



Department
for Education

**CONTRACT FOR PHASED MATHS BURSARY EVALUATION
PROJECT REFERENCE NO: DFERPPU/ EOR/SBU/2017/093**

This Contract is dated 23rd May 2018

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) CFE Research whose registered office is Phoenix Yard, Upper Brown Street, Leicester, LE1 5TE ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is **EOR/SBU/2017/093.**

Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before **31st October 2023.**

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1. Interpretation

1.1 In this Contract the following words shall mean:-

"the Project"	the project to be performed by the Contractor as described in Schedule One;
"the Project Manager" [REDACTED]	
"the Contractor's Project Manager" [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;
"Commercially Sensitive Information"	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
"Contracting Department"	any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and Contractors of the Contractor and/or of any Sub-

	Contractor;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
"Controller"	take the meaning given in the GDPR;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data 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 Data"	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
"DPA 2018"	Data Protection Act 2018
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information 2004 Regulations" practice relevant	<p>the Environmental Information Regulations</p> <p>together with any guidance and/or codes of issues by the Information Commissioner or Government Department in relation to such regulations;</p>
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government

"GDPR"	Department in relation to such legislation; the General Data Protection Regulation (Regulation (EU) 2016/679)
"ICT"	information and communications technology;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
"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;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are

	entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"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;
"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**

The purpose of the research covered by this contract is to evaluate the awareness, understanding and impact of the Department for Education's Phased Maths Bursaries scheme. This scheme has been introduced, because maths is one of the priority subjects for which it is challenging to recruit and retain a sufficient number of trainee teachers and qualified teachers and it is important that the Department for Education recruits and retains an increased number of maths trainee teachers and qualified teachers and evaluates the success of the methods it uses to achieve this.

More maths trainees have been recruited in recent years, but this increase in supply has been outstripped by increasing demand. The Initial Teacher Training (ITT) targets for maths have increased from around 2,500 in 2011 to around 3,100 in 2017. In addition to recruiting trainee teachers, the Department for Education (DfE) is responsible for there being a sufficient supply of maths teachers across England, including in areas which find it most difficult to recruit and retain teachers.

This research will evaluate the pilot of a new approach by the Department to paying bursaries for the cohort starting non-salaried mathematics ITT in the academic year (AY) 2018-19. Instead of offering a bursary during the ITT year only, maths ITT trainees will be eligible for a £20,000 bursary, or £22,000 scholarship during their ITT course, followed by early-career payments once employed as mathematics teachers. Eligible teachers will receive two early-career payments of £5,000 each in their third and fifth year of teaching if they have taught in a state-funded school in England since completing their ITT course. Eligible teachers, from a list of pre-selected category 5 or 6 local authorities (LAs) (as defined by the Achieving Excellence Areas methodology), will receive uplifted payments of £7,500 (instead of the £5,000) each in their third and fifth year of teaching. According to data from the most recent ITT census (2017), the number of trainees that would have been in scope of the pilot for this year would have been 1,990 – this number has been given to the contractor as an indication of the sample size for the Get into Teaching (GiT) survey. The exact number that will be in scope of the pilot will depend on recruitment for ITT 2018/19.

This phased approach to the bursary will offer less money up front than the current bursary for other high priority subjects (£26,000), but eligible teachers will receive more money overall (at least £30,000 by their fifth year of teaching). The phased bursary could result in more teachers being retained in the profession in the fifth teaching year, when compared to a £26,000 bursary up front. This is based on assumptions derived from existing evidence that increased monetary compensation will improve retention.

The pilot scheme will cover six years for the initial cohort starting ITT in AY2018/19 (one training year and five teaching years). The size of this cohort will depend on the number of trainees who start eligible ITT courses in 2018/19, and may include up to 2,000 individuals. The pilot may be extended to include another cohort of trainee teachers, and the potential cost for this cohort has been included in this evaluation.

