the Services
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

SIGNED by the CONTRACTOR acting by

Authorised Signatory..... [Redacted]

In the presence of

Witness signature..... [Redacted] ..

Occupation.. [Redacted] ..

Address.... [Redacted] ..
..... [Redacted] ..

Date..... [Redacted]

SIGNED for and on behalf of the Secretary of State Department for Education acting by

Authorised Signatory [Redacted]
Position [Redacted]

In the presence of

Witness signature..... [Redacted]

Occupation.. [Redacted]

Address [Redacted]
[Redacted]

Date..... [Redacted]