



Department
for Education

**CONTRACT FOR 'EVALUATION OF 2019 HOLIDAY ACTIVITIES AND FOOD
PROGRAMME'**

PROJECT REFERENCE NO: DFERPPU/2018068

This Contract is dated **August 2019**

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) Ecorys UK Limited whose registered office is Queen Elizabeth House, 5th Floor, St Dunstan's Hill, London, EC3R 8AD ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is **DFERPPU/2018068**.

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 **16:00 on 31 March 2020**.

Contents

Interpretations

Schedule One

Schedule Two

Schedule Three

Schedule Four

Signatories page 58

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], Department for Education, St. Paul's Place, 125 Norfolk Street, Sheffield S1 2FJ; [REDACTED]; [REDACTED]
"the Contractor's Project"	[REDACTED], Ecorys UK Limited, 32 Park Row, Leeds LS1 5JD; [REDACTED]; [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: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard ;
"CC" "Common Criteria"	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria;
"CCP" "Certified Professional"	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional ;
"CCSC" "Certified Cyber Security Consultancy"	is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy ;
"Commercially Sensitive Information"	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or

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

	<p>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/;</p>
"Data"	<p>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;</p>
"Data Loss Event"	<p>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;</p>
"Data Protection Impact Assessment"	<p>an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;</p>
"Data Protection Legislation"	<p>(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;</p>
"Data Protection Officer"	<p>take the meaning given in the GDPR;</p>
"Data Subject"	<p>take the meaning given in the GDPR;</p>
"Data Subject Access Request"	<p>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;</p>
"Department Confidential Information"	<p>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;</p>
"Department's Data"	<p>is any data or information owned or retained</p>
"Department's Information"	<p>in order to meet departmental business objectives and tasks, including:</p> <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to</p>

	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,
"Industry Good Practice"	prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Good Industry Standard"	means the implementation of products and
"Industry Good Standard"	solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications ;
"HMG"	means Her Majesty's Government;

"ICT"	means Information and Communications Technology (ICT) used as an extended synonym for Information Technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom);
"ISO/IEC 27001" "ISO 27001"	is the International Standard describing the Code of Practice for Information Security Controls;
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls;
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on the IT system;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties;
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG Is the UK government's National Technical Authority for Information Assurance. The NCSC website is http://www.ncsc.gov.uk ;
"OFFICIAL" "OFFICIAL SENSITIVE"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. 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;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unuseable. Secure sanitisation was previously covered by "Information Assurance Standard No.5 – Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media ; The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction ;
"Security and Information Risk Advisor"	the Security and Information Risk Advisor (SIRA)
"CCP SIRA"	is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:
"SIRA"	https://www.ncsc.gov.uk/articles/about-certified-professional-scheme ;
"SPF"	This is the definitive HMG Security Policy which
"HMG Security Policy Framework"	describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how

	<p>HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.</p> <p>https://www.gov.uk/government/publications/security-policy-framework;</p>
"Staff Vetting Procedures"	<p>the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;</p>
"Sub-Contractor"	<p>the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;</p>
"Sub-processor"	<p>any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;</p>
"Third Party Software"	<p>software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and</p>
"Work"	<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>
"Working Day"	<p>any day other than a Saturday, Sunday or public holiday in England and Wales.</p>
1.2	<p>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.</p>
1.3	<p>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.</p>

SCHEDULE ONE**1 BACKGROUND**

The Contractor shall provide an evaluation to investigate the process, outcomes, and impact of the Holiday Activity and Food (HAF) programme 2019, including whether HAF funding has increased the quantity, accessibility and quality of free holiday activity clubs available to disadvantaged children in the funded areas.

1.1 Policy context

The Department has established the HAF programme 2019 by issuing eleven lots of grant funding to establish local HAF coordinators in eleven local authority areas across England for the summer of 2019. These local coordinators will oversee and commission HAF provision for children eligible for free school meals (FSM).

School holidays can be particular pressure points for some families because of increased costs (such as food and childcare) and reduced incomes (such as loss of a FSM, reduced working hours etc). There is a growing body of evidence of a holiday experience gap - with children from disadvantaged families less likely to access organised out-of-school activities¹; more likely to experience 'unhealthy holidays' in terms of nutrition and physical health²; and more likely to experience social isolation³⁴.

Free holiday clubs are a response to this issue. Evidence suggests that they can have a positive impact on children and young people and that they work best when they provide consistent and easily accessible enrichment activities, for more than just breakfast or lunch, and when they involve children (and parents) in food preparation⁵.

There is huge variation in existing provision in terms of the frequency and duration of provision, and the food and activities on offer. Stakeholders in this area value this diversity in provision but told the Department that the sector could benefit from support to improve the quality of provision, especially in terms of:

- partnership working with other stakeholders in order to improve targeting and referrals, and to help providers link up with food providers;
- greater coordination across local areas to help raise awareness of what provision is available and to identify any gaps or 'cold spots'; and
- minimum standards or guidance.

¹ The Sutton Trust, 2014. Extra-curricular Inequality Research Brief; Cullinane and Montacute, 2017. Life Lessons: Improving essential life skills for young people, The Sutton Trust

² Kellogg's, 2015; Mann, S., Wade, M., Sandercock, G., and Beedie, C. (2017). *The impact of summer holidays and school deprivation index upon cardiorespiratory levels in primary school children*. Presented at European College of Sports Science, Essen, Germany

³ Gill and Sharma, 2004. *Food poverty in the school holidays*, Barnardos

⁴ Kellogg's Foundation, 2015. *Isolation and Hunger: the reality of the school holidays for struggling families* Gill and Sharma, 2004. *Food poverty in the school holidays*, Barnardos

⁵ Evans, J. 2018, *Holiday Activities and Food: Literature Review*, Internal report to DfE, unpublished. A summary report will be published in 2019

1.2 The Local Coordination of Free Holiday Provision Fund

The Department has invited organisations to bid for grant funding for the HAF programme 2019, in order to take on the role of testing the coordination of free holiday provision (including healthy food and enriching activities) for disadvantaged children during the 2019 summer holidays in up to 11 upper-tier local authorities. Up to £9m is available in 2019-20 in this grant fund.

The aims of the HAF programme are to develop a more efficient and joined-up approach to free holiday provision for disadvantaged children; and to ensure there is enough good quality free holiday provision to meet the demand from children eligible for FSM⁶ in the local authority during the 2019 summer holidays.

1.2.1 Role of local HAF coordinators

The objectives for the local HAF coordinators will be to:

- develop a local plan for provision in their area based on what they know about the supply and demand in their area;
- award funding to holiday club providers (through the provision of grants) in order to ensure there is enough provision to meet demand and in order to support providers to improve the quality of their offer and to meet a new set of minimum standards;
- support these providers to meet the new minimum standards and to improve the quality of their provision;
- promote and advertise provision, including working with local schools and other agencies to encourage the most disadvantaged to attend;
- work with local services and agencies to ensure a joined-up and efficient approach (e.g. signposting, sharing resources) and a process for handling referrals to and from other agencies and services; and
- develop sustainable approaches to meeting need (e.g. bringing in funding from other sources such as local businesses; sharing learning and good practice).