2 AIM

The Contractor shall use all reasonable endeavours to achieve the overarching aims of the evaluation, which are to:

- assess whether the phased approach to maths bursaries has secured improved retention of maths teachers early in their careers.
- identify any impact on recruitment trends resulting from the phased approach.
- assess how the scheme has been delivered and perceived.

3 OBJECTIVES

In addressing these aims, the Contractor shall use all reasonable endeavours to address the following objectives:

- Assess the levels of recruitment into maths ITT and maths teaching compared to previous cohorts and different subjects.
- Assess impact of the scheme on retention of maths teachers in their early careers.
- Understand teachers' perceptions of the maths bursary scheme – what they thought of the delivery of the scheme, and why/how the change to payments would encourage them to stay in maths teaching (if at all).
- Understand if awareness and influence of the scheme affected recruitment into maths ITT and maths teaching.
- Understand the influence on choices to apply for maths ITT following registering interest and those that choose not to apply after registering interest.
- Capture insights from teachers as they progress through the scheme – whether their opinion of the scheme changes over time, as well as the opinions of subsequent cohorts.

The key research questions are likely to include, but not be limited to the following:

Evaluation of Recruitment

- Has the Maths Bursary Scheme impacted on the number of applicants for maths initial teacher training?
- How important is the PMB scheme relative to other recruitment schemes?
- Does this vary between different areas, including those with/without uplifted payments?
- How did participating teachers find out about the phased maths bursary and what do they think about it?
- To what extent, if any, are trainees moving to different areas to benefit from uplifted payments?

- What prompts trainees to move between areas?

Evaluation of Retention

- How long did the teachers receiving the phased bursary stay in teaching compared to those receiving the current bursary?
- What prompts them to stay/leave?
- How do retention levels in maths teaching compare between areas with and without the uplifted maths bursary?
- Has the Phased Bursary Scheme influenced eligible teachers' decisions to continue teaching? If so, why?

Evaluation of Process and Effectiveness of the Scheme

- How well did prospective and actual registrants to maths ITT understand the offer?
- How easy or difficult did participants find claiming the phased bursary payments?
- How could the Phased Maths Bursary scheme be improved?
- Why have eligible teachers chosen not to apply for the second and third phased payments (if applicable)?

4 METHODOLOGY AND TASKS

4.1 Summary of phases

The Contractor shall conduct the evaluation in four key elements as follows:

- Inception, administration and baseline research
- Longitudinal research
- Analysis
- Reporting

4.2 Inception, administration and baseline research methods

Inception

Following the post-tender meeting and from discussion with the Department, the Contractor shall produce a Project Initiation Document and a project information sheet that summarises the agreed scope and approach for the study, a clear timetable showing tasks and responsibilities, clear milestones for deliverables and an updated risk log.

Baseline and cross-sectional surveys of prospective trainees

The Contractor shall conduct an online survey in Spring 2018 with Get Into Teaching registrants to learn about the perceptions and understanding they have of the phased maths bursary scheme. This study will cover research questions relating to whether the PMB had impacted on applicants' decisions to apply for maths ITT, how participating teachers found out about the PMB and their opinions of it, how well prospective/actual registrants to maths ITT understood the offer, and learn how the PMB could be improved. A conservative estimate of 2,500 for the population of Get into Teaching registrants was given to the Contractor. The actual figure is unpublished and shall be shared with the Contractor upon signing this contract.

The potential target audience for this online survey is anyone with the required class of numerate graduate or postgraduate qualification in a subject requiring at least a grade B in A Level mathematics. The target audience shall be agreed with DfE prior to the commencement of the study on 23rd May 2018.

This online survey in Spring 2018 will act as a baseline for prospective trainees. In Spring 2020, a repeat cross-sectional survey will measure any changes in perceptions for key metrics (awareness of bursaries, understanding of offer, influence of the offer). The Contractor shall analyse the survey data and establish how attractive the bursary is compared to other incentives and the existing package. The Contractor will also collect and analyse views on the GiT marketing campaign and awareness of PMBs.

