



# Department for Education

## **CONTRACT FOR Evaluation of the Early Years Professional Development Programme**

**PROJECT REFERENCE NO: DFE/RPPU/2018/059**

This Contract is dated 29 September 2021

### **Parties**

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT (“the Department”); and
- 2) Ecorys UK Limited whose registered office is Ecorys, Albert House Quay Place, 92-93 Edward Street, Birmingham, B1 2RA, United Kingdom (“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 **DFE/RPPU/2018/059**.

### **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 March 2024**.

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1. Interpretation

1.1 In this Contract the following words shall mean:-

“the Project”	the project to be performed by the Contractor as described in Schedule One;
“the Project Manager”	[REDACTED]. Telephone: [REDACTED]. Email: [REDACTED].
“the Contractor’s Project Manager”	[REDACTED], Ecorys, [REDACTED]. Telephone [REDACTED]: Email: [REDACTED]
“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: <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a> ;
“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: <a href="https://www.ncsc.gov.uk/scheme/certified-professional">https://www.ncsc.gov.uk/scheme/certified-professional</a> ;
“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: <a href="https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy">https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</a> ;
“Commercially Sensitive Information”	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the

	Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
"Contracting Department"	any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " <b>Controls</b> " and " <b>Controlled</b> " shall be interpreted accordingly;
"Controller"	take the meaning given in the GDPR;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"CPA"	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: <a href="https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa;">https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa;</a>
"Crown Body"	any department, office or agency of the Crown;
"Cyber Essentials"	Cyber Essentials is the government backed,
"Cyber Essentials Plus"	industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels

within the scheme;

There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers

<https://www.iasme.co.uk/apply-for-self-assessment/>;

"Data"

means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;

"Data Loss Event"

any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

"Data Protection Impact Assessment"

an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

"Data Protection Legislation"

(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

"Data Protection Officer"

take the meaning given in the GDPR;

"Data Subject"

take the meaning given in the GDPR;

"Data Subject Access Request"

a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Department Confidential Information"

all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Department's Data"

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"	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;
"Industry Good Practice"	
"Good Industry 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;
"Industry Good Standard"	

“GSC” “GSCP”	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a> ;
“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)”	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;
“IT Health Check (ITHC)”	
“Penetration Testing”	
“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 <a href="http://www.ncsc.gov.uk">http://www.ncsc.gov.uk</a> ;
“OFFICIAL”	the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described
“OFFICIAL SENSITIVE”	

	<p>within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;</p>
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " <b>Regulatory Body</b> " shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unusable. Secure sanitisation was previously covered by "Information Assurance Standard No.5 – Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can be found at:</p> <p><a href="https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media">https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</a>;</p> <p>The disposal of physical documents and hardcopy materials advice can be found at:</p> <p><a href="https://www.cpni.gov.uk/secure-destruction">https://www.cpni.gov.uk/secure-destruction</a>;</p>

<p>“Security and Information Risk Advisor”          “CCP SIRA”          “SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: <a href="https://www.ncsc.gov.uk/articles/about-certified-professional-scheme">https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</a>;</p>
<p>“SPF”          “HMG Security Policy Framework”</p>	<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. <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>;</p>
<p>"Staff Vetting Procedures"</p>	<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>
<p>“Sub-Contractor”</p>	<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>
<p>“Sub-processor”</p>	<p>any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;</p>
<p>"Third Party Software"</p>	<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 of providing the Services, and</p>
<p>“Work”</p>	<p>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;</p>
<p>"Working Day"</p>	<p>any day other than a Saturday, Sunday or public holiday in England and Wales.</p>

1.2 References to “Contract” mean this contract (and include the Schedules). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

- 1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

**SCHEDULE ONE****1 Background**

The Early Years Professional Development Programme (EYPDP) aims to support pre-reception early years practitioners (EYPs) to improve their practice in working with children between the ages of 2 and 4 years old. This programme aims to improve outcomes in language, literacy and numeracy for children in disadvantaged areas, with an emphasis on school readiness. The EYPDP will provide a comprehensive and sustained programme of Continued Professional Development (CPD) for early years practitioners working in selected pre-reception settings in disadvantaged areas.

The EYPDP delivery approach consists of:

- DfE grant funding for local authorities (LAs) to convene local partnerships between early years settings and identify local 'champions' who will receive CPD training and cascade this to early years staff within the 1-4 local partnerships of approximately 10-15 settings. A total of 50 LAs are due to take part in the programme. [REDACTED].
- DfE has appointed a national delivery partner, Education Development Trust (EDT), to provide CPD to the 'champions' who will then cascade the CPD within their local partnerships. Champions will follow 2 accredited courses: 'Language and Literacy for 2-4s' (LL2-4) and 'Communication Friendly Settings' (CFS). There will be 2 categories of champions: tutor champions and mentor champions. Both will be able to deliver the training to EYPs in LL2-4 and CFS, but tutor champions will focus on LL2-4 and mentor champions on CFS and mentoring the EYPs, providing professional/pastoral support and challenge. There will be four champions per partnership, who in turn will train two practitioners from each setting. Once trained by the champions, the practitioners will then run a series of short training sessions for all other Early Years (EY) staff in their setting.

The Department has extended the lifetime of the EYPDP to enable an impact evaluation to be conducted. The main delivery of the EYPDP will take place in 2021-22. A second cohort of early years settings, the "trial cohort", will receive the EYPDP cascade in academic year 2022-23.

**Effect of COVID-19**

The outbreak of covid-19 and consequent (initial) closures of many early years settings, ongoing pressures on the workforce as well as local authorities (LAs), and restrictions on public gatherings (including training events) from March 2020, meant that the EY PDP could not be delivered in the planned way. The timeline and delivery approach have been adjusted to enable the programme to continue.

Early years practitioners were set to be trained as CPD Champions by the end of summer 2020, to start cascading their learning to other practitioners from autumn 2020, and delivery of the main programme was due to be completed by summer 2021. The programme end date has now been extended to March 2022. The evaluation timings have been adjusted to accommodate these changes.

As many participating LAs across England were in high alert level areas, and faced further restrictions, delivery of the programme has been moved online. This will ensure the risks of infection are low and that participation in the training can remain high. (The online approach is consistent with the covid-19 mitigations applied on other DfE-funded programmes, such as the Nuffield Early Language Intervention (NELI) and Early Career Framework (ECF).)

## **2 Aim**

The aim of this project is to conduct an evaluation of the EYPDP comprising both process and impact evaluation.

Overall, this evaluation aims to:

- Assess the effectiveness and impact of the EYPDP in improving language outcomes for disadvantaged children, with a particular focus on what works, for whom and in what circumstances
- Understand to what extent the EYPDP's outcomes for quality of settings and children's language and communication skills are linked
- Explore the extent to which the cascaded training was delivered with fidelity, and whether this affected outcomes for settings and children
- Provide insight into how the EYPDP could be refined and improved and evidence that can be used to inform decisions about future programmes of this type

Specific aims of the individual impact and process evaluation are described below.

The impact evaluation aims to measure the extent to which the EYPDP is successful in improving children's outcomes, especially language outcomes for disadvantaged children; and any variations, for example evaluating in what circumstances is it most effective, and for whom, by:

- Assessing the impact of the EYPDP on children's cognitive outcomes (aiming to attribute any changes in outcomes to the programme), particularly on early language development
- Assessing the impact of the EYPDP on the observed quality of early years settings.

The process evaluation aims to:

- Assess the implementation and quality of the programme, including the delivery model, training of champions and cascading the training
- Understand how the programme was implemented, level of fidelity and enablers and barriers to successful implementation and how barriers/challenges were addressed
- Generate feedback that can help inform refinements to the programme
- Explain programme impact (or lack thereof)
- Provide evidence of how the programme works and in what context/s (including analysis by setting type and child characteristics)

## **3 Objectives**

The Contractor shall use all reasonable endeavours to conduct a full impact and process evaluation of EYPDP consisting of the following elements:

### **Work package 1: Feasibility stage**

- To conduct a feasibility stage to finalise the evaluation design, including a review of key data and documentation, review of pilot delivery, developing a Theory of Change and finalising the evaluation protocol.