1.2.2 Content of HAF provision

One of the objectives of the local coordinators will be to improve the quality of provision in their area. In support of this the Department is setting some high-level minimum standards that provision will need to meet in order to receive funding from the local coordinator. These are:

- **Food:** clubs must provide at least one meal a day (breakfast, lunch or tea) and **all** food provided at the club (including snacks) must meet the School food standards⁷.
- **Nutritional education:** clubs must include an element of nutritional education each day aimed at improving children's knowledge and awareness of healthy eating. These

⁶ More information on free school meal eligibility is available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/700139/Free_school_meals_guidance_Apr18.pdf

⁷ Department for Education, 2019. *Standards for school food in England*. Available at: <https://www.gov.uk/government/publications/standards-for-school-food-in-england>

do not need to be formal learning activities and could for example include activities such as getting children involved in food preparation and cooking; growing fruit and vegetables, and taste tests.

- **Enriching activities:** clubs must provide fun and enriching activities that provide children with opportunities to develop new skills or knowledge, to consolidate existing skills and knowledge, or to try out new experiences. This could include physical activities such as football, table tennis, cricket etc; creative activities such as putting on a play, junk modelling, drumming workshops; or experiences such as a nature walk, visiting a city farm etc.
- **Physical activities:** clubs must provide activities which meet the Physical Activity guidelines on a daily basis⁸.
- **Policies and procedures**⁹: clubs must be able to demonstrate and explain their safeguarding arrangements and have relevant and appropriate policies and procedures in place in relation to:
 - Safeguarding
 - Health and safety
 - Insurance
 - Accessibility and inclusiveness

Where appropriate, clubs must also be compliant with Ofsted requirements when working with children.

1.3 Coverage of HAF provision

1.3.1 Regional spread

The Department has funded coordinators in 11 local authority areas, with at least one within each of the 9 regions of England, as part of the HAF programme.

1.3.2 Reach

One of the aims of the local coordinators will be to ensure that all school-age children eligible for FSM in an area are able to access free holiday provision. A major part of the grant recipient's role will be to award grants to holiday club providers to ensure that all FSM-eligible children in the area can access provision should they want to. However, the Department acknowledges that not all FSM-eligible children will take up the offer.

Models of provision may vary, for example some clubs will be open to children from all backgrounds, some will cater for specific groups; some will be free for children from all backgrounds, and some charge non-disadvantaged children to attend.

The Department is using FSM eligibility as a proxy for socio-economic deprivation¹⁰.

⁸ The current guidelines state that children should engage in moderate to vigorous intensity physical activity for at least 60 minutes a day. More information on physical activity guidelines for children and young people is available at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/213739/dh_128144.pdf

⁹ Where required, clubs must register with Ofsted, and we would expect coordinators to advise and support clubs with this.

¹⁰ Data on FSM eligibility by area are available here: <https://www.gov.uk/government/statistics/schools-pupils-and-their-characteristics-january-2018>

The Department recognises that provision for children in rural areas can be a particular issue and also that providers can struggle to cater for children with additional needs, such as those with special educational needs and disability (SEND). The Department wants the local coordinators to ensure that provision is inclusive and accessible to all FSM-eligible children in the LA.

1.3.3 Frequency and duration of attendance

The Department also wants to maximise the benefits to children by enabling them to access a good “dose” of provision in terms of frequency and duration, ideally as a minimum the provision would enable them to access 4 hours of provision a day, for 4 days a week and for 4 weeks of the holiday. Local coordinators will need to ensure this level of provision is available and to implement strategies to encourage regular attendance.

1.4 Policy objectives

As a result of the HAF programme, the Department wants children (and where appropriate, their parents) who attend this provision:

- to eat more healthily over the summer holidays;
- to be more active over the summer holidays;
- to take part in engaging and enriching activities which support the development of resilience, character and wellbeing and other skills;
- to be safe and not to be socially isolated;
- to have greater knowledge of health and nutrition; and
- to be more engaged with school and other local services and to have greater knowledge and awareness of local free holiday provision.

2 AIM

The Contractor shall use all reasonable endeavours to achieve the overall aim of this contract to provide an evaluation of the HAF programme 2019 covering process, outcomes, and impact of the programme on the supply of free holiday activities for disadvantaged children, and any unintended consequences.

The impact evaluation undertaken by the Contractor will focus on assessing the impact of the HAF programme on the supply of provision available in the funded areas (places and quality standards), compared to non-funded areas. In particular:

1. How many additional free holiday club places for FSM-eligible children have been created in the 11 HAF areas as a result of the funding? How much of this is a) reserved for FSM-eligible children and b) accessible to FSM-eligible children (e.g. located in high IDACI neighbourhoods)?
2. How much of the holiday club provision that is free (for FSM-eligible children) in HAF areas now meets the minimum standards for food provision, quality of food, nutritional education, enriching activities, physical activities and policies/procedures as a result of funding?
3. Which of these changes would not have occurred in the absence of the HAF programme?

3 OBJECTIVES

The Contractor shall use all reasonable endeavours to develop evaluation research questions as part of the project setup, working closely with the Department's project manager to develop a full evaluation framework for the project, which should meet the following research objectives for the process and impact evaluations.

3.1 Process evaluation

The Contractor shall use all reasonable endeavours to achieve the following objectives with regards to the process evaluation:

- What are the characteristics of the local programmes being delivered in terms of their content and duration?
- Are programmes being implemented as intended and in accordance with the department's specified criteria?
- What are the characteristics of children attending the free provision? For example, what proportion of FSM children/families from each area are attending? How does the profile of attendees compare with that of FSM children/families in the area in terms of other characteristics (for example age, gender, ethnic group and SEND)?
- How long do children attend (for how many days, and for how many hours per day)?
- What are the reasons and motivations for their attendance?
- What is the level of demand for HAF provision within the 11 funded areas? Are clubs significantly over- or under-subscribed, and how does this relate to promotional activity and local context?
- What factors affect take-up by eligible families?
- What are the perceived barriers and enablers to effective provision at a) local coordinator level and b) programme level?
- What plans have local coordinators and programmes put in place for sustainability?
- What are the key lessons learnt by local coordinators and programme leaders, and what examples are there of promising practice?
- To what extent are local coordinators and the programmes they commissioned achieving their intended outcomes? Can any unintended outcomes be identified?
- What are the views of providers, participants and parents/carers about the provision and its impact on healthy eating, nutritional awareness, physical activity, access to enriching activities (e.g. that develop character and resilience), wellbeing, and (for any programmes with this as a stated aim) fine motor skills?

3.1 Impact evaluation

The Contractor shall use all reasonable endeavours to achieve the following objectives with regards to the impact evaluation:

- Has the programme increased the number of free holiday club places for FSM-eligible children in funded areas compared with non-funded areas?
- Has the programme increased the quality of free holiday club provision available to FSM-eligible children in funded areas compared with non-funded areas, as measured by meeting the minimum standards of provision?
- Has the programme increased the efficiency of coordinating free holiday club provision for disadvantaged children in funded areas compared with non-funded areas?
- How does HAF provision in the programme areas compare with provision in similar but unfunded areas?