The length of each survey shall be a maximum of 15 minutes. The number of pre-coded and open questions in the survey shall be agreed between the Contractor and the Department. The Contractor shall ensure that 'other' options are available to allow specification of a response when a suitable pre-coded answer is not provided. The Contractor shall discuss and agree an approach to the un-coded responses with the Department. The Contractor shall design and administer online surveys using Confront software. Piloting of the survey shall be agreed between the Contractor and the Department. DfE shall agree and approve the questionnaire with the Contractor.

The Contractor shall ensure adequate response rate for the GiT survey through unique online links to track non-responses, and the Contractor shall send three targeted reminders. The Contractor shall achieve a boosted response rate with CATI. Telephone numbers from GiT registration will be used as a database for a sample frame for the online survey and boost CATI survey to increase response rates and data quality.

The Contractor shall create a survey link unique to the individual to track individuals' responses. Survey respondents shall be sent links to the surveys via email, and the contractor shall send reminders to participants who have not responded to boost the response rate. There shall also be a CATI boost to the survey to ensure an adequate response rate is achieved. The Contractor shall subcontract the undertaking of the CATI fieldwork to QA.

Of the estimated 2,500 population, the Contractor shall obtain a response rate of a minimum of 890 responses. The contractor shall achieve 750 responses from the online survey (based on a 30% response rate from 2,500 online sample) and a

further 140 responses from the CATI boost (based on a 20% response rate from a CATI sample of 700 contacts).

Qualitative focus groups with prospective trainees.

The contractor shall undertake four focus groups comprising of five students each, targeting final year undergraduates/postgraduates on highly numerate degree programmes, who would be eligible to undertake teacher training to become maths teachers. The Contractor shall conduct two focus groups in two HEIs (i.e. one HEI in London/South East and one in another region resulting in four focus groups in total). Each focus group will last an hour. The Contractor shall only recruit students and conduct research with those whose final exams have finished.

The Contractor shall purposively select HEIs based on location and factors such as the Research/Teaching Excellence Framework (TEF/REF) grading and proportion of undergraduates from the local area, to provide representation across the student body. The Contractor shall draw the sample from students in subjects that require a high-level of numeracy – requiring at least a grade B in A Level mathematics. The final profile of the target group shall be agreed with DfE and this will determine the number overall population available for sampling. The Contractor shall liaise with heads of department on numerate and qualifying degree programs to obtain and contact the sample, and arrange groups on HEI premises at a time suitable for students. The Contractor shall record the discussions with the respondents' permission and recordings shall be transcribed verbatim for quality assurance and analytical purposes. The Contractor shall agree and finalise with the Department how the sample is to be located and contacted.

The purpose of these initial focus groups shall be to cover two of the main research questions:

- To understand how bursaries could influence on recruitment into maths ITT and maths teaching; and
- To gauge deeper understanding of the offer and the relative merits of different component factors

The purpose of the groups is to seek views on bursaries and their potential influence on subsequent decision-making. This interview will consider the draw of different elements of the bursary and potential impact.

Telephone interviews with older graduate registrants

The Contractor shall conduct in-depth telephone interviews with older graduate GiT registrants. The sample shall be obtained from GiT registrants aged 30+ (to be assumed as older graduate registrants) and those who self-identify on the GiT application as “not having a degree and not studying for one”, or “graduate or postgraduate”.

The Contractor shall conduct 12 older graduate interviews with sample stratification guidelines of roughly half in London and the South East, and an equal mix by gender. The interviews shall last between 45-60 minutes, and shall be transcribed for analysis. A separate discussion guide shall be developed in addition to the undergraduate focus group guide.

Recruitment for the interviews shall be discussed and agreed with the Department.

The purpose of these interviews is to seek views on bursaries and their potential influence on subsequent decision-making. This interview will consider the draw of different elements of the bursary and potential impact.