### **Work package 2: Process evaluation**

- To deliver a process evaluation collecting data from delivery partners, LAs, EYPDP champions and early years practitioners; and making use of Management Information to assess the implementation and quality of the programme

### **Work package 3: Impact evaluation**

- To conduct an impact evaluation consisting of a randomised control trial (RCT) measuring the impact of the EYPDP on children's cognitive outcomes, namely language, and setting quality.
  - The impact evaluation of children's cognitive outcomes will involve collection of data from a minimum achieved sample of 173 settings (87 intervention group, 86 control group), with 8 children per setting in both groups. The sample size is based on achieving a Minimum Detectable Effect Size (MDES) for 80% power of 0.17.
    - At the child level, the number to be randomly sampled to obtain this achieved sample of 8 children per setting is 10 children (from settings with greater than 10) or else all eligible children in smaller settings will be sampled.
    - At the setting level, 100% of randomised settings will be followed-up, except in the unlikely event that settings will not allow follow-up evaluation activity.
  - The impact evaluation of the setting quality will involve collection of data from a minimum achieved sample of 82 settings (41 intervention and 41 control)
  - A pilot of the child assessments will be conducted

### **Work package 4: Analysis and reporting**

- To provide the Department with timely results in the form of a finalised evaluation protocol and framework, interim updates and a final report for both process and impact evaluations, final presentation for both process and impact evaluations, and all data collection tools.

## **4 Tasks and methodology**

The Contractor will use the following methodology to complete the project.

### **Work package 1: Feasibility stage**

The Contractor will conduct a feasibility stage to assess the viability of implementing the proposed design for the evaluation, completing the following tasks:

- Attend a project inception meeting to discuss the proposed tasks, inputs, timings and liaison procedures involved in the study
- Conduct a desk-based review of key documents and data, including reviewing the findings from the delivery pilot, the training materials used by the national delivery partners to train champions and support them to cascade the training, and any supporting processes the Department is using to aid implementation of the programme (including monitoring data/management information being collected and governance processes)
- Consult with the Department and the programme delivery partner to ensure the Contractor's assumptions and understanding of the training are accurate, followed by an Intervention Delivery and Evaluation Analysis (IDEA) workshop involving the delivery partner and the Department's representatives to develop the theory of change/logic

model and agree fidelity and compliance measures to be used in the evaluation. The theory of change/logic model will outline programme inputs, activities, outputs, short-term outcomes, longer-term outcomes and ultimate impacts. It will also highlight any anticipated and/or realised causal chains

At the end of the feasibility stage, the Contractor will produce an evaluation protocol confirming all aspects of the approach and present it to the evaluation advisory group, the Department and the delivery partner. The evaluation protocol will be informed by the overall research questions and the agreed logic model/theory of change developed during the feasibility stage. It will outline both the impact and process evaluation methods to be used (including highlighting the interconnectivity between these two complementary strands) and how business as usual will be assessed. When agreed by the Department, the Contractor will publish/register the final evaluation protocol and theory of change/logic model.

In designing the evaluation protocol the Contractor shall have regard to current guidance on best practice in evaluation, including the Magenta Book and the Education Endowment Fund's guidance<sup>1</sup>.

## Work package 2: Process evaluation

The Contractor will conduct a process evaluation using the following methods:

Data collection methods	Data sources	Implementation dimension (fidelity/compliance)		
		Fidelity	Compliance	BAU
Online questionnaires (post)	Champions and EYPs (intervention and control settings)	✓	✓	✓
Semi-structured Interviews	Champions, EYPs, PDP delivery partner, LA staff.	✓	✓	✓
Structured observations	Training the Champions and training of trainers for tutor Champions.	✓	✓	
Document review	Programme literature Delivery plans (if available) Training materials MI data	✓	✓	

<sup>1</sup> The Magenta Book: [The Magenta Book - GOV.UK \(www.gov.uk\)](http://www.gov.uk)  
EEF guidance reports: [Setting up an evaluation | Education Endowment Foundation | EEF](#)

Data collection methods	Data sources	Implementation dimension (fidelity/compliance)		
		Fidelity	Compliance	BAU
MI data collection	Number of sessions attended for LL2-4 and CFS  Number of EYPs with completed portfolio for LL2-4 and CFS (engagement)  Number of EYPs completed assessments for LL2-4 (engagement)  Number of Communities of Practice (Champions and EYPs)	✓	✓	
'Business as Usual' (BAU) logs	Details of CPD activities that have taken place in the control settings and what staff have attended.			✓

## Sampling

The online questionnaires will be administered with settings in all 50 LAs that are participating in the programme (for whom contact details are available).

The sample for the semi-structured interviews and structured observations will be drawn from the LAs selected for the impact evaluation, which the contractor will aim to select to have a balanced mix of local childcare provision, early years policy (such as funding rates), and regional and socio-economic context as determined for the impact evaluation.

## Semi-structured interviews

The Contractor will conduct semi-structured qualitative interviews to collect in-depth information about the experience of participating in the programme. The interviews will be conducted electronically [REDACTED] and will include:

- Key **LA staff responsible for convening the local partnerships** to be interviewed in two waves. The first wave (between May and June 2022) will be when training is complete for the first cohort of Champions (n=4) and, secondly, at the end of the recruitment period for the trial cohort (n=8). The aim of these interviews is to gain a deeper understanding of the process of applying to participate in the EY PDP, establishing the partnerships and the early implementation phase. The topic guides will focus on:
  - Experience of involvement in the EY PDP: roles and responsibilities, activities undertaken

- Perceived strengths and weaknesses of the programme, including how any challenges have been overcome
  - Perceived outcomes for different partnerships and different types of settings within the partnerships
  - Learning from the process: what worked, in what contexts, why, and to what extent could it be replicated
  - Views on future sustainability and how the programme could be refined and improved.
- **Key staff from the EY PDP national delivery partners** (EDT and Elklan) to be interviewed in three waves: once at the beginning (n=2) of the evaluation, again at the end of the first cohort of training (n=2) and at the end of the trial cohort (n=2). These interviews will provide an in-depth understanding of the training model. Pre-interviews will cover plans, objectives and experiences of implementation of the training and cascade process to date. The end-of-cohort-1 training interviews will capture learning from cohort 1 to be applied to the trial cohort. Post-trial interviews will capture reflections and perceived outcomes from this cohort. Topic guides will focus on the following themes:
    - Planning and set up: roles and responsibilities of the trainers, the LAs and the local partnerships
    - Delivery and cascade: fidelity to the aims of the programme, consistency and quality across locations, adaptations to the programme design/delivery intended and unintended outcomes, learning and plans for sustainability
    - Enablers and barriers to effective delivery
    - Future plans: potential changes/development, sustainability, lessons learnt.
- **Champions and EYPs.** A critical element of the evaluation is capturing the Champions' and EYPs' experience and levels of satisfaction with the training and preparedness for the cascade. The Contractor will conduct three waves of **Champion** interviews. Firstly, when the first cohort of training is complete and training is being delivered in their own setting. Secondly, at the end of the cascade year for cohort 1 and before the trial commences, and finally at the end point of the trial cohort. This will capture learning from the first cohort; enable the relevance and effectiveness of the programme materials and training to be assessed, and identify any changes following cohort 1 including any implementation challenges and early perceptions of impact.
    - **Champions**, including tutor Champions and mentor Champions (ensuring a balance of each) at the beginning (n=12), mid-point (n=12) and at the end (n=12) of the programme. Interviewees will be selected from different LAs.
  - The Contractor will conduct two waves of **EYP** interviews, the first wave when the training is complete and EY training is being delivered in their own setting, and again at the end point of the evaluation. This will provide a baseline of the EYPs' perceptions against which changes will be measured at the end-point of the evaluation period. Such an approach will provide evidence of any attitudinal changes

over time. The Contractor will interrogate causal pathways by gathering data on interviewees' views related to the relevance and effectiveness of the programme materials and training, including any implementation challenges.

- **EYPs** trained by Champions and colleagues who received training from Champions across a range of setting types, partnerships and LAs (n=12 at the beginning, n=12 at the end of the trial). Where possible, EYPs will be selected from the same LAs as the Champions interviewees.