4 TASKS

The Contractor shall complete the high-level milestones outlined below and deliver the following outputs.

Milestones	Outputs	Date required
1. a) Contractor to complete scoping work and develop evaluation toolkit and guidance to support HAF coordinators in their engagement with the evaluation. These will feed into later MI guidance development and other guidance documents	HAF Provision mapping; evaluation toolkit; MI guidance for HAF coordinators; materials for HAF inception event; updated project documents, work plan, communications protocol and risk register	27/08/2019
1. b) i. Process evaluation: Contractor to complete initial HAF coordinator interviews, begin parents' and children surveys, outline sampling for case study visits, and design and pilot topic guides for case study visits	Outline of sampling strategy for case study visits; topic guides for case study visits; templates for providers', parents' and children's surveys	27/08/2019
1. b) ii. Impact evaluation: Contractor to complete initial data collection from HAF and comparator areas including initial interviews with both HAF and non-funded area coordinators and additional parent and child interviews	Topic guides for interviews with HAF and non-funded coordinators; topic guides for additional parent and child interviews	27/08/2019
1. c) i. Process evaluation: Contractor to begin case study visits	Schedule for case study visits	27/08/2019
1. c) ii. Impact evaluation: Contractor to complete matching of HAF areas to non-funded comparator areas	Rational for matching of HAF and non-funded areas	27/08/2019
2. a) i. Process evaluation: Contractor to complete case study visits, children and parents' surveys, and have reviewed MI at the end of weeks 1 and 3, feeding back to coordinators on how to improve quality if required	Report on MI data quality and outline of steps taken to improve quality	27/09/2019
2. a) ii. Impact evaluation: Contractor to complete follow-up interviews with both HAF and non-funded area coordinators and additional parent and children interviews	Topic guides for follow-up interviews with HAF and non-funded coordinators; topic guides for additional parent and children interviews	27/09/2019
2. b) i. Process evaluation: Contractor to complete follow-up interviews with HAF coordinators, collation of MI and linking to the National Pupil Database (NPD), and additional data collection	Topic guide for follow-up interviews with HAF coordinators; report on MI, compatibility of linkage to NPD; outline of additional data collection	27/09/2019
2. b) ii. Impact evaluation: Contractor to complete data collections on HAF funded and comparator areas	Outline of data collection undertaken in HAF funded and comparator areas	27/09/2019
3. Contractor to provide interim report to the Department	Interim report	08/11/2019

4. Contractor to provide final report to the Department	Final report	31/01/2020
---	--------------	------------

5 METHODS

5.1 Background, scoping and developing support

The Contractor will build an understanding of the evaluation with key stakeholders (e.g. HAF coordinators and providers, the Department). This will enable the Contractor to maximise both the quality and quantity of the data. Following the inception meeting, the Contractor will revise project documentation and prepare two key outputs:

- A map of provision (HAF and non-HAF funded clubs) for 2018 and 2019 in all eleven HAF areas
- A coordinator/ provider toolkit to support stakeholders throughout the evaluation process.

5.1.1 Project inception, HAF inception event and feasibility study

Following the inception meeting, the Contractor will produce a summary of actions, updated work plan, communications protocol, updated Theory of Change (ToC) and risk register.

The Contractor will undertake a series of familiarisation activities. These will include examining successful applications to identify key components and shared/divergent approaches to inform the identification of typologies (e.g. whether funding is used to support an existing offer or improve quality; whether for-profit or not). The Contractor will review any additional data and conduct a small number of telephone interviews with policy leads/other key stakeholders to provide supplementary detail as required (n=4-6).

The Contractor will host a workshop on evaluation and management information for all HAF co-ordinators.

The Contractor will use information gathered in the workshop to undertake a comprehensive mapping of provision in each HAF area, based initially on the information already collected by local co-ordinators as part of their local plan which maps supply and demand in their area. The Contractor will compare the information between co-ordinators to identify potential gaps, particularly of non-HAF provision and additional information about HAF provision that may be useful for evaluation purposes (e.g. type of provision, scale, contact details).

Depending on the nature and extent of any gaps, the Contractor will contact local co-ordinators by e-mail/telephone (or develop a short proforma) to ask for any additional information. As a check, the Contractor will then undertake any additional desk research to identify additional provision (e.g. Internet searchers, using Family Information Service databases as required), contacting potential deliverers where relevant to access contact details. The Contractor will establish the extent to which it is possible to map 2018 provision given the importance of identifying any providers that might have only provided activities in that year.

The Contractor will use the mapping to undertake an initial feasibility study to understand likely availability of data in each area, primarily the availability of attendance data by provider and participant FSM status, with a focus on 2018 data. The Contractor will achieve this by designing a simple and short pop-up survey for all projects in HAF areas (HAF and non-HAF providers) asking for information on data availability. The survey will also ask providers to add in details on any non-HAF provision in the area to ensure the mapping exercise is as complete as possible.

5.1.2 Toolkit development and support

The Contractor will adopt a proactive and comprehensive approach to supporting providers throughout the evaluation employing on-going support with clear communication channels and specific touchpoints at key stages. Each provider will have a named Ecorys-researcher who will be responsible for ongoing contact.

The Contractor will develop a toolkit to provide guidance on the evaluation. The toolkit's content will be scoped following the initial workshop and a draft developed for feedback if necessary. The toolkit will be a live-document, with updates included on an on-line version for download and printing as required. The Contractor will develop separate toolkits for co-ordinators and for providers, with overall content including the following:

- Background to the study
- Guidance on collecting and storing MI information
- Children's surveys (primary and secondary) and guidance on administration
- Parent survey and guidance on administration
- Participatory Action Research templates for young people, with accompanying guidance
- Optional tools for local use, e.g. learning logs
- GDPR and ethical requirements, including the privacy notice, consent forms etc.

5.2 Process evaluation

5.2.1 Management Information

Accessing accurate and timely MI is a vital element of the Contractor's approach to enable detailed analysis, understanding and assessment of several key issues. These include:

- Characteristics of children attending the free provision and their attendance patterns
- Whether attendance targets are met (exploring over/under-attendance)
- Linking to NPD data to provide further information on attendee characteristics and allowing more complex impact evaluation.

The Contractor will work with the Department to ensure that existing arrangements for MI will also complement the evaluation requirements.

The Contractor will develop an on-line system to allow for easy completion of MI.

The Contractor will request information on the participant name, date of birth, school attended in May 2019 and home postcode from the HAF Coordinators. Where possible, information on attendance (day/ time of each session) should be collected.

The Contractor will build data validation into the MI system, for example inputting "soft checks" where staff enter a particularly long or short length of activity, "hard checks" to ensure that date of birth and home postcode are recorded in standard format. These checks should facilitate the MI collected to be linked to the NPD.