Baseline and cross-sectional surveys of existing trainees

The Contractor shall undertake an online survey of maths trainees. The survey shall target all maths ITT trainees in the 2018/19 cohort in Spring 2019. The sample shall be obtained by the Contractor directly from the Teaching Regulation Agency's (TRA) Database of Qualified Teachers (DQT). The contractor shall obtain an achieved response rate of 640 survey respondents.

This survey will cover research objectives including:

- assessing the impact of the scheme on retention of maths teachers in their early career
- understanding teachers' perceptions of the PMB scheme
- understanding if awareness of the scheme has affected recruitment into maths ITT and maths teaching
- understanding the influence on choices to apply or not for maths ITT following registering interest
- capturing insight from teachers progressing through the scheme.

The Contractor shall use Confrmity software to administer the baseline online survey. The questionnaire and pilot shall be agreed with the Department. The Contractor shall achieve a baseline sample for the online surveys of at least 640 trainees. The design parameters shall mirror the registrants' survey. The surveys shall be limited to 15 minutes duration. The first wave will be conducted with trainees in the Spring of 2019. Cross-sectional waves will be administered in Spring 2020 and 2021.

Repeat, cross-sectional surveys shall be administered by the contractor to understand if and how perceptions between cohorts change. The Contractor shall obtain a sample of at least 640 trainees per repeat survey. In particular, changes in awareness of the scheme and especially the retention payment elements will be recorded. Trainees' views on the bursary process (application and claim processes) will also be captured to understand the impact of any administration processes over time.

Developing the secondary data panel

The Contractor shall subcontract the following work to Education Datalab.

Through the subcontractor, the Contractor shall ensure the linking of the Initial teacher training Performance Profiles (ITTPP) and the School Workforce Census (SWC) in order to calculate retention and recruitment rates at time points relevant to the evaluation. This will be done through the use of the Teacher Reference Number (TRN), using fuzzy matching based on non-unique fields for the small proportion of individuals without a correct TRN.

The Contractor, through the subcontractor Education Datalab, shall initially conduct this match using the 2015/16, 16/17, 17/18 and 18/19 maths and science ITT cohorts. If the policy is extended beyond the 2018/19 cohort, the Contractor and subcontractor will match in the data for each additional cohort, as it becomes available. The resulting panel dataset will be used to model the impact of the PMB.

4.3 Longitudinal Research

Longitudinal surveys of trainees

Longitudinal surveys of maths trainees shall be conducted by the Contractor at the notional end of the first teaching year i.e. 12 to 16 months after baseline. A census of all trainees giving permission for re-contact after their baseline interview in 2019, 2020 and 2021 will be conducted, regardless of whether the trainee moved into teaching.

Longitudinal fieldwork will be conducted using a mixed-mode approach (through email invitation, text reminders, and CATI follow-up calls) to ensure good value for money and the best possible response rates. Re-contact details shall be collected by the contractor at the baseline stage and shall include both a personal email addresses and a personal phone number. Between waves, the contractor shall maintain light touch correspondence with survey participants including, for example, signposting to any published research briefs or summaries regarding the study. At the point of the longitudinal survey, initial invites to participate online shall be issued by the contractor. After a couple of reminders, including a text reminder for mobile completion, the contractor shall use CATI follow-up calls to boost response rates. The survey length shall be no longer than 15 minutes. The Contractor shall ensure a response rate of at least 45%, an achieved sample of at least 300 on longitudinal surveys from 640 responses on baseline surveys. This is based on an attrition rate of 55%

In-depth longitudinal interviews with teachers

The Contractor shall draw a sample using a re-contact question to the trainee survey and a screener to identify those moving into teaching. The Contractor shall interview 30 Year 1 teachers from the Spring 2019 and Spring 2020 trainee cohorts i.e. Year 1 interviews shall be completed in the 2019/20 and 2020/21 academic years.