Proposed topics to be covered in the Champions and EYPs interviews include:

- Background: knowledge, experience and skills in early years speech, language and communication; working with children with speech, language and communication needs; where relevant, delivering CPD to EYPs
- Views on the training: content (including LL2-4 and the maths module), format, duration, quality of the trainer, training attendance and completion, confidence to deliver, levels of satisfaction
- Implementation of the cascade: delivery model, reach and uptake of training, level of fidelity in delivery
- Perceived strengths and weaknesses of the training at each tier and of the programme; flexibility to adapt to challenges
- Perceived intended and unintended outcomes, including workforce awareness, knowledge and confidence around SLCN, changes in early years provision and how this will ultimately affect early language development
- Learning and sustainability: what worked, in what contexts, why, to what extent could it be replicated, how the programme could be refined and improved in the future; considerations/recommendation for roll out.

Interviews will last up to a maximum of one hour, and the Contractor will audio record them with participants' permission, in accordance with the Data Protection Act 2018. The Contractor will ensure all interview notes are written up in summary form using thematic templates for analysis, with reference to interview recordings if necessary to check verbatim quotes and ensure accuracy of interpretation.

## **Observations**

The Contractor will carry out **structured observations**<sup>2</sup> of training the champions and the training for tutor champions as a key element of the process evaluation. The Contractor will develop a list of training elements to be observed/assessed during each observation, to provide a clear, objective checklist to assess training quality. The checklist will be based on the training materials and will be developed by the Project Manager, in close liaison with the Department, and other relevant stakeholders. The Contractor will ensure the research team are briefed before carrying out interviews, and that the topic guides are refined as necessary, following the first interviews. To ensure consistency of assessment across observations, the Contractor will seek to employ the same researcher(s) to carry out the observations at each tier of the cascade, meaning the same researcher/s who carried out

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<sup>2</sup> Two observations were completed in February 2020.

the March 2020 observations will carry out later observations (though in the event of unforeseen staff absence, alternative staff from the project team would be deployed). The sampling will be designed to gain a complete picture of the trainings and cascade through observations, as follows:

- Training of Champions on LL2-4 (n=4) and CFS (n=4)
- Training of tutor Champions on LL2-4 (n=4)
- Refresher training of trial cohort Champions (n=2<sup>3</sup>)

Two observations of the training of champions (LL2-4) have already been completed, with the rest due to be completed in [REDACTED]. For each strand of the training the Contractor will observe the same session being delivered in different areas (unless factors outside the Contractor's control make this impossible), to assess consistency in content, quality, format and duration. This will provide a deep understanding of how Champions engage with the programme, its strengths and weaknesses, and the flexibility required to adapt to different contexts or resolve unexpected challenges.

Due to Covid-19, all observations (except potentially for the trial cohort refresher training) will now be carried out using video conferencing technology or by viewing video recordings of the training sessions. This has limitations for the researcher, for instance making it harder to measure participant engagement and relies on availability and quality of recordings. Availability of recordings will likely to be determined by the programme providers, and not as sampled by the research team. Nevertheless, as all participants will receive training remotely, the researcher will experience the session in the same way as those receiving the intervention. This creates the conditions for the researcher to produce a valid assessment of content, quality, format and duration of the training received. The Contractor will give careful consideration of the observation guide to ensure it is suitable for capturing learning from remote observations, while still being comparable with the in-person observations already completed.

## **Surveys**

The survey element of the process evaluation will gather important information with a particular focus on quality, fidelity and responsiveness. The Contractor will conduct surveys of Champions and EYPs; the survey of the Champions will be administered at two time points (one at the end of the first cohort and then another survey at the end of the trial cohort). The proposed survey length and content are set out below, although decisions during the feasibility stage will influence the final content.

### **Surveys of Champions**

The Contractor will conduct two surveys with champions, comprising largely closed questions, of up to 10-15 minutes each.

The **first survey of Champions involved in the trial cohort** (summer 2022) will focus on the following aspects of the process evaluation:

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<sup>3</sup> The frequency and duration of this training session is still to be determined. Cost assumptions are based on one session being delivered in two different locations.

- Quality of the training and support received (e.g. rating scales of quality of different aspects of the training such as recruitment; materials; overall quality of each training strand; quality of coaching and mentoring support; use and utility of the wider offer such as the online platform and membership of the Chartered College of Teaching).
- Adequacy of the training to prepare the Champion to cascade the learning to others.
- Self-reported effect of the training on Champions' knowledge and skills related to practice
- Perceived cost-effectiveness – whether the time spent in training and support was too little, about right, too much.
- Respondent details (e.g. experience of CPD delivery, whether they are Tutor or Mentor Champions, professional ECEC qualifications, and other relevant information, if not available from other sources for matching).

The **second survey of Champions involved in the trial cohort** (summer 2023) will focus on the following aspects:

- Self-reported effect of the training on Champions' knowledge and skills related to cascading to others
- Perceived efficiency of the model – training plus delivery in the Champions' own settings plus cascade to other settings
- Self-reported responsiveness to the training of EYPs in cascade settings.

### **Surveys of EYPs**

The **survey of EYPs** (summer 2023) will be administered at a single time point, towards the end of the trial. The Contractor will conduct a 20-minute survey comprising largely closed questions. Proposals for the survey content are set out below although decisions during the feasibility stage will influence the final content.

- Quality of the training and support received (e.g. rating scales of quality of different aspects of the training such as information; administration; materials; overall quality of each strand; mentoring support)
- Self-reported effect of the training on EYPs' knowledge and skills
- Perceived cost-effectiveness – whether the time taken by training was too little, about right, too much
- Confidence measure (probably based on the instrument devised by Elklan for the Talking Matters evaluation – see Clegg and Rhode, 2017)<sup>4</sup>
- Competence in practice related to language, literacy and numeracy for 2-4s; communication friendly settings and the HLE – for example, the frequency of self-reported behaviours identified as good/poor practice in the training
- Respondent details (e.g. whether they received the training direct from the champion; years of experience, seniority, experience of professional CPD in the previous year, professional ECEC qualification).

The Contractor will administer a separate version of this survey for EYPs in the control group, to include the following:

- Confidence measure (probably based on the instrument devised by Elklan for the Talking Matters evaluation – see Clegg and Rhode, 2017)<sup>5</sup>

<sup>4</sup> Clegg, J. and Rhode, C. (2017). *Evaluation of the Elkan Talking Matters Programme* [online]. Available: <https://www.elklan.co.uk/reviews/talking-matters>

<sup>5</sup> Ibid

- Competence in practice related to language, literacy and numeracy for 2-4s; communication friendly settings and the home learning environment (HLE) – for example, the frequency of self-reported behaviours identified as good/poor practice in the training
- Respondent details (e.g. years of experience, job role, experience of professional CPD in the previous year, professional ECEC qualification).

The Contractor will administer the surveys to all Champions and settings involved in the trial. The Contractor will provide the survey online, with an option to request a paper copy, if required.

### **Analysis of programme data and management information**

The programme delivery partner will be responsible for collecting Management Information (MI) data covering both settings and individual participants (Champions and EYPs). The Contractor will use the MI data to inform the evaluation approach and will conduct detailed analysis of the MI data using a statistical analysis package [REDACTED] to provide further quantitative evidence on the profile and progress of participants in the programme, to be reported in the evaluation outputs. The Contractor will work with EDT and Elklan to ensure the MI covers the data needed for the evaluation.

#### **“Business as usual” (BAU) logs**

The Contractor will track CPD activity in control settings by asking the head/manager or senior member of staff to complete ‘Business as Usual’ logs to record the CPD activities that have taken place and which staff have attended during the trial period, in order to provide data contextualising the impact of the programme. The Contractor will distribute BAU logs to settings before the trial commences and will issue reminders to the settings at the mid- and end-point of the trial, so that settings are prompted to record the information as time goes on. The Contractor will reduce the burden on settings by ensuring the BAU logs are easy to complete and short (for example a single side of A4).

### **Work package 3: Impact evaluation**

#### **Summary**

The contractor will conduct a randomised control trial (RCT) to understand the impact of the EYPDP on children’s cognitive outcomes and setting quality. The final design of the trial will be determined during the feasibility stage (work package 1).

The aim of the RCT is to assess the impact of the cascaded training on settings and children’s outcomes.

From the 50 LAs participating in the EYPDP, the contractor will recruit at least 12 to take part in the trial. The contractor will select from LAs that can demonstrate that they have the capacity both to retain enough champions, and recruit enough new settings (who have not taken part in the main EYPDP cascade), for a viable cascade to a new cohort in academic year 2022-23. The contractor will determine the number of settings that each LA would need to recruit to the trial, and provide support to the LAs with recruiting settings. Champion’s own settings will be excluded from the trial.

