



# Department for Education

## CONTRACT FOR: CASE STUDIES FOR RELATIONSHIPS EDUCATION, RSE, AND HEALTH EDUCATION PROJECT REFERENCE NO: DFERPPU/2019/006

This Contract is dated 30 September 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) **Market and Opinion Research International (trading as Ipsos MORI)** whose registered office is 3 Thomas More Square, London, E1W 1YW ("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/2019/006**

### Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before **31<sup>st</sup> May 2020**

### Contents

Interpretations

Schedule One

Schedule Two

Schedule Three

Schedule Four

**Signatories page 46**

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] [REDACTED] 1st Floor, 2 St Paul's Place, 125 Norfolk Street, Sheffield, S1 2FJ [REDACTED]
"the Contractor's Project Manager"	[REDACTED] [REDACTED] 3 Thomas More Square, London, E1W 1YW; [REDACTED]
"the Act and the Regulations"	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"BPSS" "Baseline Personnel Security Standard"	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further Information can be found at: <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a> ;
"CC" "Common Criteria"	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria;
"CCP" "Certified Professional"	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: <a href="https://www.ncsc.gov.uk/scheme/certified-professional">https://www.ncsc.gov.uk/scheme/certified-professional</a> ;
"CCSC" "Certified Cyber Security Consultancy"	is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: <a href="https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy">https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</a> ;
"Commercially Sensitive Information"	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if

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

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

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

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

to this Contract; or

(b) any Personal Data for which the Department is the Controller;

<p>"DfE" "Department"</p>	<p>means the Department for Education;</p>
<p>"Department Security Standards"</p>	<p>means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver;</p>
<p>"Digital Marketplace/GCloud"</p>	<p>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;</p>
<p>"DPA 2018"</p>	<p>Data Protection Act 2018;</p>
<p>"Effective Date"</p>	<p>the date on which this Contract is signed by both parties;</p>
<p>"Environmental Information Regulations"</p>	<p>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;</p>
<p>"FIPS 140-2"</p>	<p>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;</p>
<p>"FOIA"</p>	<p>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;</p>
<p>"GDPR"</p>	<p>the General Data Protection Regulation (Regulation (EU) 2016/679);</p>
<p>"Good Industry Practice" "Industry Good Practice"</p>	<p>means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;</p>
<p>"Good Industry Standard" "Industry Good Standard"</p>	<p>means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;</p>
<p>"GSC" "GSCP"</p>	<p>means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>;</p>
<p>"HMG"</p>	<p>means Her Majesty's Government;</p>

"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 <a href="http://www.ncsc.gov.uk">http://www.ncsc.gov.uk</a> ;
"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 <b>"Regulatory Body"</b> shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	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: <a href="https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media">https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</a> ;  The disposal of physical documents and hardcopy materials advice can be found at: <a href="https://www.cpni.gov.uk/secure-destruction">https://www.cpni.gov.uk/secure-destruction</a> ;
"Security and Information Risk Advisor"	the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:
"CCP SIRA"	<a href="https://www.ncsc.gov.uk/articles/about-certified-professional-scheme">https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</a> ;
"SIRA"	
"SPF"	This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective
"HMG Security Policy Framework"	

security to ensure HMG can function effectively, efficiently and securely.  
<https://www.gov.uk/government/publications/security-policy-framework>;

"Staff Vetting Procedures"

the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;

"Sub-Contractor"

the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;

"Sub-processor"

any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

"Third Party Software"

software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and

"Work"

means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it;

"Working Day"

any day other than a Saturday, Sunday or public holiday in England and Wales.

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

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

**SCHEDULE ONE****1 BACKGROUND**

All schools are required to teach the new subjects of relationships education (primary), relationships and sex education (secondary), and health education (in state funded primary and secondary schools) from September 2020. Personal, Social, Health and Economic (PSHE) Education will still be compulsory in independent schools. These requirements include a range of topics to be taught as set out in the statutory guidance but schools have the freedom to choose how to deliver the required content. The Department has committed to providing support to help schools prepare to teach the new requirements to a high standard.