5.2.3 Pre- and post- coordinator interviews

The Contractor will interview all HAF co-ordinators prior to delivery commencement and at the end of the programme. Pre- interviews will focus on set-up, implementation, and expectations; while post- interviews will seek reflective views, perceptions of impact and explore

unanticipated issues. Overall, interviews (c. 60 minutes in duration) are currently planned to explore:

- Co-ordinator role and responsibilities
- Holiday provision and demand (HAF and non-HAF)
- How provision was co-ordinated across area (e.g. set-up, on-going assessment, support)
- Overall context/delivery (inc. unexpected events that impacted delivery)
- Strengths/weaknesses of HFA
- Perceived achievement of quality standards
- Barriers/enablers to effective provision
- Achieved outcomes on young people, project, area
- Lessons learned
- Potential changes/developments in future
- Sustainability.

Interviews will provide rich quality information on context for each area, what has worked and importantly, the facilitating factors for success. The Contractor will explore challenges and barriers to seek lessons learned and, at the post stage, explore how provision can be further developed and sustained. Identifying these features of provision will enable us to produce meaningful and accessible tips and techniques for DfE and providers to use for future holiday provision development.

The Contractor will also use the interviews to understand the nature of the co-ordination role and how this differed in terms of practical implementation across HFA areas, with a view to comparing to similar roles in non-HFA areas.

5.2.4. Provider surveys

To understand local provision, in HAF and non-HAF areas, the Contractor will undertake light data collection, via two brief online proformas, with providers. The initial proforma will take the form of a short (c. 5 minutes), easily accessible online pop-up survey. It is currently planned that these will cover:

- Basic management information for the 2018 period which can be used to tie into similar information provided through the MI for 2019 (e.g. total and FSM throughput numbers). Providers will also be able to detail similar figures for 2017 if available in order to potentially strengthen any time-series analysis.
- Any short explanatory information on the MI provided, e.g. how any estimates for FSM have been derived
- Short questions to outline delivery plans and inform typologies
- Proposed start and finish dates.

The second proforma will be provided at the end of provision to allow a fully-informed reflection on provision. It is currently planned that this will cover a range of key questions to understand in detail the views of providers, including:

- Background data to clarify initial MI (e.g. whether they have subsequently become aware of additional provision)
- Overall perception of extent to which throughput targets were met (e.g. FSM participation) and detailed rationale/identification of critical success factors
- Perceived changes across range of primary outcomes (e.g. physical activity, enriching activities)
- Potential secondary/additional outcomes identified

- Barriers/enablers to effective provision
- Links/integration with other services
- Satisfaction with involvement in HAF
- Key lessons learned.

For ease of completion, the Contractor will send providers a link to the proforma, following up with reminder e-mails to encourage participation. The Contractor will also seek support from local co-ordinators to promote the proforma.

The same requests for pre and post documents will be sent to all non-HAF providers in the HAF areas. In order to maximise response rates, the Contractor will adopt an amended process, providing them with one post survey asking primarily for both 2018 and 2019 throughout information to match the information already provided by HAF providers. This will also include the same post-survey to access reflective views on provision. Presuming there are 15 relevant non-HAF providers per HAF area (n=9) and 35 per non-HAF area (n=18) this provides around 115-153 responses. In addition to the survey engagement activity outlined below, the Contractor will provide non-HAF providers with a bespoke summary output of their data as an incentive to participate.

To maximise all survey response rates, the Contractor will adopt several engagement and reminder strategies including:

- Seeking DfE endorsement and awareness raising for the evaluation among co-ordinators and providers
- Producing accessible and professionally designed (in-house) non-technical recruitment materials for co-ordinators/providers
- Developing short, accessible and engaging on-line surveys (covering a range of platforms, operating systems and mobile-enabled) and via paper (participant booklet)
- Engaging with and seeking support from co-ordinators to encourage wider participation from participants, providers, parents
- Targeted reminders.

5.2.5 Children's surveys

The Contractor will carry out a survey of children attending the HAF provision, with separate versions for primary and secondary school aged children. Both surveys will be piloted and tested prior to launch. The Contractor will develop a survey with a completion time of 8-10 minutes for secondary school aged children (aged 12 and over) and a shorter survey with a completion time of 4-6 minutes for primary school aged children (aged 8 to 11). The survey will be delivered primarily online with support provided for HAF Provisions where this is not possible to deliver a paper-based survey.

It is currently planned that the children's survey will collect information on:

- Types of activity participated in (including family activities, food, healthy eating activities, physical activity)
- Rating of activities and rationale
- Satisfaction (and rationale) with provision
- Relationship with staff
- Perceived facilitators/barriers
- Potential changes to provision.

The Contractor will undertake the following steps to maximise response rates:

- Involve co-ordinators/providers in decisions around suitable data collection approaches
- Provide dedicated guidance, tips and advice on implementing the surveys (in the

toolkit) supported by webinars/support throughout the holidays.

The Contractor will aim to achieve 100 responses per HAF area and sampling will be informed by discussion with the HAF Coordinators at the outset of the evaluation.

5.2.6 Parents/ carers surveys

The Contractor will administer an online survey of parents/carers of HAF participants. The survey will capture parents' views on the programme and the actual or perceived impact to their children and themselves. The survey will take approximately 4-5 minutes to complete and will be conducted once. The survey will collect demographic information, how participants heard about the provision, rationale for child attending, accessibility of provision (e.g. barriers and enablers), and allow for parents/ carers to raise any additional feedback through a free-text response. To maximise responses the Contractor will:

- Discuss with HAF Coordinators the best approach to engage parents
- Work with HAF Providers to consent for their children to participate in the survey
- Work with HAF providers to ensure they emphasise the importance of parental participation and remind them to do so
- Provide user-friendly GDPR information sheets for parents
- Issue or encourage HAF Providers to send email reminders one and two weeks after sending out the initial request.

The Contractor will seek to achieve 300 responses with a target of 30 from each HAF area.

5.2.7 Case study visits

The Contractor will undertake qualitative case study research across the eleven HAF areas projects. The Contractor will sample case studies based on the nature of provision and typologies. The Contractor will seek to draw a sample to cover delivery models with differences in the following characteristics:

- organisation type: whether run by for profit or not
- age groups: e.g. primary, secondary or mixed
- socio-demographic criteria: levels of deprivation (from Index of Multiple Deprivation)
- duration: all or part of the holiday period
- promising practice or outstanding results, based on initial co-ordinator/provider data collection.

Case studies will comprise one-to-one and group interviews, observations and documentary analysis within a structured analytical framework. Case studies will take place towards the end of provision.

The Contractor will ensure effective sampling of all key stakeholder groups, as follows:

- Interviews with project staff (managers/leaders, paid staff/volunteers): The Contractor will conduct focus groups and depth interviews to discuss experiences and seek reflections within a secure and confidential space. The Contractor will interview any key partners/stakeholders at a project level as relevant.
- Interviews with young people: The Contractor will adopt a flexible approach to interviewing participants offering focus groups and individual interviews. The Contractor will adopt strategies to engage children and young people, e.g. ice-breaker activities, 'walking interviews', drawing. The Contractor will seek to adopt a structured and systematic sampling approach (e.g. covering age, socio-demographic characteristics, gender).
- Interviews with parents/carers: The Contractor will conduct short in-depth interviews with parents and carers as part of the case study visit itself or, if required, over the

phone with a small sample of parents/carers. If appropriate, paired interviews or mini-focus groups will be conducted to facilitate wider discussion and cross-fertilisation of thoughts and ideas.