The settings that are recruited to the trial will be randomly allocated by the Contractor to either the control group or intervention group, with half the sample in each group. The

Contractor will also stratify settings to geographical location within each LA. The settings in the intervention group will receive the EYPDP, via cascaded training delivered by the EYPDP champions. The settings allocated to the control group will not receive the EYPDP but will be asked to continue with business as usual. LA and head-of-setting consent will be sufficient for participation in the trial.

The Contractor will ensure a minimum achieved sample of 173 settings (87 intervention group, 86 control group) participating in the trial. At the setting level, 100% of randomised settings will be followed-up, except in the unlikely event that settings will not allow follow-up evaluation activity.

### **Trial design**

The proposed randomised controlled trial design uses child-level assessments at baseline and follow-up using BAS III assessments of verbal ability (vocabulary and comprehension). Under this design, children are eligible for assessment only if they are age 3 or older in June 2022 as the minimum age for the BAS III assessments is 3 years 0 months. 10 children per setting will be sampled for a mean achieved sample of 8 children per setting.

### **Summary of main RCT features**

<b>RCT element</b>	<b>Description</b>
Eligibility	Nursery schools, school-based nurseries, PVI settings; within trial LAs <sup>6</sup>
Exclusions	Settings containing a Champion, or already receiving the programme in the first cohort
Cohort	Children age 3 or older by [REDACTED]
Number of settings	173 settings (87 intervention group, 86 control group)
Number of children	Baseline and follow-up measurement of 8 children per setting (total number of children assessed is 1384 – based on 8 per setting, 173 settings)
Randomisation (level; timing and stratification)	Randomisation of settings; [REDACTED]; stratified by LA, setting type and whether they have undergone the setting quality measure
Baseline	British Ability Scales III (BASIII) – combined score of comprehension and vocabulary; measured in [REDACTED] – completed by NFER Test Administrators
Primary outcome	British Ability Scales III (BASIII) – combined score of comprehension and vocabulary; measured in [REDACTED] – completed by NFER Test Administrators
Secondary outcomes	Early Childhood Environment Rating Scale (ECERS-3) measured at baseline and follow-up

<sup>6</sup> Trial LAs are those recruited to the trial. To take part in the trial LAs must have sufficient numbers of eligible settings (i.e. that meet the EY PDP criteria) who are not currently running the EY PDP and be able to retain sufficient numbers of Champions to enable delivery of the EY PDP for an additional academic year.

Consent	For setting participation in the trial: Head of setting For child participation in measurement: opt-out by parents
Duration	Baseline will be collected in [REDACTED] i.e. intervention delivery will occur over one academic year

Sample size calculations are shown below. The study is powered for a minimum detectable effect size (MDES) of 0.17.

### Sample size calculations

Design	No baseline; BASIII follow-up Summer 2023
Number of children/measures per setting	8
Intra-cluster correlation	0.1
Pre/post correlation	0.5
Minimum detectable effect size for 80% power	0.17
Number of settings in each group	86 control/87 intervention

### Randomisation

The Contractor will be responsible for randomisation and will provide a full audit trail, including the code used, for scrutiny.

### Achieved sample

The Contractor will achieve a sample of 173 (87 intervention, 86 control) settings for the primary attainment outcome. Since this is a cluster-RCT, the emphasis will be on 100% follow-up of randomised settings (which the contractor has previously achieved when conducting trials in settings).

The Contractor will sample 10 children per setting and achieve completed assessments with a mean of eight children per setting. The Contractor will include further details of within-setting sampling in the evaluation protocol, which needs to cover:

- The process of informing parents about the study, how they can opt out, and ensuring children whose parents opt out are not sampled
- How information about eligible children will be obtained from settings and the types of child-level information to be obtained (for example name, date of birth, UPN if available, attendance patterns)
- The process of randomly sampling eligible children within each setting, the number of children to be sampled per setting (including taking account of settings that have fewer eligible children on roll than the target number to be sampled). When determining the number of children to sample the contractor will take into account factors that may lead to attrition, such as the proportion of children who change settings per year and expected levels of child absence on the day of testing.

### Quality assessment in settings

The Contractor will measure setting quality in a subgroup of trial settings at baseline and at endpoint. The Contractor only those settings that have successfully undergone the setting quality measure will be eligible to be randomised for this element of the trial.

The Contractor will conduct the setting quality assessments using half-day observation audits in the selected settings, principally using the Early Childhood Environment Rating Scale (ECERS). The Early Childhood Environment Rating Scale (ECERS-3) (Harms et al., 2014) is a comprehensive and well-recognised assessment tool that measures both the environmental provisions and teacher interactions that affect the broad developmental needs of young children, including cognitive, social emotional, physical and health and safety. It also includes items assessing developmentally appropriate literacy and maths activities.

During the feasibility stage, the Contractor will explore potential additions to the ECERS-3 scale that could be used within the quality assessments, such as the curricular extension to the ECERS (ECERS-E) and the Sustained Shared Thinking and Emotional Well-being Scale (SSTEW). The costings provided relate to a half-day observation period so the final items used should not exceed this timeframe.

The Contractor will conduct the delivery of the quality assessments by undertaking the observation audits, and provide support including: providing briefing information for settings, direct contact with settings as needed, collecting/managing queries that arise through the observation period, and collecting and verifying all audit data to be used in the evaluation.

For the setting quality measure, the Contractor will achieve a sample of 82 settings assessed at both pre- and post-test stage (41 in intervention and 41 in control). This would achieve a minimum detectable effect size of 0.5. This calculation is based on an expected pre-post correlation of 0.6 (established by reviewing recent EEF trials that used ECERS).

As this element is a setting-level RCT, the emphasis will be on 100% follow-up of randomised settings. The settings will be selected and assessed before randomisation takes place. Settings selected for quality assessment will not go forward to randomisation unless they have first completed the quality assessment measure. The procedure for sampling the 82 settings to include in the quality assessment will be confirmed at the feasibility stage but is expected to be a stratified (by setting type) random sample of around 90 settings to allow for some baseline attrition.

### **Child assessments**

The Contractor will administer the child assessments using the two language scales in the British Ability Scales III (BASIII). These assessments are valid for research purposes if administered by trained administrators with teacher qualifications. The Contractor will ensure that those conducting the child assessments meet this criteria and will ensure sufficient numbers are trained and allocated. Professor Sylva will train NFER test administrators in the use of the BASIII for the purposes of this evaluation. The training for test administrators will cover all aspects of the role, including how to administer the assessments and practical guidance on working with young children.

██████████. The Contractor will ensure that all test administrators are blind to group allocation.

### **Piloting**

The Contractor will pilot the proposed data collection approach and methodology for child impact measures during spring/summer 2022. The purpose of the pilot study is to ensure that the practicalities of the administration are well tested in a range of setting types and any adjustments can be made in advance of the full study. It will also allow for learning from the pilot to be communicated to key individuals, including Test Administrators during their main training.

The pilot will be conducted in six early years settings that are in areas participating in the EYPDP but not selected for the main study. This would take place in a range of setting types intended for the initiative (including maintained nurseries and PVI settings) and will use the same instruments proposed for the main study (BASIII language scales).

The Contractor will conduct the pilot, including training TAs, contacting settings for participation, administering the assessments and collecting feedback from setting staff and TAs.

The Contractor will provide a report on the pilot, together with recommendations for changes and adjustments to the guidance and procedures.