Over the last two years (November 2017 to July 2019), the DfE has consulted with a wide range of stakeholders, including schools and expert organisations. The Department has also conducted user research discovery project around the training needs of teachers and how they want to be supported. The consultation and discovery showed that many teachers who will be asked to teach these subjects by their schools are non-specialist in the subjects and most of them lack confidence in teaching some of the content in the new subjects. It also showed that teachers usually rely on their subject leads to provide guidance and expertise.

High quality teaching of these subjects, which can improve pupils' outcomes, relies on teacher confidence and knowledge, especially around particularly sensitive subjects. Both the consultation and the user research show that alongside other sources of support, PSHE subject leads and teachers of these subjects want concrete examples of practice in other schools, especially around specific topics of concern, e.g. engaging parents and managing difficult discussions in the classroom.

**2 AIM**

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

- Deliver 30 pen portraits of practice across the specified topics
- These pen portraits should be engaging and accessible to schools
- The pen portraits should also represent a wide range of different school context and practices
- The pen portraits should allow schools to focus on specific practice areas of Interest

**3 OBJECTIVES**

The objectives of this contract are to produce pen portrait of practice that provide schools with concrete, practical examples of how other schools have tackled challenging aspects of the new subjects

The Contractor shall use the methodology detailed in section 5 to deliver pen portraits that achieve the following objectives of helping schools to:

- See how others have tackled challenges in teaching these subjects
- Understand the perceived benefit of different practices and approaches, as experienced by each school
- Understand what barriers and challenges were faced and overcome in the PSHE and RSE delivery; and
- See the wider context of the school and how that has influenced choices made in

- approaches to teaching these subjects, and the successes experienced
- Understand how existing practices can be tilted to meet the new requirements

The pen portraits will address the following research questions:

- What are the key practices applied in each school in regards to a specific topic or area of practice of concern for the rollout of the new RSE curriculum in September 2020?
- How is this part of the provision of PSHE and RSE understood, delivered and achieved by the school?
- What does the school perceive as the benefits of their approach they have made to prepare for the new curriculum? How have they assessed the impact of their practice?
- How has the school's practice developed over time to arrive at their current position?
- What are the barriers and challenges the school faces in the process of changing to the new curriculum? Are there any mistakes the school has made which could be avoided or overcome by schools before September 2020? Which facilitators have been most effective in overcoming these challenges?
- How is the development and perceived impact of practice influenced by the school's wider context and history?

The pen portraits will address the following topics, across range of school contexts:

1. Embedding the curriculum in the whole-school approach – including pastoral approach to the subjects - addressing bereavement, illness and injury.
2. Developing a school policy for RSE/Relationships Education
3. Curriculum planning
4. Working with external stakeholders in delivery- school nurses, public health and other expert organisations
5. School led examples of CPD e.g. where PSHE leads have trained other teachers
6. Engaging parents
7. Managing difficult discussions in the classroom, e.g. setting ground rules for lessons/distancing techniques
8. Safeguarding and responding to disclosures
  - An example of handling a disclosure on a sensitive issue – FGM, sexual abuse, self-harm etc
9. Teaching mental health
  - An example of teaching about common types of mental ill health – anxiety, depression ( self-harm) (primary and secondary)
10. Teaching online safety
  - An example of teaching about harmful material online when a child brings up pornography; online behaviour/bullying.
11. Developing LGBT+ inclusivity of content
  - An example of teaching inclusively about different family units in a primary school classroom
  - LGBT content as part of sexual intimacy (secondary)
12. Sexual intimacy – how to maintain professional boundaries (e.g. ground rules, distancing, appropriate handling of questions and teacher training to increase confidence).
13. Drugs - what language, how to stay up to date and relevant, how to know what drugs to teach about.
  - An example of ensuring teaching about drugs and alcohol is relevant and up to date
14. Health Education