- Ethnographic sessions and observations: The Contractor's researchers will "embed" themselves within an activity and engage with participants. Ethnographic evidence will also be accessed, where appropriate, via additional participatory tools, e.g. feedback forms, cameras for young people to capture their experiences for later discussion (if possible following GDPR discussions with projects), analysis and use in outputs.
- Quality standards: prior to each visit, the Contractor will review documentation (policies/procedures) and, during visits, observe quality standards. The Contractor will develop a list of quality standards assessments/observations to be undertaken during each case study visit at an overall level and/ or based on guidance implemented by individual areas. These will provide a clear, objective checklist to assess quality standards.

The Contractor will allocate a minimum of one day per HAF area for the case study visit. Supplementary interviews will be completed by telephone. All interviews/group discussions will be digitally recorded to elicit verbatim quotes for use in reporting outputs. The Contractor's researchers will agree visit timings with HAF coordinators and provision leaders.

The Contractor's Project Manager will lead on the design of the research tools, in close liaison with the Contractor's Project Director and Professor Summerbell. All topic guides and materials will be approved by the Department prior to usage. The Contractor's Project Manager will also undertake the first set of interviews as a piloting exercise, making any necessary adjustments prior to commencing the mainstage fieldwork.

The Contractor will undertake participant sampling to ensure good coverage of children and parents/carers, in relation to demographics and whether there is high/low attendance provision attendance. This will be based on initial discussion and provision of MI for sampling purposes, with discussion materials being tailored to each group as appropriate to understand the rationale for their level of participation. To maximise the opportunity to speak to parents/carers, the Contractor will provide all those participating with a £10 Love2Shop voucher to reimburse time spent.

5.2.8 Interviews with parents/ children/ providers and/or coordinators who did not attend or receive HAF funding

The Contractor and the Department will

- agree an approach to capture additional perspectives from parents and children who did not attend HAF funded provision,

OR

- from providers and coordinators who did not receive HAF funding.

5.2.8.1 Interviews with children and parents who did not attend HAF provision

If the Contractor approaches parents and children, they will aim to conduct 12, 15-20 minute interviews covering:

- awareness of local HAF and non-HAF provision and initial perceptions
- reason for non-participation
- enablers/barriers to participation
- activities undertaken by child(ren) during holidays (exploring benefits/challenges)
- perception of other parents/children about local provision.

To recruit participants, the Contractor will engage with HAF coordinators, providers and parents of children attending HAF provision to identify and recruit other parents whose children have not attended the HAF provision.

The Contractor will provide a short flyer to parents who they interview to pass on to relevant contacts explaining the study, with contact details for Ecorys researchers. The Contractor will contact interested parties to explain more about the research and ask a small number of questions for sampling purposes (primarily number and age of children) and to screen out any who may not be relevant.

Where necessary, the Contractor will develop a basic sampling frame and approach sampled parents to check whether they and their children are willing to participate, provide an information sheet and seek informed consent before participation. This cohort of parents will be asked to take part in a 15-20 minute phone discussion, with a shorter discussion with their child.

5.2.8.2 Interviews with providers and coordinators who did not receive HAF funding

If the Contractor approaches non-HAF funded coordinators and providers, they will aim to conduct 15, 45-minute interviews covering:

- The uptake of places at provisions over the summer and what may be influencing how people engage with the offer during this time
- The impact of not having centrally funded coordination on coordination and accessibility of provision across areas and the sustainability of these provisions over time
- Additional information on how non-funded HAF areas promote and market their offer, and identify and implement quality standards.

To recruit participants, the Contractor will engage coordinators and providers they have identified through recruitment of comparator areas and desk-based online research. The Contractor will contact these participants, explain more about the research and ask a small number of questions for sampling purposes (e.g. type of provision, funding, size) to select a range of participants who cover a range of provision across England.

Where necessary, the Contractor will develop a basic sampling frame, provide information sheets and seek informed consent before participation.

5.2.9 Participatory research and added-value tools

As part of the case study visit and for ad-hoc completion as required by providers, The Contractor will develop a set of age-appropriate participatory tools for completion by young people. These will be provided on a general basis for all providers and embedded in the case study approach.

5.2.10 Process evaluation analysis

The Contractor will use the MI obtained from the HAF Coordinators to link to the NPD and use qualitative and quantitative analysis to complete the process evaluation.

The Contractor will link MI to the NPD as follows:

- HAF providers collect MI data, including contact details and individual identifiers of young people (forename, surname, DOB, postcode)
- The Contractor and the Project Manager request NPD data for relevant areas and fuzzy match using key information to provider MI

- The Department facilitate access to relevant NPD data using the ONS approved researcher scheme
- The Contractor remove names/other personal data from the dataset that is not required for analysis
- The Contractor analyses the data.

Once linked data is available, The Contractor will undertake the following processes to ensure a consistent and thorough approach to quantitative analysis:

- Initial extensive checking of the data file using visual and logic checks and by run sample frequencies and assess participant profile survey respondents to the MI across key criteria, e.g. age, gender, SEND, and undertake any weighting (as required)
- Explore differences such as age/gender of child, number of sessions attended etc.
- Initial analysis focusing on descriptive analysis of the surveys (including coded open-ended responses) and MI data, building to more complex statistical models as required.
- A consideration of the findings at each stage will refine subsequent analyses, to better answer the research questions and explore unexpected findings
- Transparent presentation of all analysis, with appropriate tests for statistical significance (using ANOVA and Chi Square analysis and testing at the 95% confidence level).

The Contractor will provide the Department with an analysis plan for approval prior to commencement.

The Contractor will develop of a framework of themes and codes, mapped to the key research questions to inform the qualitative data collection and analysis at the beginning of the project. The Contractor will audio record and transcribe all interviews. Following fieldwork, the Contractor will review and revise the framework using a computer-assisted qualitative data software package. The Contractor's researchers will summarise and synthesise the interview data under the agreed headings and sub headings. These outputs will be checked by the Contractor's Project Manager, as part of their quality assurance role.

The Contractor will undertake a thematic analysis after all fieldwork data has been coded. This will involve comparing and contrasting the views and experiences held by different respondents (co-ordinators, providers, staff, children and young people, parents/carers), and searching for similarities, differences and any other patterns emerging in the interview data. The analysis will seek to identify trends both within the individual case studies, and across the full set of interview data. Grouping the organisations by typology will allow for a detailed exploration of the relative advantages and drawbacks of the different models. This analysis will be grounded in the source data, thereby linking back to the original transcripts to check for factual accuracy and/or context, and to source verbatim quotes for the reports.

The emerging findings will be organised under the evaluation questions and structured into a provisional report outline. The report outline will be agreed with the Department. The Contractor will undertake a synthesis of the qualitative and quantitative data, to arrive at final sets of judgements on effectiveness, outcomes and sustainability.