### **Recruitment and retention**

The Contractor will be responsible for communicating with settings about the trial. The Contractor will devise a communications, recruitment and retention plan for agreement by the Department, to clarify how participation will be secured from sufficient LAs and settings, including how they will contact them, the types of communications, the reminders and follow-ups. [REDACTED]

The contractor will produce a communications plan in advance of recruitment, with coherent messages and covering the different motivations intervention and control settings might have for taking part (see Knibbs and Stobart, 2018)<sup>7</sup>. Settings are more likely to prioritise research requests from official sources, therefore the Department will provide the DfE logo for use on recruitment documentation. [REDACTED]

In the initial stage of recruitment the Contractor will build partnerships with eligible LAs. The Contractor will use information from the delivery partner (EDT/Elkan) and DfE to establish a 'long-list' of LAs which are likely to have enough eligible settings, [REDACTED]. Eligible settings are those which meet the criteria for EY PDP and which are not already part of the programme (i.e. from first cohort or a Champion's setting). Trial LAs will also need to be confident that a group of their current Champions (minimum four) will be available to deliver the additional cascade year to the additional settings. The Contractor will be responsible for delivery of the trial and will recruit at least 12 trial LAs, increasing the number of LAs if necessary to ensure recruitment of the overall number of settings required for the trial. The DfE will make the initial contact with all selected LAs, to introduce the Contractor and their role within the evaluation, and set out how the Contractor will support the LA in recruiting the required settings from the trial. Evidence from the initial recruitment to the programme demonstrates that each LA has approached settings in different ways based on their own ways of working. The Contractor will take account of LAs' different approaches in their recruitment. The Contractor will provide LAs with materials to share with their settings about the evaluation. Once trial LAs have agreed to participate, the Contractor will work with them to support their recruitment of the settings to the trial.

During the recruitment of the settings, the Contractor will collect contact details of those settings signed up for the trial, offering settings the choice of using either the Contractor's secure portal or a paper reply form (both options would be offered to make it easier for each setting to respond). The Contractor will then make contact directly with the head/manager of the setting and ask them to sign a Memorandum of Understanding (MOU); the MOU will be a

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<sup>7</sup> Knibbs and Stobart (DfE, 2018). *NQT and provider-level response rates: exploratory research*. DfE Research Report RR83. (Ipsos MORI). Available online: <https://www.gov.uk/government/publications/newly-qualified-teacher-nqt-and-provider-level-response-rates-exploratory-research> [19 September 2019].

joint document between the setting, their LA and the Contractor. The Contractor’s communications will be clear and concise, letting the settings know exactly what is involved in the project, why it is vital that they take part, and explaining why it is essential to run a robust evaluation of this important initiative. the Contractor will maintain ongoing communication with intervention and control settings using tailored messages relevant to each randomised group. This will be particularly important for the control settings during the long period between their signing up for the trial and the endpoint assessments. The Contractor will send ‘Keep in Touch’ emails to the key contact to update them on the trial and remind them of the next steps involved.

All communications with settings will contain an email address and phone number to enable settings to contact the Contractor with any queries and a link to the project information page containing additional FAQs about the project and examples of previous reports.

**Table 1: communication timetable**

██████████	The Contractor shares suggested communication materials with LAs
██████████	The contractor sends keep-in-touch email to all settings
██████████	The Contractor conducts baseline assessments and informs settings of their group allocation
██████████	The Contractor sends Keep-in-Touch email to all settings The Contractor contacts settings requesting their pupil lists The Contractor shares parent information sheet
██████████	The Contractor conducts follow-up assessments

**Work package 4: Analysis, reporting and dissemination**

The Contractor will be responsible for analysis and reporting to address the key aims set out in section 2, of whether the EYPDP has impact on setting quality and child outcomes, including for disadvantaged children; and which aspects of programme delivery contributed to those outcomes.

The contractor will develop clear analytical plans for both the process and impact strands, drawing upon both qualitative and quantitative data and analysis techniques, for sign-off with the Department prior to commencing the more substantive analysis tasks.

**Analysis of outcomes from the RCT** will follow the EEF analysis guidance, which describes the most unbiased and efficient analysis for an RCT. The primary outcome analysis will not include a baseline covariate but the setting quality model will include its baseline measure. It will follow a statistical analysis plan, pre-agreed with the Department, to be published with or as well as the trial protocol ██████████. Specifically, the analysis will be intention-to-treat and use a two-level multilevel model to allow for the clustered nature of the randomisation. Subgroup interaction models (i.e. analysis that shows whether the CPD programme is acting differentially for certain children) will be agreed during the feasibility stage in order that they can be hypothesis-driven. As a minimum these will include:

- Early Years Pupil Premium (from Early Years Census)
- Setting type
- EAL (from Early Years Census).

The Contractor will reduce burden on settings by using data from the Early Years Census to carry out subgroup analysis where possible.

For quantitative analysis of the data generated in the process evaluation strand from the surveys and MI data, the Contractor will produce descriptive statistics, generating cross-tabulations to explore trends and variations in response patterns by key variables where appropriate, and applying relevant tests for statistical significance.

For qualitative data analysis, the Contractor will adopt a multi-stage approach. This will start with the development of a framework, using codes and themes mapped to the Theory of Change to be agreed with the Department. The Contractor will undertake thematic content analysis of the coded data to draw out key findings.

The Contractor will combine the separate strands of the quantitative and qualitative analysis through synthesis and triangulation.

The proposed data analysis methods are set out in the table below. Where possible to generate a measure of fidelity to the intervention, the Contractor will conduct complier average causal effect (CACE) analysis. Such analysis estimates what the size of the intervention effect was for individuals with ideal compliance. It complements the intention-to-treat (ITT) analysis, which shows the overall unbiased effect across observed levels of compliance. Measures of fidelity are often complex to generate for CPD interventions, requiring techniques such as factor analysis, and will be agreed with the Department during the feasibility stage.

**Table 2 Additional detail on suggested analysis methods**

Data collection methods	Data sources	Data analysis methods	Implementation dimension (fidelity/compliance)		
			Fidelity	Compliance	BAU
Online questionnaires (pre/ post)	Champions and EYPs (intervention and control settings)	Frequency counts; CACE analysis	✓	✓	✓
Semi-structured Interviews	Champions, EYPs, PDP delivery partner, LA staff.	Deductive-inductive coding; thematic analysis	✓	✓	✓
Structured observations	Training the Champions and training of trainers for tutor Champions.	Frequency counts; deductive coding; cross-case analysis	✓	✓	
Document analysis	Programme literature Delivery plans (if available) Training materials MI data	Content analysis	✓	✓	

MI analysis	Number of sessions attended for LL2-4 and CFS  Number of EYPs with completed portfolio for LL2-4 and CFS (engagement)  Number of EYPs completed assessments for LL2-4 (engagement)  Number of Communities of Practice (Champions and EYPs)	Frequency counts; regression; CACE analysis	✓	✓	
'Business as Usual' (BAU) logs	Details of CPD activities that have taken place in the control settings and what staff have attended.	Frequency counts; monitoring of any contamination			✓

The Contractor will produce a final report [REDACTED] which will include the full results of the trial and triangulated evaluation findings, conclusions and recommendations. It will also include a technical appendix with full details of the methodological approach, highlighting any data limitations and caveats. The Contractor will deliver a presentation to aid the dissemination of the final findings.

### Sample and data management

The Contractor will create a secure system for managing the records of all LAs, champions, settings, EYPs and children sampled for the evaluation. This should include an accuracy checking/data cleaning process, fields for all relevant variables required for sampling and data to be collected, information on which aspect of the study the respondent has been sampled for, and outcomes (such as whether took part in fieldwork). The Contractor is responsible for all data capture, cleaning and processing from all fieldwork conducted as part of this project. It is essential that the data from the impact evaluation and process evaluation phases can be cross-referenced.

### Design and piloting of research tools

The Contractor will adopt a two-stage process for developing the research tools and templates for interviews, survey instruments and observations prior to use in the field. In the first instance, senior members of the core project team will draft a core set of research tools for the key stakeholders (e.g. training observation guides; provider, LA and champion interview schedules; first champion survey). These templates will map directly to the ToC logic model and programme evaluation framework and will be informed by the document review and observations. The Contractor will submit these to DfE for comment, after which relevant tools (e.g. interview schedules, surveys) will be piloted by the Project Manager with the relevant stakeholder groups (e.g. a LA representative and Champions). This will allow for any necessary modifications to the topic guides.

In advance of using the research tools in the field and to ensure standardisation in approach, the Contractor will hold an internal briefing session for the evaluation team. This will enable discussion and clarification around the format, content and conduct of the interviews and observations, and ensure that the ethical and data protection protocols are fully embedded in

the delivery of the work.

## **Project management and progress reporting**

The project will be delivered by a consortium. The Contractor, Ecorys, is the lead member of the consortium and will be contractually responsible for the delivery of the overall project and for project administration and quality assurance. The other partners are NFER, IMM and [REDACTED] Oxford University. Ecorys will agree subcontract arrangements with each consortium partner, specifying their roles and responsibilities, deliverables, timescales and required quality standards. Monitoring compliance of subcontractors will be the responsibility of Ecorys as lead contractor.