- An example of teaching about puberty (primary)

#### 4 TASKS

Task	Output	Date Required
Sampling	Sampling approach and quota agreed between DfE and contractor. DfE provides Early Adopter Database Contractor draws sample	w/c 7 October 2019
Recruitment screener	Contractor develops recruitment screener, to be signed off by DfE. Recruiters are briefed on use of screener	w/c 7 October 2019
Production of topic guides	Topic guides drafted by contractor and agreed by DfE	w/c 14 October 2019
Fieldwork	Contractor recruits and conducts interviews to gather practice examples in 30 schools	20 December 2019
Pen portrait template	Contractor develops template, DfE comments and template is agreed	15 December 2019
Pen portrait documents	Contractor produces pen portraits, tested with insight group	8 March 2020
Analysis and reporting	Contractor completes analysis and drafting thematic report. DfE provide comments and revisions. Final report agreed	15 March 2020
Presentation	Contractor presentation of thematic findings to Department	22 March 2020

\* We would have some contingency fieldwork time in January for final interviews, if it is not possible to get these all scheduled in before Christmas.

#### 5 METHODOLOGY

##### Sampling

DfE will provide the contractor with the database of Early Adopter schools and other contextual data about the schools.

The contractor will develop and agree with DfE a sampling frame to ensure a cross-section of schools are represented in the final pen portraits. The sampling approach will provide a cross-section of 30 schools by phase, type (state funded maintained schools, academies, alternative provision and special schools), and other characteristics (e.g. FSM proportion, BAME proportion, rural/urban location, religious character). The schools selected for examples of good practice will be those adopting the pedagogical principles of the Department's early career framework and therefore, the screening methods used will find out how the chosen schools teach the topics based on these principles.

The sample does not need to be nationally representative. The contractor will ensure that the sample approach will produce practice examples across all the topics listed above, with

at least one school producing a practice example for each topic. The contractor will make all reasonable efforts to ensure that the sampling approach will capture a range of practice for each topic, where that range exists.

### **Recruitment**

The contractor will draw a sample of 300 schools from the Early adopter Database, to meet the agreed sampling criteria.

The contractor will engage specialist schools recruiters to recruit the schools to take part in the case studies.

DfE will use existing communication routes with Early Adopter schools to alert the sampled 300 schools that they may be contacted to take part in this research. Wording will be agreed between DfE and contractors.

The contractor will develop a screening tool, in collaboration with the department. The tool will allow recruiters to:

- identify the most appropriate people to interview to extract the most relevant information;
- understand which topics the school is best placed to provide practice examples on;
- check that practice described is of a type the department would want to promote.

The recruiters will receive detailed briefing on the use of the screener. After each batch of 5 interviews (i.e. after 5, 10, 15, 20, 25 interviews) the quotas and screener will be reviewed to ensure all topics, regions and the appropriate mix of school phases are being met.

Recruiters will call schools, using the recruitment screener to determine participation. If the school passes the screener and consents to the research an interview will be scheduled with relevant people identified to take part.

Interviews will be scheduled flexibly to best meet the availability of participants.

Participants will be sent reminder emails one day before the interview which will also include a topic of focus for the interview.

Progress of recruitment against the quotas for topics and school contexts will be monitored by the contractor.

### **Research materials**

The contractors will work with the department to develop topic guides for the interviews. This will comprise a core discussion guide, with variations suited to the different topics of interest. The topic guide will retain flexibility to allow coverage of the range of topics and practices and allow interviewees to be asked only about topics where they have practical experience to offer.

Each researcher will undertake a preparatory stage before each interview. In this they will adapt the topic guide based on contextual information about the school and information gathered in the screener. The topic guide may be subject to slight iteration in response to the initial interviews and research from the alpha team.