The Contractor will triangulate results across different stakeholders and data collection approaches using a "convergence coding matrix". This will show the various stakeholder groups, the findings across each and hence allow analysis of the extent to which there is agreement or disagreement across each finding. This will enable the Contractor's analysis and reporting to provide clarity and weight behind findings.

5.3 Impact evaluation

The Contractor's impact evaluation will assess:

- number of available free holiday activity places (all children).
- number of available free holiday activity places (FSM-eligible children).
- number of available free holiday activity places meeting the minimum standards (all children).
- number of available free holiday activity places meeting the minimum standards (children eligible for FSM).
- efficiency of local coordination.

5.3.1 Matching to non-HAF funded areas

To identify non-HAF funded areas that represent plausible counterfactual states, the Contractor will undertake a deliberate staged process to ensure appropriate matches are made, taking into account the depth of information required to make a suitable match and the breadth of possible areas. The Contractor will undertake matching as follows:

- Review all HAF bids (meeting the criteria). This will provide an opportunity to identify non-HAF funded areas (i.e. unsuccessful bids) with evidence of current/historical data collection on activity that are comparable to HAF funded areas (i.e. successful bids). This is crucial for understanding availability of quantitative and qualitative data at a local level and any data gaps, where primary data collection will be required. Where information is missing from potentially relevant bids, the Contractor will conduct systematic web searches (e.g. local family information services) to understand the activity landscape and undertake initial telephone discussions with the named applicant to ensure that we have mapped provision as accurately as possible for each area.
- Based on the above and secondary sources (e.g. the Local Authority Interactive Tool), the Contractor will create an area-level dataset.¹¹ The dataset will include measures of historical holiday activity (including how these were/are collected) and local area characteristics (e.g. children and young people population, proportion FSM/IDACI, urban/rural). The Contractor will include a flag for areas subject to known interventions (e.g. the Essential Life Skills extracurricular activity programme and wider Opportunity Area activity) so that controlling for this can be considered in the analysis.
- Shortlist potential comparator areas using appropriate matching techniques. The Contractor will match funded-areas to multiple areas (sample size permitting) using the area-level dataset. This initial matching will disregard poorly matched areas that do not warrant further investigation as comparator areas. A range of matching techniques will be explored, including propensity score matching (PSM), although the small number of areas receiving HAF funding, may require more specialist matching algorithms (e.g. optimal matching and coarsened exact matching). The Contractor will aim to match three comparator areas for each HAF area.
- Consultations with initial set of matched comparator areas to discuss the data used in their HAF bid, and whether/how this data will be collected for 2019/20 (i.e. post-HAF). This will involve initial discussions with the identified lead/co-ordinator, with possible signposting to other key contacts as required. The Contractor will further assess whether existing data is comparable/accessible for the purposes of the evaluation and the extent to which primary data collection will be required.
- Select final set of comparator areas. By considering local characteristics (including pre-HAF outcomes) and data quality/access requirements, the Contractor can identify

¹¹ The dataset construction (and subsequent matching) could be conducted without historical Holiday club data, if we are unable to access this.

suitable comparator areas whilst minimising the risks (e.g. data not accessible/collected, area unwilling to participate) to a successful impact evaluation.

- Using previous discussions as a guide, the Contractor will develop an engagement strategy for areas, working with the identified lead across comparator areas to ensure final outputs can be developed for the comparator area that will encourage data completion by providing meaningful outputs.

5.3.2 Quantitative and qualitative data collection

The Contractor will undertake primary data collection to build a comprehensive picture of the nature and scale of historical and 2019/20 holiday club provision in areas, and external factors that may influence supply/uptake/efficiency. To meet this requirement, the Contractor will collect quantitative via:

- A proforma and guidance for matched non-HAF area holiday clubs (providers) to complete. The proforma will be based on the same information collected for HAF providers for 2019. It will ask for key, predominantly quantifiable, data such as number of places/uptake (including disadvantaged status), quality standards, levels of local coordination. For HAF-funded areas, the Contractor will also ask to what extent each provider is receiving (directly or indirectly) HAF funding/support if at all. To make an assessment of whether HAF funding has impacted on outcomes, this data will be required for both 2018 and 2019. As with HAF area providers, if available, the Contractor would seek data for multiple pre-HAF periods to strengthen the analysis. Where data is provided in HAF project bids (or known to local coordinators), the Contractor will pre-complete these fields in the proforma and ask for providers to validate these to minimise the research burden.
- Where required, the Contractor will conduct phone consultations with providers to address any data gaps in the completed proformas.

To mitigate against this of poor data availability, the Contractor will seek to develop reliable estimates of disadvantage-reach using geographical data where possible. If providers are able to provide postcodes for holiday club participants in the relevant periods, the Contractor will match this to the Income Deprivation Affecting Children Index (IDCAI) data. To avoid inadvertently collecting potentially identifiable data, no other data relating to individual participants would be collected.

The Contractor will undertake detailed, comprehensive interviews with co-ordinators (or equivalents) in non-HAF areas at the end of the holiday period to provide a comparative view to that accessed from their counterparts in HAF areas. These interviews will explore:

- Context/delivery
- Strengths/weaknesses of their provision
- Achieved outcomes (for young people, project, area)
- Role as co-ordinator (e.g. whether expectations were met, unexpected events impacted on delivery, any additional requirements)
- How provision was co-ordinated across area (e.g. set-up, on-going assessment, support)
- Barriers/enablers to effective provision
- Lessons learned
- Potential changes/future developments
- Sustainability.

The Contractor will focus on understanding the nature of the co-ordination role to understand the efficiency of this role in HAF areas compared to non-HAF areas. This will provide further

contextual evidence for the theory-based evaluation. Interviews will be approximately 30-45 minutes. The Contractor will aim to interview at least one co-ordinator (or equivalent) in a matched comparison area for each HAF area (n=11).

The Contractor will add quantitative and qualitative data will be added to a master evaluation dataset. The master evaluation dataset will be the data source for impact evaluation analysis.

5.3.3 Impact evaluation analysis

The Contractor's and the Department's preferred approach to analysis is a difference in difference approach across both HAF and non-HAF providers. If data from HAF and non-HAF providers for current and previous years are not available to the required quality, The Contractor may adopt a longitudinal, typology difference-in-difference or theory-based approach with agreement of the Department.

5.3.4 Additional analysis

The recording of MI for each participant will enable the Contractor to determine the possibility of undertaking more detailed analysis, for example using regression models (including multilevel modelling dependent on sample size) to assess the interrelationship of attendance, demographic variables and NPD measures. By including control variables (e.g. gender, age, ethnicity) in any regression, the Contractor will isolate the effect of any individual variable. If sample sizes are appropriate, the Contractor will run sub-analysis on disadvantaged children and rurality and create heat maps to visualise the uptake of HAF places by disadvantaged students for each HAF area.