The Contractor will provide weekly progress updates to the Department during key stages of the project, including recruitment and fieldwork, and fortnightly updates at other times, unless otherwise agreed.

## **Outputs**

The Contractor will ensure that all outputs are thoroughly quality assured and checked for accuracy before submitting them to the Department. This includes following the prevailing government guidance on style and accessibility for all outputs intended for publication<sup>8</sup>.

The Contractor will deliver the following outputs:

- A face-to-face presentation on the evaluation framework and proposed impact evaluation methodology, at the end of the feasibility stage
- A finalised evaluation framework and protocol, which will be produced to a publishable standard and published
- Statistical analytical plan, which will be produced to a publishable standard as this will be published
- Final versions of all research tools for the process and impact evaluation
- A report from the pilot of the child outcomes assessments (not for publication)
- A full research report and stand-alone executive summary for publication by the Department:
  - The final report should include the full findings from all elements of the evaluation (impact and process), conclusions and recommendations
  - A technical appendix should be included in the final report with full details of the methodological approach, highlighting any data limitations and caveats
  - Both the full research report and the stand-alone executive summary (Research Brief) should be produced to a publishable standard using the Department's

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<sup>8</sup> [Style guide - Guidance - GOV.UK \(www.gov.uk\)](http://www.gov.uk) and [Publishing accessible documents - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

templates and following the relevant guidance on accessibility and plain English

- A presentation of the final findings to an audience of LAs and other stakeholders involved in the evaluation.

The Contractor will allow sufficient time to respond to comments from the Department on all reports and to undertake any necessary amendments, prior to the outputs being signed off.

In addition to the above outputs, the Contractor will provide feedback to the delivery partner to support the delivery of the programme. This could include summary feedback after each wave of interviews or observations, alongside presentations to the Department. The exact nature of the feedback will be decided by the Department and the Contractor during the feasibility stage of this project.

Further outputs such as an infographic, short film, article or conference presentation could be provided at additional cost.

### **Quality of outputs**

It is essential that the outputs are of sufficient and high quality therefore the following quality measures will be applied to each of the following outputs:

- Theory of Change developed and produced
  - Quality measure: agreement on Theory of the Change by workshop attendees. Final version approved by the Department.
- A face-to-face presentation on the evaluation framework and proposed impact evaluation methodology, following the feasibility stage;
  - Quality measure: presentation and proposed impact evaluation methodology approved by the Department
- A finalised evaluation framework and protocol, which will be produced to a publishable standard as this will be published
  - Quality measure: the Department will have the framework peer reviewed by the project advisory group and the Contractor will address their recommendations as appropriate and in discussion with the Department. Final version of the framework approved by the Department and accepted for publication.
- Recruitment materials and recruitment
  - Quality measure: all materials approved by the Department and response rates and achieved sample met (as outlined in 'Recruitment and Retention' above).
- Randomisation
  - Quality measure: code for randomisation to control or intervention group peer reviewed and approved by the Department

- Final research tools for the process and impact evaluation
  - Quality measure: draft research tools reviewed by the Department and comments addressed, as appropriate and in discussion with the Department, by the Contractor. All research tools piloted to check they function appropriately and collect the required data. All research tools approved by the Department following piloting.
- A report from the pilot of the child outcomes assessments
  - Quality measure: Lessons from the pilot inform the main trial and report approved by the Department
- Data collection
  - Quality measure: data collected to a high standard and undergone a thorough quality assurance review
- Data matching to NPD
  - Quality measure: appropriate approvals received and data match completed
- Analytical plan, which will be produced to a publishable standard as this will be published
  - Quality measure: analytical plan checked for accuracy and reviewed in line with Contractors' QA processes, peer reviewed and amends incorporated. Final version of the analytical plan approved by the Department and accepted for publication.
- A full research report prepared in the Department's standard reporting template and including an accessible executive summary in plain English which can be published as a stand-alone Research Brief;
  - Quality measure: all analytical outputs checked for accuracy as per quality assurance procedures agreed between the Contractor and the Department. Research report peer reviewed and amends incorporated. Final version of the research report approved by the Department and accepted for publication.
- The final report should include the full findings from the trial and triangulated evaluation findings, conclusions and recommendations
  - Quality measures: report incorporates all evidence from each source of evidence.
- A technical appendix should be included in the final report with full details of the methodological approach, highlighting any data limitations and caveats
  - Quality measures: Final versions of the reports approved by the Department and accepted for publication.
- Both the full research report and the Research Brief should be produced to a publishable standard as these will be published

- Quality measures: Final versions of the reports approved by the Department and accepted for publication.
- A presentation of the final findings to an audience of LAs and other stakeholders involved in the evaluation.
  - Final version of the research report and associated PowerPoint (or equivalent) approved by the Department and accepted for publication.

### Timetable and milestones

Table 3 provides the milestones for the EYPDP evaluation.

Table 4 provides the overall timetable for the EYPDP evaluation.

**Table 3: Milestones for the EYPDP evaluation**

Number	Milestone	Timing
1	Documentary and data review completed	██████████
2	Theory of change workshop completed	██████████
3	Evaluation protocol finalised and presented	██████████
4	Wave one process evaluation instruments finalised	██████████
5	Wave one observations completed	██████████
6	Wave one interviews completed	██████████
7	Setting recruitment completed	██████████
8	Quality setting audits and child assessments completed (pre-)	██████████
9	Randomisation of settings (control or intervention group)	██████████
10	Wave two observations completed	██████████
11	Wave two interviews completed	██████████
12	Post-intervention trial data collection completed	██████████
13	Quality setting audits completed (post-)	██████████
14	Final wave of interviews completed	██████████
15	Final reporting and presentation	██████████

## 5 Staffing

The project will be staffed by a consortium with Ecorys UK as lead contractor, with teams from NFER, [REDACTED] (University of Oxford) and Inquisitive Minds Matter (formerly A+ Education), operating within a joint management structure and with clear roles and responsibilities for each organisation.

The lead members of the Contractor's project team will be [REDACTED]. The project will also be supported by additional staff at Ecorys, NFER and Inquisitive Minds Matter.

[REDACTED] (Ecorys) will lead on the process evaluation with inputs from Ecorys, NFER and [REDACTED]. In particular, Ecorys will be responsible for the qualitative research and NFER for the survey research.

[REDACTED] will lead on the impact evaluation with inputs from NFER, [REDACTED] and Inquisitive Minds Matter. In particular, NFER will be responsible for assessing child outcomes and Inquisitive Minds Matter will be responsible for the setting quality assessments.

The Department's project manager will be [REDACTED].

## 6. Management and Advisory Groups

The Department's Project Manager will set up a Management Group and an Advisory Group for the project.

The Management Group will consist of representatives from the Department, the Contractor, and other key organisations whom the project will impact on, to be agreed by the parties. The function of the Management Group will be to review the scope and direction of the Project against its aims and objectives, oversee the operational delivery of the project, 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 Advisory Group will consist of representatives from the Department, the Contractor, the programme delivery partner, and other key organisations and stakeholders with relevant expertise for the project or whom the project will impact on, to be agreed between the parties. The function of the Advisory Group will be to provide independent advice, guidance and constructive feedback on the design and implementation of the study, including reviewing the evaluation protocol, analysis plan, research instruments and draft outputs.

The Management Group and Advisory Group 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 Management Group shall report their views on the progress of the Project to the Management Group in writing if requested by the Department. The Contractor's representatives on each group shall attend all meetings of each group unless otherwise agreed by the Department.