The contractor will design the topic guide such that:

- it addresses the research questions set out above
- It explores one or a combination of the topics of interest

- It captures contextual information about the school and interviewee
- It collects details of practical and concrete examples of practice, including:
  - How practice has developed overtime
  - The perceived impact of practice
  - The role of the school context in how practice has developed and its effectiveness
  - Practical examples of how problems have been solved, including times when things have gone wrong
  - Perceived benefits, barriers and challenges and how they have been overcome.

### **Fieldwork**

Interviews will be carried out by the Ipsos Mori research team.

Each interview will last around 45 minutes to one hour, although variation is permitted depending on the participant and the topics they wish to cover. Interviews should only run for longer than one hour at the consent of the participant.

### **Analysis**

Contractors will take detailed notes of each interview and, with consent, an audio recording of the interview. A framework analysis of the notes will be conducted. The themes will be agreed based on the content of the interview guides, and will echo the key topics of concern explored in the interview. The framework will also include information on the school's characteristics and current RSHE practices.

The contractors will hold 2 analysis meetings. The first will take place after the first few interviews have been conducted, to refine interview tools and approaches. A second analysis meeting will be held to explore and discuss key themes and findings to inform the thematic report.

### **Outputs**

The contractors will produce the following outputs in accordance with the timetable above

#### *Pen portraits*

The contractors will produce 30 high quality pen portraits representing a range of the most common and serious challenges faced by schools when delivering PSHE or RSE content. These will cover the range of topics set out above and wide range of school contexts.

The pen portraits must be formatted in accordance with gov.uk requirements. The template, content and writing style must make them engaging and accessible to schools. The template will be agreed between contractors and the department, taking on board feedback from the ongoing user research findings.

The pen portraits must provide clear, practical examples of how to overcome and deliver the challenging aspects of the new requirements.

The pen portraits will be tested with the PSHE Association's user insight group to make sure they are a useful resource for teachers. The pen portraits will also have input from the alpha and beta teams also to inform what will be most useful for teachers.

The information in the pen portraits should be adaptable to use in other formats, For example extract illustrating a specific practice can be used to support the online training modules being developed by the department. Other use of the information will be discussed throughout the project in reference to what would be most suitable for the audience.

Where there is signposting to further support, it will be DfE's own resources or be fully quality assured with approval from the PSHE Association. Schools interviewed will also be asked to explain how they use the resource and why it is useful.

The pen portraits will be produced in a staggered way: as soon as they are ready they will be shared and finalised.

*Research report*

The contractors will produce a short thematic report of the research (approx. 20 pages), in the DfE template, for publication. The report will include background on the project, the methodology, details on the schools we spoke to and the key themes that emerged from the schools we spoke to. This report will provide key findings and common themes across schools and for particular school types to help inform policy development and delivery.

*Presentation*

The report will form the basis of a presentation to the department. The presentation should allow for discussion of key findings.

**6. STAFFING**

**Contractors' staff**

Staff	Roles
<b>Core management</b>	
██████████ (Quality Director)	<ul style="list-style-type: none"> <li>Quality control research tools</li> <li>Quality control outputs</li> </ul>
██████████ (Project Director)	<ul style="list-style-type: none"> <li>Overall responsibility for delivering the project</li> <li>Oversee the work of the project team throughout all phases</li> <li>Responsible for monitoring and assuring the quality and methodological rigour of the project and of all deliverables prior to their submission</li> <li>Specific responsibility for designing and carrying out interviews</li> </ul>
██████████ (Senior Project Manager)	<ul style="list-style-type: none"> <li>Responsible for oversight of the project delivery</li> <li>██████████ will assist ██████████ in assuring quality throughout the delivery of the project</li> </ul>
██████████ (Project Manager)	<ul style="list-style-type: none"> <li>Responsible for day-to-day management of project and project teams</li> <li>Primary point of contact for DfE throughout the project</li> <li>Ensuring that the research is carried out in line with the approach and time plan</li> <li>Specific responsibility for designing and carrying out interviews</li> </ul>
██████████ (PSHE Association)	<ul style="list-style-type: none"> <li>Overall responsibility for directing PSHE Association's contribution to the work.</li> <li>Supporting the project director in carrying out ██████████ role.</li> <li>Lead PSHE Association's team in designing and delivering pen portraits</li> </ul>
<b>Wider team</b>	
██████████ (Project Executive, IM)	<ul style="list-style-type: none"> <li>Will work closely with ██████████ on the day-to-day management of the study</li> <li>Delivery of the qualitative research</li> </ul>
██████████ (PSHE Association)	<ul style="list-style-type: none"> <li>Lead PSHE Association's team in designing and delivering pen portraits</li> <li>Will provide policy and practice advice for the development of interview materials and scrutinising outputs.</li> </ul>