6. STAFFING

The following staff will work on the project for the contractor:

Name	Role in project
[REDACTED]	Project Director <ul style="list-style-type: none"> • Overall lead for research design • Responsible for availability of team members • Leading conceptual framework, methodology and sampling • Quality assurance of all research tools, templates and outputs • Attending inception and other meetings • Inputs to interim and final reports
[REDACTED]	Expert Associate <ul style="list-style-type: none"> • Contribution to design of primary research tools • Development of validated tools and measures • Development of toolkit for organisations • Advisory inputs to the data analysis • Input to interim and final reports
[REDACTED]	Project Manager <ul style="list-style-type: none"> • Single point of contact with the Department

	<ul style="list-style-type: none"> • Development of primary research tools and templates • Briefing and ongoing communication with team members • Attending inception and ongoing meetings • Oversight of analysis coding frameworks • Lead on synthesis of evaluation data sources • Lead on interim and final reports
██████████	<p>Day-to-day lead of Process Evaluation</p> <ul style="list-style-type: none"> • Assist development of primary research tools and templates • Briefing and ongoing communication with team members • Attending ongoing meetings • Oversight of analysis coding frameworks • Undertake synthesis of evaluation data sources • Input into interim and final reports
██████████	<p>Day-to-day lead of Direct Impact Evaluation</p> <ul style="list-style-type: none"> • Assist development of primary research tools and templates • Briefing and ongoing communication with team members • Attending ongoing meetings • Oversight of analysis frameworks • Undertake synthesis of evaluation data sources • Input into interim and final reports
██████████	<p>Survey Manager</p> <ul style="list-style-type: none"> • Overall management and supervision of the survey team • Overseeing scripting and testing of online questionnaires • Oversight for survey implementation and progress reporting • Oversight for survey data extraction and cleaning, tabulations
██████████	<p>Analyst</p> <ul style="list-style-type: none"> • Counterfactual analysis lead • Overseeing data linking process to NPD • Analysis of survey MI data • Contribution to synthesis of data sources • Reporting contributions
██████████, ██████████, ██████████,	<p>Project Researcher</p> <ul style="list-style-type: none"> • Qualitative interviews with local coordinators etc.

	<ul style="list-style-type: none"> • Case study visits: interviewing, data collection and analysis • Support for administration of PAR tasks with young people • Thematic analysis of qualitative data • Contributions to synthesis of evidence
--	---

If required, additional staff with the appropriate skills and knowledge will be added to this core team by the contractor.

The following staff will work on the project for the Department.

Name	Role in project
	Project Manager
	Policy Adviser for Holiday Activities and Food
	Economic Adviser and Team Leader for Deprivation Analysis and Research Team
	Team Leader for Holiday Activities and Food

7 STEERING COMMITTEE

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

8. RISK MANAGEMENT

The following risks for the project have been identified.

Risk	Likelihood/ impact	Mitigating actions (M) and contingencies (C)
Low levels of engagement by HAF coordinators and providers	Low/ medium	(M) Engagement plan carried out (M) Establishing joint working at workshop (M) Variety of communications channels (M) Co-ordinators chased to provide list of projects as soon as available (inc. via DfE as required) (C) Use DfE contacts as additional reminder (C) Restate value/importance of evaluation (possible nudge/behavioural economics wording) (C) Direct phone contact with key coordinators/providers as/if required
Difficulty accessing MI from HAF providers (2019)	High/ high	(M) Initial discussion with DfE on best approach to engagement (given that areas are not successful) (M) Early development of engagement plan for areas (M) Initial launch event to provide detailed feedback on MI approach (M) Ecorys to ensure clear communication channels for ongoing feedback (M) Supporting documentation provided in toolkit (based on feedback on most appropriate approach) (M) Consideration of GDPR requirements (e.g. whether historical data can be provided to Ecorys) (M) Possible use of alternative to NPD linkage (e.g. postcode data as proxy for FSM) (C) Use DfE contacts as encouragement to participate (C) Develop alternative to data sharing approach/short reports (as provided) (C) Alternative approaches embedded following initial scoping (e.g. provider based approach) (C) Mitigating actions to be taken as required (see "Revised Cost Options v3") (C) Ecorys to maintain communications with client around developing issues
Difficulty accessing other MI from HAF (2018) and non-HAF providers (2018 and 2019)	Very high/ high	(M) Initial discussion with DfE on best approach to engagement (given that areas are not successful) (M) Early development of engagement plan for areas (M) Share data through engagement approach (e.g. short local reports, sharing postcode deprivation information) (M) Consideration of GDPR requirements (e.g. whether historical data can be

		<p>provided to Ecorys)</p> <p>(M) Possible use of alternative to NPD linkage (e.g. postcode data as proxy for FSM)</p> <p>(C) Use DfE contacts as encouragement to participate</p> <p>(C) Develop alternative to data sharing approach/short reports (as provided)</p> <p>(C) Alternative approaches embedded following initial scoping (e.g. provider based approach)</p> <p>(C) Initial scoping discussions about alternative/additional scope of contribution analysis approach</p> <p>(C) Ecorys to produce outline paper on suggested contribution analysis approach</p> <p>(C) Ecorys to provide outline/supporting spreadsheet on how throughput data will be collected, calculated and analysed</p>
Tight deadlines mean milestones not met (e.g. due to delays in ethics sign-off)	Low/ medium	<p>(M) Ecorys and DfE to keep to deadlines (and clear comms)</p> <p>(M) Ensure dependent documentation ready to be implemented asap (e.g. user guidelines)</p> <p>(M) Ecorys to develop new draft of timetable as required going forward</p> <p>(M) Early identification of HAF areas to help input into tools</p> <p>(C) Additional staffing identified at Ecorys/DfE as required</p> <p>(C) Reserves identified for data collection (e.g. case studies) and used as required</p> <p>(C) Ecorys to institute regular weekly phone check in (and/or e-mail as appropriate) with all co-ordinators</p> <p>(C) DfE to chase areas on weekly basis where progress not forthcoming</p>
Lack of visibility of delivery models and their characteristics	Low/ low	<p>(M) Light touch data collection, summary documents etc to collect basic information</p> <p>(M) Development of typologies starting at workshops</p> <p>(M) Ongoing refinement of typologies through data collection</p> <p>(C) Ongoing feedback via coordinators/providers</p> <p>(C) Retrospective information gained if required via provider post-survey</p> <p>(C) Co-ordinators asked to provide ongoing information if delivery changes</p>
Case studies overlook innovative examples	Very low/ medium	<p>(M) Initial discussions with DfE on rationale for case studies</p> <p>(M) Sample based on feedback for each area and co-ordinator discussions</p> <p>(M) Pool "best practice" examples on on-going basis</p> <p>(C) Case studies to include focus on innovation</p> <p>(C) Provider post-survey to include possible feedback on innovation</p> <p>(C) Ecorys to continue to push to avoid potential "cherry-picking" of sites by co-ordinators</p>