## 7. Risk Management

### Table 5: Risks and mitigations

<b>Risk</b>	<b>Likelihood and impact</b> H=High, M=Medium, L=Low	<b>Mitigating actions</b>
Risks related to COVID-19 disruptions e.g. champion and EYP attrition, reduced attendance at EY settings by children. Test Administrators unable to access settings. Test administrators required to take covid tests and/or use personal protective equipment (PPE) in order to access settings.	██████████	<ul style="list-style-type: none"> <li>• Review clause in the contract to allow for a change in approach, once the full extent of COVID-19-related disruptions are understood.</li> <li>• Levels of attrition to be reviewed (see section 11: Break clauses).</li> <li>• Ongoing consultation and liaison between evaluation team, DfE and delivery partner to monitor and encourage Champions to remain engaged.</li> <li>• DfE to consider use of incentives for Champions.</li> <li>• Delivery partner replaced Champions that withdrew in 2020, where possible.</li> <li>• If test administrators are required by government regulations to take covid tests and/or wear PPE in order to access settings, the Department will cover reasonable costs associated with this.</li> </ul>
Delays incurred in the delivery of 'champions' training risking insufficient time to have elapsed to effect changes in practice substantial enough to be detected through the RCT	██████████	<ul style="list-style-type: none"> <li>• Ongoing consultation between evaluation team, DfE and National Delivery Partner, to monitor progress and to adjust evaluation timetable as necessary.</li> <li>• The children's data collection will be timed to ensure sufficient time for the intervention to take hold.</li> </ul>
Poor communication with settings causes disruption/delay to randomisation	██████████	<ul style="list-style-type: none"> <li>• Clear communication strategy and relationships established at feasibility stage, and reviewed throughout.</li> </ul>
██████████ does not provide sufficient data on Champions and settings required for recruitment or MI analysis.	██████████	<ul style="list-style-type: none"> <li>• Clear data specification and agreement with EDT re data required</li> <li>• DfE to support with data collection as needed</li> </ul>
LAs face challenges in recruiting settings	██████████	<ul style="list-style-type: none"> <li>• Clear communication from EDT/DfE/NFER about LAs' role in recruitment</li> <li>• Regularly monitor recruitment and update DfE</li> </ul>

<b>Risk</b>	<b>Likelihood and impact</b> H=High, M=Medium, L=Low	<b>Mitigating actions</b>
		<ul style="list-style-type: none"> <li>• Ongoing communication between evaluation team and delivery partner.</li> <li>• Delivery partner/DfE to share lead contact details within each LA with evaluation team.</li> </ul>
Low recruitment of settings	██████████	<ul style="list-style-type: none"> <li>• Clear information provided to settings explaining the principles of the trial and expectations. Settings sign Memorandum of Understanding (MoU) with clear identification of requirements. Good communication of study benefits.</li> <li>• Ethical strategy including data and child protection communicated to schools and parents.</li> <li>• NFER will provide input into the recruitment documentation. NFER have proven expertise in recruiting settings for randomised trials.</li> <li>• High level of support offered by developers and NFER throughout process.</li> <li>• Levels of recruitment to be reviewed (see section 11: Break clauses)</li> </ul>
Settings closing down, may make it harder to recruit and retain.	██████████	<ul style="list-style-type: none"> <li>• Oversample in the quantitative research</li> <li>• Substitute similar settings in the qualitative research</li> <li>• Levels of attrition to be reviewed (see section 11: Break clauses).</li> </ul>
High attrition of settings	██████████	<ul style="list-style-type: none"> <li>• Keep-in-touch strategy developed. Update of any changes in contact and to keep settings informed of next steps.</li> <li>• One key contact per setting.</li> <li>• ██████████.</li> <li>• Reduce burden on settings.</li> <li>• Levels of attrition to be reviewed (see section 11: Break clauses).</li> </ul>
Settings will have long duration without contact from the evaluators	██████████	<ul style="list-style-type: none"> <li>• Communication of requirements at MoU stage; keep in touch activity with settings.</li> </ul>

<b>Risk</b>	<b>Likelihood and impact</b> H=High, M=Medium, L=Low	<b>Mitigating actions</b>
Low levels of engagement in the trial	██████████	<ul style="list-style-type: none"> <li>• Evaluation model places strong emphasis on stakeholder participation at all stages.</li> <li>• Levels of engagement to be reviewed (see section 11: Break clauses).</li> <li>• Substitute similar settings in the qualitative research.</li> </ul>
Low levels of engagement in the process evaluation by LAs and or partnerships	██████████	<ul style="list-style-type: none"> <li>• Evaluation model places strong emphasis on stakeholder participation at all stages.</li> <li>• Substitution of LAs where necessary.</li> <li>• Working with DfE to promote awareness and engagement.</li> </ul>
Delays to evaluation	██████████	<ul style="list-style-type: none"> <li>• Project plan with targets clearly set out. Regular contact with national delivery partner and the Department.</li> <li>• Alert system for delays, plus strategies to get back on track.</li> <li>• Consider extending data collection period.</li> </ul>
Low parental engagement in evaluation	██████████	<ul style="list-style-type: none"> <li>• Tailored information sheets about the study and Privacy Notices for parents.</li> <li>• TAs and quality assessors help encourage parent engagement.</li> </ul>
Changes to the project team due to sickness, absence or staff turnover	██████████	<ul style="list-style-type: none"> <li>• Partnership between Ecorys and NFER strengthens the project team. Ecorys and NFER both have large research departments with numerous researchers and research associates experienced in evaluation who could be redeployed.</li> <li>• Clear and accurate project documentation supports continuity in the event of any team changes.</li> <li>• IMM has trained many EY colleagues in LAs in the use of ECERS and would be able to recruit and train replacements</li> </ul>

## 8. Data Collection

The Department seeks to minimise the burdens on Schools, EY settings, Children's Services

and Local Authorities (LAs) taking part in surveys.

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

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

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

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

## **9. Consent arrangements**

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

## **10. Project communication plan**

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

## **11. Break clauses**

The following review points with break clauses will be incorporated into the project

██████████.

██████████.

End of Schedule One

**SCHEDULE TWO**

**1 Eligible expenditure**

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

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

Expenditure for the financial year 2021-2022 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2022-2023 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2023-2024 shall not exceed [REDACTED] exclusive of VAT.

Total Project expenditure shall not exceed **£721,118** exclusive of VAT.

If a break clause set out in Schedule 1 Section 11 is invoked, payment for work agreed to that point will be honoured.

(Note that 2 Letters of Intent have already been in place for this project (dated 1 November 2019 and 31 January 2020). All project milestones relating to these Letters of Intent have already been invoiced and paid and are not included in eligible expenditure.)

**Table 6: Payment milestones and invoice points**

<b>Invoice point</b>	<b>Invoice date</b>	<b>Project Milestones based on deliverables in Schedule 1</b>	<b>Total amount payable (excl VAT)</b>
Invoice point 1	[REDACTED]	1 Documentary analysis and data review 2 ToC workshop	[REDACTED]
Invoice point 2	[REDACTED]	3 Evaluation protocol finalised and presented	[REDACTED]
Invoice point 3	[REDACTED]	4 Wave one process instruments finalised. 5. Wave one observations completed. 6. Wave one interviews completed.	[REDACTED]
Invoice point 4	[REDACTED]	7 Setting recruitment 8. Pre-intervention assessments completed (setting and child) 9 Randomisation 10 Wave two observations completed	[REDACTED]
Invoice point 5	[REDACTED]	11. Wave two interviews completed.	[REDACTED]

Invoice point	Invoice date	Project Milestones based on deliverables in Schedule 1	Total amount payable (excl VAT)
Invoice point 6	██████████	12 Communications with settings, MI analysis	██████████
Invoice point 7	██████████	13 Post-intervention data collection 14 Quality settings audits completed (post-) 15. Final wave of interviews completed	██████████
Invoice point 8	██████████	16 Final reporting and presentation (includes discount of -£13,784)	██████████
<b>TOTAL PAYABLE: £721,118 (excluding VAT)</b>			

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

the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

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

End of Schedule Two

## **SCHEDULE THREE**

### **1. Contractor's Obligations**

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

### **2. Department's Obligations**

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

### **3. Changes to the Department's Requirements**

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

### **4. Management**

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

### **5. Contractor's Employees and Sub-Contractors**

- 5.1 Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "Sub-contractor") it shall ensure prompt payment in accordance with this clause 5.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be

made within a specified period from the receipt of a valid invoice not exceeding:

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

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

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

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

- 6.1 Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models ,designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Contractor