<p>(PSHE Association)</p>	<ul style="list-style-type: none"> <li>Overall responsibility for communications to PSHE Association networks</li> <li>Lead PSHE Association dissemination strategy</li> <li>Lead team in development and design of additional outputs</li> </ul>
<p>PSHE primary and secondary school subject experts</p>	<ul style="list-style-type: none"> <li>Will provide advice on PSHE education practice and curriculum organisation, design and delivery</li> <li>Will work closely with [redacted] and [redacted] on designing and delivering pen portraits</li> </ul>
<p>Wider research team</p>	<p>The team will be supported by a wider team from across Ipsos MORI and the PSHE Association. We will draw in colleagues from our ECF team to support the fieldwork, to cover all interviews in the time window, and to give us the flexibility to accommodate schools' preferences for interview timing. They will all be experienced interviewers, fully briefed on the project background, and on RSHE delivery practice in different school contexts.</p>

**Department's staff**

Staff	Roles
<p>(contract manager)</p>	<ul style="list-style-type: none"> <li>Day to day contact in the department</li> <li>Responsibility for management of the contract</li> <li>Providing clearance of research materials, reports etc</li> </ul>
<p>(analytical oversight)</p>	<ul style="list-style-type: none"> <li>Analytical oversight of the project</li> <li>Providing clearance of research materials, reports etc</li> </ul>
<p>(policy lead)</p>	<ul style="list-style-type: none"> <li>Policy lead with responsibility for the case studies</li> <li>Providing policy input and clearance of research materials, reports etc</li> </ul>

**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**

Risk	Likelihood	Impact	Mitigation and contingencies
------	------------	--------	------------------------------

<p><b>Sampling</b> Unable to identify the relevant information for sampling enough and a good range of schools</p>	Low	High	<p>As the Early Adopters database supplied by DfE contains the relevant information for us to identify a range of different types of schools we are confident we will be able to find a range of schools to speak to. If we were not able to recruit enough schools from this database we would use the PSHE Association's database of schools. This contains full details for c.23,000 school based staff. The Association are in regular contact with those signed up so we are confident that this would be a robust alternative for sampling schools.</p>
<p><b>Recruiting schools</b> Difficulties recruiting relevant schools</p>	Medium	High	<p>Our specialist education recruitment team have extensive experience of school recruitment. Also, as DfE already have a relationship with schools on the Early Adopters programme, an preliminary email will enable recruitment.</p> <p>The PSHE Association have a good understanding of what good practice of delivering RSHE looks like, so we are confident we can develop a screening process to identify schools exhibiting good practice.</p>
<p><b>Recruiting teachers</b> Difficulties in recruiting staff to take part in the research</p>	Medium	High	<p>A telephone methodology and large fieldwork team means we can be flexible and conduct interviews at the most convenient time for teachers. Given the staggered approach of delivering pen portraits, we could also consider contingency fieldwork period in January.</p>
<p><b>Case study interviews</b> Unable to interview the most relevant staff members</p>	Medium	High	<p>As the national organisation for PSHE, the Association has a comprehensive understanding of the different ways RSHE is delivered by teaching staff in different school contexts. Their expertise will be utilised in identifying the most appropriate staff members to speak to.</p>
<p><b>Data collection</b> Schools unable to recall relevant information</p>	Medium	Medium	<p>We would carry out early testing of the guides to ensure they are accessible to participants and gather the key information needed for the pen portraits.</p>
<p><b>Analysis and reporting</b> failing to answer the research questions/ aims</p>	Low	High	<p>Topic guides will be reviewed and refined to ensure they effectively capture the required data.</p> <p>A joint analysis session will be carried out between Ipsos and the PSHE Association to ensure the analysis is grounded within the relevant policy context to deliver impactful and insightful findings.</p> <p>A pen portrait template and report structure will be developed and agreed by DfE.</p>
<p><b>Timings</b> Timetable slippages</p>	Medium	Medium	<p>We have set out a realistic timetable of activities taking into account DfE's key deadlines. This includes a staggered approach to delivering the outputs meaning that analysis and pen portrait delivery can happen before fieldwork is complete.</p>