Poor response to children and parent/carers surveys	Medium/ high	(M) Clarification of exact approaches for surveys (M) Launch event to scope facilitators/barriers across areas (M) Possible additional data collection modes (M) Online data collection where possible (M) Minimise sample number and clear approach to sampling (C) Ongoing contact with coordinators to assess progress (C) Potential to add additional "reserve" providers from later in delivery period (C) Possible retrospective parent interviews (where providers have collected details) (C) Additional qualitative interviews as/if required (C) DfE to chase areas on weekly basis where progress not forthcoming
Disclosure of personal information by young people	Very low/ very low	(M) Ethical arrangements communicated to fieldwork staff (M) Confidentiality scripted into documents (M) Researchers DBS checked and trained (M) Supporting documentation provided in toolkit (C) Implement Ecorys safeguarding procedures immediately if required (C) Contact relevant stakeholders immediately as/if required (C) Revise approach as/if required
Team members become unavailable during the evaluation period	Very low/ low	(M) Time inputs secured via work planning system (M) Large pool of permanent and freelance staff with relevant skills to draw upon (C) Draw on skills of additional team members (C) Ensure full briefing as/if required for any additional/new staff (C) Contact DfE if significant changes in staffing
Difficulty identifying comparator areas	Low/ very high	(M) Comparator areas clearly identified and shared with DfE (M) Multiple comparator areas identified where possible (M) Criteria reassessed as/if required (C) Potential additional comparator areas identified (e.g. stage one applicants or others) (C) Reassess multiple comparator area approach (C) Possible adoption of typology approach
Difficulties in delivering impact evaluation	High/ very high	(M) Early engagement and relationship building with HAF areas (M) Discussion in initial launch event to clarify roles and responsibilities (C) Tiered approach to impact measurement depending on data availability
In-house (HAF Co-ordinator) evaluation conflicts with independent evaluation	Low/ high	(M) Clarity with co-ordinators on national evaluation focus and aim (launch event and onwards) (M) Potential for Ecorys to share information on overall approach with independent evaluators as required (C) Ongoing contact from evaluators to Ecorys with any queries/concerns

		(C) Ecorys to share data at aggregate level as/if required (C) Local evaluators to ensure DfE/Ecorys aware of apparent conflicts prior to publication (C) If required, local reports to contain standard wording on national evaluation
Final report does not meet evaluation aims and objectives	Very low/ very high	(M) Draft report outline to be provided to client in advance of report to ensure shared understanding (M) Interim/emerging process evaluation findings to be shared asap after summer holidays (M) Usage of tiered approach to impact measurement to maximise ability to meet aims/objectives (C) Ecorys to revise report as/if required (C) Data reanalysed as required to ensure full value accessed (C) Report clarifies evidence limitations (if any) to avoid misinterpretation

9 DATA COLLECTION

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

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

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

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

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

10. CONSENT ARRANGEMENTS

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

11. PROJECT COMMUNICATION PLAN

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

End of Schedule One

SCHEDULE TWO**1 Eligible expenditure**

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

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

Table

Project Milestone	Payment Amount	Payment Date
1. Scoping work, study design and initial data collection		
2. Final data collection and analysis		
3. Interim reporting		
4. Final report		

Expenditure for the financial year 2019-2020 shall not exceed **£199,675.00** exclusive of VAT.

Total Project expenditure shall not exceed **£199,675.00** exclusive of VAT.

- 2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the Department when both parties have signed the paperwork.** The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be sent to the **Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ** and/or by email

to **APinvoices-DFE-U@sscl.gse.gov.uk**. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

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

End of Schedule Two

SCHEDULE THREE

1. Contractor's Obligations

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

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

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

5. Contractor's Employees and Sub-Contractors

- 5.1 Where the Contractor enters into a 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

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

1.2. The Contractor shall notify the Department immediately if it considers that any of the Department's instructions infringe the Data Protection Legislation.

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

- (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.
- 1.4. The Contractor 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 Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Department before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Contractor 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 Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor 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 Department 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 Department has been obtained and the following conditions are fulfilled:
 - (i) the Department or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Department;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Department in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data;
 - (e) at the written direction of the Department, delete or return Personal Data (and any copies of it) to the Department on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.
- 1.5. Subject to clause 7.6, the Contractor shall notify the Department 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.
- 1.6. The Contractor's obligation to notify under clause 7.5 shall include the provision of further information to the Department in phases, as details become available.
- 1.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
- (a) the Department with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Department to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Department, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Department following any Data Loss Event;
 - (e) assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.
- 1.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
 - (a) the Department determines that the processing is not occasional;
 - (b) the Department determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9. The Contractor shall allow for audits of its Data Processing activity by the Department or the Department's designated auditor.
- 1.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 1.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
 - (a) notify the Department in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Department;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - (d) provide the Department with such information regarding the Sub-processor as the Department may reasonably require.
- 1.12. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13. The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

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

2. Departmental Security Standards

- 8.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 8.3. The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 8.4. The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 8.5. Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.
- 8.6. The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 8.7. The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication)

to ICT systems to ensure only authorised personnel have access to Departmental Data.

- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 8.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 8.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.
- 8.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.13 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 8.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way

as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

- 8.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 8.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 8.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a

NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.

- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 8.23 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 8.24. The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

9. Warranty and Indemnity

- 9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that

any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

- 9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
 - 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
 - 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.
- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.
- 9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

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

End of Schedule Three

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

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

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Ecorys UK Ltd will process personal data on behalf of the Department for Education to evaluate the 2019 Holiday Activity and Food (HAF) programme.
Duration of the processing	Ecorys UK Ltd will process personal data for the purpose of this evaluation for a period of nine months, from 01/07/2019 until 31/03/2020.
Nature and purposes of the processing	Ecorys UK Ltd will process personal data on behalf of the Department for Education by collecting personal data from HAF funded areas and areas not in receipt of funding to conduct an analysis of the process, outcomes and impacts of HAF funding on the number of places and quality of provision. The processing of personal data will include its collection from data subjects, matching to sources of information already held by the Department (i.e. the National Pupil Database) for children attending the HAF provision only, and analysis by Ecorys UK Ltd on behalf of the Department for Education.
Type of Personal Data	Ecorys UK Ltd will process the following types of personal data for the purpose of this evaluation: Gender, date of birth, name, school name, home post code, unique pupil number, FSM status, ethnicity*, SEND status* and looked after children (LAC) status*. Please note, * denotes special category data.
Categories of Data Subject	Ecorys UK Ltd will collect personal data on the following categories of data subject: 1) Children attending HAF provisions; 2) Parents of children attending HAF provisions; 3) Staff and paid volunteers working at HAF provisions; 4) Coordinators and providers funded and not funded by the HAF programme.
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	Ecorys UK Ltd will securely transfer the personal data to the Department to enable matching to the National Pupil Database in autumn 2019. The matched data will be returned to Ecorys without identifiable data (e.g. name, date of birth) to enable Ecorys to complete analysis and reporting. Once the report is finalised and the contract with the Department is complete (31/03/2019), Ecorys will securely destroy all personal data held for this project. Under Data Protection legislation, and in compliance with the relevant data processing conditions, the Department may

	keep personal data for longer periods of time when processed purely for archiving purposes in the public interest, scientific or historical research and statistical purposes.
--	--

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

Assistant Director, Healthy Pupils Unit
Department for Education
Sanctuary Buildings
20 Great Smith Street
London SW1P 3BT

Date

Authorised to sign for and on
behalf of the Contractor

Signature

Name in CAPITALS

██████████

Position and Address

Finance Director
Ecorys UK Limited
Albert House Quay Place
92-93 Edward Street
Birmingham B1 2AR

Date