- 6.2 The Contractor hereby grants to the Department a non-exclusive license without payment of royalty or other sum by the Department in the Copyright to:
- 6.2.1 to 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 to exercise all rights of a similar nature as those described in Clause 6.2.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world
- 6.3 The Contractor now undertakes to the Department as follows:
- 6.3.1 not to assign in whole or in part the legal or beneficial title in any Copyright to any person, firm or company without the prior written consent of the Department the granting of which consent shall be at its absolute discretion.
  - 6.3.2 to procure that the Contractor is entitled both legally and beneficially to all Copyright.
  - 6.3.3 to record or procure the recording on each and every Copyright Work the name of the author or authors and the date on which it was created and retain safely in its possession throughout the duration of the Copyright all Original Copyright Works.
  - 6.3.4 in respect of the Original Copyright Works to:
  - 6.3.5 supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and
  - 6.3.6 allow inspection by an authorised representative of the Department on receiving reasonable written notice;
  - 6.3.7 to take all necessary steps and use its best endeavours to prevent the infringement of the Copyright by any person, firm or company which shall include an obligation on the part of the Contractor to commence and prosecute legal proceedings for any threatened or actual infringement where there is a reasonable chance of success and account to the Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.
  - 6.3.8 to waive or procure the waiver of any and all moral rights (as created by chapter IV of the Act) of authors of all Copyright Works be waived; and
  - 6.3.9 not to demand and to procure that where any further licences are granted by the Contractor otherwise than to the Department the Licensees thereof do not demand any payment in whatever form and from any person, firm or company directly or indirectly for the undertaking of any of the acts restricted by the Copyright (as defined in section 16 of the Act) in relation to any Copyright Work except in so far as any demand or payment received represents only the reasonable costs which might normally be incurred in respect of such

an act.

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

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

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

## **7. Data Protection Act**

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

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

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

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

- (a) process that Personal Data only in accordance with Schedule 4, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller

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

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of

the Contract unless the Processor is required by Law to retain the Personal Data.

- 
- 7.5 Subject to clause 7.6, the Processor shall notify the Controller immediately if it:
  - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 
- 7.6 The Processor's obligation to notify under clause 7.5 shall include the provision of further information to the Controller in phases, as details become available.
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- 7.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject. The Processor, in accordance with its professional rules and its contractual obligations to respondents, is under a duty to preserve the anonymity of the respondents when providing market, opinion and social research and data analytics services. Accordingly, the Processor shall only provide the Controller with aggregate data or otherwise anonymized survey data, unless the survey respondent gives explicit consent to share such personal data with them. The Controller hereby undertakes to respect this anonymity where due and undertakes not to attempt to link the data provided by Processor to the identity of the survey respondents. The Processor will only provide Personal Data to the Controller as permitted by and in

accordance with its professional rules and the applicable Data Protection Legislation. In any instance of such permitted disclosure, the Controller hereby agrees to maintain the confidentiality of such Personal Data.

- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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

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

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

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7.10 Each party shall designate a data protection officer if required by the Data Protection Legislation.

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

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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7.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

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7.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

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7.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

7.15 *Where the Parties include two or more Joint Controllers as identified in Schedule 4 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 4 in replacement of Clauses 7.1-7.14 for the Personal Data under Joint Control.*

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

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 8.14.

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 8.11 and 8.12 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 the loss of or the damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services, provided that in the case of damage to property the total liability of the Contractor under the provisions of this

clause 9.3 shall not exceed [REDACTED].

- 9.4 The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor provided that the total liability of the Contractor under the provisions of this clause 9.4 shall not exceed [REDACTED].
- 9.5 All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

## 10. Termination

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

- 10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
  - 10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
  - 10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
  - 10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
  - 10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
  - 10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

**11. Status of Contractor**

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

**12. Freedom of information**

- 12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 12.2 The Contractor shall and shall procure that its Sub-contractors shall:
  - 12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of

- receiving a Request for Information;
- 12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
- 12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 12.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
  - 12.5.1 in certain circumstances without consulting the Contractor; or
  - 12.5.2 following consultation with the Contractor and having taken their views into account;
  - 12.5.3 provided always that where 12.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

### **13. CONFIDENTIALITY**

- 13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
  - 13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
  - 13.3.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 13.2 Clause 13 shall not apply to the extent that:
  - 13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the

- Environmental Information Regulations pursuant to clause 12 (Freedom of Information);
- 13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 13.2.3 such information was obtained from a third party without obligation of confidentiality;
  - 13.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
  - 13.2.5 it is independently developed without access to the other party's Confidential Information.
- 13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
  - 13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
  - 13.6.3 for the purpose of the examination and certification of the Department's accounts; or
  - 13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 13.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.

- 13.8 Nothing in this clause 13 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
- 13.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.10 Subject to Clause 13.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 13.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 13.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

#### **14. Access and Information**

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

#### **15. Transfer of Responsibility on Expiry or Termination**

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

#### **16. Tax indemnity**

- 16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the

Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

- 16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5 The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
    - (i) fails to provide information in response to the request within a reasonable time, or
    - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
  - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
  - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9 The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant

authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

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

**17. Amendment and variation**

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

**18. Assignment and Sub-contracting**

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

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

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

**20. Waiver**

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

**21. Notices**

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

**22. Dispute resolution**

22.1 The Parties shall use all reasonable endeavours to negotiate in good faith and

settle amicably any dispute that arises during the continuance of this Contract.

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

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

### **23. Law and Jurisdiction**

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

### **24. Discrimination**

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

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

### **25. Safeguarding children who participate in research**

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

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

### **26. Project outputs**

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

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

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

End of Schedule Three

**SCHEDULE FOUR**

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

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

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 7.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to conduct research and evaluation in the public interest, for the purposes of evaluating the early years professional development programme (EYPDP).
Duration of the processing	[REDACTED]
Nature and purposes of the processing	<p>The lawful bases for data processing is ‘public task’, for undertaking research and evaluation activities in the public interest. The nature of data processing will include:</p> <ul style="list-style-type: none"> <li>• collecting, recording and analysing data on local authority leads and early years settings, Champions, and EYPs to support sampling of settings/participants for inclusion in the impact and process strands; and analysing the qualitative research findings</li> <li>• securely sharing personal data on LA leads, EY staff participants/settings between the programme provider (EDT/Eiklan), DfE, Ecorys, NFER and Inquisitive Minds Matters for recruitment and communication purposes; and sampling</li> <li>• writing a report of the evaluation findings, using aggregate anonymised data.</li> <li>• Data will be stored until [REDACTED], when it will be deleted.</li> </ul> <p>Data will be collected as follows:</p> <ul style="list-style-type: none"> <li>• Electronic interview video/audio files and written notes with DfE programme leads, programme delivery providers, LA staff and early years settings</li> <li>• Surveys of programme participants (Champions, EYPs) and control group settings</li> </ul>

	<ul style="list-style-type: none"> <li>• MI information about settings and participant engagement (e.g., number of training sessions attended), years of service, qualification level</li> <li>• Child assessment data using BASIII assessment tool. The BASIII assessment will be administered in settings by trained NFER test administrators. The assessments (completed on paper) will be returned by secure courier to NFER where the results will be captured and saved onto NFER's secure network.</li> <li>• Setting quality assessment data collected using ECERS-3. The observations will be undertaken by a trained auditor. The evidence will be completed on the ECERS-3 paper scoresheets, scanned and stored in a dedicated space within Inquisitive Minds Matters [REDACTED]. Data will then be verified and transferred to an excel spreadsheet before transferring for analysis.</li> </ul>
<p>Type of Personal Data being processed</p>	<p>Personal data will include:            For DfE, Programme providers and local authority lead staff:            Name, email address, telephone number, employer, job role</p> <p>For early years settings, Champions, EYPs:            Name, email address, job title, length of service, qualifications, role in programme (e.g. Tutor/Mentor/EYP, control group), employer, telephone number, number of staff, children on roll including levels of deprivation</p> <p>For children and parents:            Name; age/date of birth; FSM/EYPP/SEND status, parent's name, email address and phone number</p>
<p>Categories of Data Subject</p>	<p>Programme staff from DfE, EDT, Elklan; Early years setting staff (potentially including volunteers, and temporary workers); children who are registered with the early years settings, and their parents/carers</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>Data will be retained by the contractor for 6 months after report publication, expected to be [REDACTED] at the latest. At this point, the contractor will delete the data.</p>

End of Schedule Four

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

**Signature**

████████████████████

**Name in CAPITALS**

████████████████████

**Position and Address**

████████████████████

**Date**

Authorised to sign for and on  
behalf of the Contractor

**Signature**

████████████████████

**Name in CAPITALS**

████████████████████

**Position and Address**

████████████████████

**Date**