## 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
Set-up, recruitment screener and topic guide produced, and signed off by DfE	██████████	18 October 2019
Agreed number of interviews completed	██████████	20 December 2019
Final pen portraits delivered and presentation of thematic findings to Department	██████████	27 March 2020
<b>Total</b>	<b>£52,500</b>	

Expenditure for the financial year 2019-2020 shall not exceed **£52,500** exclusive of VAT.

Total Project expenditure shall not exceed **£52,500** 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 relevant and applicable 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 in accordance with the terms of this Contract.

### **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, acting reasonably, 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 in the Deliverables 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 in the Deliverables 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 in the Deliverables 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 in the Deliverables.
  - 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 in the Deliverables.
  - 6.3.4 in respect of the Original Copyright Works to:
    - 6.3.5 supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and
    - 6.3.6 allow inspection by an authorised representative of the Department on receiving reasonable written notice;
    - 6.3.7 to take all necessary steps and use its best endeavours to prevent the infringement of the Copyright by any person, firm or

company which shall include an obligation on the part of the Contractor to commence and prosecute legal proceedings for any threatened or actual infringement where there is a reasonable chance of success and account to the Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.

- 6.3.8 to waive or procure the waiver of any and all moral rights (as created by chapter IV of the Act) of authors of all Copyright Works be waived; and
- 6.3.9 not to demand and to procure that where any further licences are granted by the Contractor otherwise than to the Department the Licensees thereof do not demand any payment in whatever form and from any person, firm or company directly or indirectly for the undertaking of any of the acts restricted by the Copyright (as defined in section 16 of the Act) in relation to any Copyright Work except in so far as any demand or payment received represents only the reasonable costs which might normally be incurred in respect of such an act.

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

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

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

## **7. Data Protection Act**

7.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor of personal data provided by the Customer to the Contractor unless otherwise specified in Schedule 4. The only processing that the Processor is authorised to do is listed in Schedule 4 by the Controller and may not be determined by the Processor. The parties acknowledge that the Contractor may be determined controller of any additional personal data it collects from respondents. The parties may enter into further arrangements to reflect this.

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

- 7.3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 7.4. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 4, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) Ensure that:
    - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this clause;
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7.5. Subject to clause 7.6, the Processor shall notify the Controller as soon as reasonably practicable if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

7.6. The Processor's obligation to notify under clause 7.5 shall include the provision of further information to the Controller in phases, as details become available.

7.7. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 7.8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
  - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7.9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor. Any audit or inspection permitted hereunder is not intended to include (i) any information related to the Contractor's provision of services to other clients or other client data residing on Contractor's computer systems. The Department agrees that any audit or access to Contractor's premises will be in a manner that minimises interference with the Contractor's business operations, and that any request by the Department for an audit or access to the Contractor's premises may not be granted by the Contractor more than once in any 12 month period.
- 7.10. Each party shall designate a data protection officer if required by the Data Protection Legislation.
- 7.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
  - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 7.12. The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 7.13. The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to

processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

- 7.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 7.15. The Department warrants that it is compliant with its obligations under the Data Protection Legislation in processing the Personal Data for the Services.
- 7.16. The Department shall provide the Personal Data to the Contractor together with such other information as Supplier may reasonably require to provide the Services.
- 7.17. The instructions given by the Department to the Contractor in respect of the Personal Data shall always be in accordance with the Data Protection Legislation.
  
- 7.18. *Where the Parties include two or more Joint Controllers as identified in Schedule 4 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 4 in replacement of Clauses 7.1-7.14 for the Personal Data under Joint Control.*
  
- 7.19. In accordance with its professional rules and its contractual obligations to respondents, the Contractor is under a duty to preserve the anonymity of the respondents when providing market, opinion and social research and data analytics services. Accordingly, the Contractor shall only provide the Department with aggregate data or otherwise anonymized data. The Department hereby undertakes to respect this anonymity and undertakes not to attempt to link the data provided by the Contractor to the identity of the respondents. The Contractor will only provide Personal Data to the Department as permitted by and in accordance with its professional rules and applicable Data Protection Legislation. In any instance of such permitted disclosure, the Department hereby agrees to maintain the confidentiality of such Personal Data. Where such Personal Data is provided by the Contractor, acting as a Data Controller, to the Department, the Department warrants that it will cease further use or processing of the Personal Data upon notice from the Contractor, and shall comply with all instructions included in such notice, including deletion of any or all relevant Personal Data.

## **8. Departmental Security Standards**

- 8.1 The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2 Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 8.3 The Contractor shall be able to demonstrate conformance to, and show evidence of, such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 8.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 8.5 Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 8.14.
- 8.6 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 8.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental

Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.

- 8.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 8.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 8.11 and 8.12 below.
- 8.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.13 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 8.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or

outside of company premises.

- 8.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 8.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If an 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 in accordance with Good Industry Practice.
- 9.2. The Contractor will use reasonable skill and care to ensure the accuracy of its reports, models and other presentations of the Services. As the nature of Services is based upon samples and statistical treatment of information, Contractor does not warrant the total accuracy of the Services or the data contained therein. The Contractor does not predict or assure any particular substantive results of the Services in advance, nor does the Contractor accept any liability for (i) Department's interpretation of the Contractor's reports or of

other data furnished to the Department by the Contractor, (ii) any errors caused by errors in data provided to the Contractor, (iii) improper use of simulation software or improper interpretation of simulation software results by Client, or (iv) resale of survey results or other data by the Department. The Contractor will use commercially reasonable efforts to meet all project deadlines, but it does not guarantee meeting those deadlines. All time frames with respect to the timing of the Services are approximations.

- 9.3. Where any element of the Services includes advisory services, the Department agrees: (i) it shall make its own independent decisions as a result of any such advice, and as to whether any actions or inactions are appropriate or proper for it based upon its own judgment; (ii) it does not rely on any communication (written or oral) from the Contractor as a recommendation for such action or inaction; (iii) that no communication (written or oral) received from the Contractor will be deemed to be an assurance or guarantee as to the expected results of the Department's actions or inactions; and (iv) it is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of any such advice.

9.4.

- 9.5. 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:

require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department.

- 9.6. 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.
- 9.7. 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 125% of the fees received by it in relation to the research which is the subject of the claim.
- 9.8. Contractor excludes any liability of loss of contract, loss of profit, loss of revenue and loss of business, whether direct or indirect, and any incidental, indirect, exemplary, special or consequential loss or damage of any kind whatsoever arising out of or in connection with the contract whether or not such party was advised of the possibility of such damage and whether based in breach of contract, tort or any other theory at law or in equity.
- 9.9. Nothing in this agreement shall limit or exclude either party's liability for: a) death or personal injury caused by its negligence; b) its fraud or wilful default;

c) breach of Data Protection Legislation; and d) anything else which it cannot by law limit or exclude its liability.

9.10. 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.

9.11. 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 certificate of insurance, 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.

Upon any termination of this Agreement for any reason whatsoever, other than a default by the Contractor, the Department shall continue to be obligated to pay for the fees due (including, for purposes of clarity, the pro-rated fees for work undertaken) and expenses incurred by the Contractor up to the effective date of termination, as well as any pre-approved and documented unrecoverable third party costs incurred by the Contractor as a result of such early termination.

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.
- 10.6 Contractor may terminate this agreement with immediate effect, at any time, if the Department fails to perform any material obligation or to cure a material breach,

## **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 as defined by the DBS. 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.
- 26.8 In order to enable the Contractor to comply with the requirements under the MRS and ESOMAR codes of conduct, the use of the Deliverables by the Contractor is limited as follows:
- a. If the Department or its agents wish to publish the Deliverables or data derived from the Deliverables in the public domain including, without limitation, in advertising, marketing or promotional materials, social media, press releases or press conferences, it must come to a written agreement with the Contractor on the form and content of the disclosure, which the Contractor may **only** withhold on the basis that the Deliverables are used or presented in a misleading or illegal

manner, or in any manner which would adversely impact upon the reputation or goodwill of the Contractor. The Contractor reserves the right to publish a correction in the event of such improper use or presentation. The Department will not need to seek the Contractor's written agreement where:

- (i) it publishes the Deliverables in full, as provided by the Contractor to the Department; and
- (ii) it publishes full sections of the Deliverables (as defined by the Contractor) with the technical note provided by the Contractor.

The Department may only use the Deliverables in connection with any dispute resolution, litigation, arbitration or other legal proceeding of any nature ("Litigation Purposes") not initiated by it, unless the Litigation Purpose is directed against the Contractor. The Department confirms that it does not intend to use of the Deliverables for Litigation Purposes, as this may affect the Contractor's recommended methodological approach and study costs. In addition, if the Department decides after the Services has been completed that it wishes to use the Deliverables for Litigation Purposes, it must first obtain with the prior written consent of the Contractor, which the Contractor may withhold in its sole discretion.

End of Schedule Three

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

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:  
**Department for Education; 1st Floor, 2 St Paul's Place, 125 Norfolk Street, Sheffield, S1 2FJ**
2. The contact details of the Processor's Data Protection Officer are: **Ipsos MORI; 3 Thomas More Square, London, E1W 1YW;**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>The contractor will be processing the data involving information regarding early adopter schools that the Department will send in order to develop a sample for the research.</i>
Duration of the processing	<i>The processing will run from September 2019 until May 2020.</i>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 7.1.
Subject matter of the processing	<i>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.</i>
Duration of the processing	<i>The processing will run from September 2019 until May 2020.</i>

<p>Nature and purposes of the processing</p>	<p><i>The purpose of the processing is to collect data for the purpose of recruitment for research.</i></p>
<p>Type of Personal Data being processed</p>	<p><i>Name, Place of work (i.e. school they work at), email address,</i></p>
<p>Categories of Data Subject</p>	<p><i>Headteachers and teachers at the schools involved.</i></p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p><i>The data will be held securely for 6 months after completion and then destroyed.</i></p>

End of Schedule Four

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

**Signature**

[Redacted Signature]

**Name in CAPITALS**

[Redacted Name]

[Redacted Name]

Floor2, Sanctuary Buildings,  
Great Smith Street,  
London SW1P 3BT

**Date** 30.09.19

Authorised to sign for and on  
behalf of the Contractor

**Signature**

[Redacted Signature]

**Name in CAPITALS**

[Redacted Name]

[Redacted Name]

Ipsos MORI  
3 Thomas More Square  
London  
E1W 1YW

**Date** 30/9/19