The Contractor shall conduct subsequent interviews in the sample's third teaching year when the first retention payment is made. This will be two years after the first interview and as attrition is expected, the Contractor shall secure an initial sample of 30 teachers in order to ensure 15 completed interviews two years later. Longitudinal in-depth interviews, with those who the Contractor has completed baseline interviews with, shall be conducted in the 2021/22 and 2022/23 academic years.

The purpose of the first-year teacher interviews shall be to learn more about their views on bursaries and to achieve a more detailed and comprehensive understanding about subsequent decision-making. This interview will cover elements of the bursary process (ease of payments, interaction with DfE and its agents, etc.) as well as self-reported views on the impact of the bursary. Subsequent interviews shall cover changes in perceptions of teaching and especially the influence of the

bursary. The timing of this interview means the Contractor can cover the influence of the first retention payment on decisions. It is also possible that some Year 1 teachers will have left the profession. Understanding why will be valuable because this will help identify whether anything in the design of the bursary could have challenged the choice to leave.

The Contractor shall undertake semi-structured telephone interviews using discussion guides to steer the conversation, ensuring key questions are covered whilst allowing flexibility to follow lines of enquiry which emerge during the interview. The discussions will be recorded with the respondent's permission and transcribed verbatim for quality assurance and analytical purposes. All interviews shall be transcribed. Interviews shall last between 45 minutes and an hour.

Updating the secondary data panel

The Contractor shall check new data (SWC and ITTPP) as it becomes available and append to the initial database. This work will be carried out annually from 2019/20 to 2022/23 inclusive in the second financial quarter of each year.

4.4 Data analysis and data quality of primary data

Survey data

Prior to analysis and after each phase of fieldwork, the Contractor shall undertake a series of quality checks to ensure the data is fit for analysis. This shall comprise of:

- Data cleaning and checking: the Contractor shall quality check, clean and assess all data. The Contractor shall optimise the quality of the data including, checks to remove base inconsistencies, recoding data into existing variables, and the creation and application of new codes from other responses where the number of responses allows. Any open response data shall be coded thematically to quantify the scale of the issues.
- Data modification and manipulation: the Contractor shall restructure variables to maximise the opportunities for statistical analysis including, but not limited to, recoding continuous data into categorical data to create variables such as age group.

The Contractor shall then undertake quantitative data analysis which will involve the interrogation of data in relation to the key aims and objectives of the evaluation. Top-line analysis will enable us to determine the bivariate analysis, such as cross-tabulations, that are possible given the sample size within key sub-groups.

The Contractor shall supplement descriptive statistical analysis with multivariate techniques including linear and logistic regression to explore relationships between dependent and independent variables and crucially the factors influencing the findings. This includes the use of MaxDiff to assess the relative merits of different elements of the bursary, paying especial attention to the shift towards retention payments in Years 3 and 5.

Qualitative data

The Contractor shall use NVivo software to capture and code the qualitative interview data. The contractor shall use this analysis tool to establish clear links between the evaluation objectives and the main themes derived from the data.

4.4 Analysis of secondary data

Impacts on recruitment

The Contractor shall aggregate the trainee panel by course, in order to evaluate the effect on recruitment, with each dataset row being a course. For example: Institute of Education physics; Institute of Education maths, etc. School Direct will be classed as a single provider, so we include rows for School Direct physics, School Direct Maths, etc. The Contractor shall estimate [REDACTED] models in order to evaluate the effect on recruitment.

Impacts on retention:

The Contractor shall use the disaggregated, trainee-level dataset in order to evaluate the effect on retention. The Contractor will evaluate the period between beginning ITT and leaving state-funded employment using time to event analysis – using standard discrete-time hazard models [REDACTED] which will estimate the probability that a teacher will leave in the next period, given that they have not left until now.

The final analytical techniques shall be agreed with the Department and if required, submitted to the Department for quality assurance.

4.5 Reporting

The Contractor shall deliver an Initial Report, Emerging Findings Report.

- > **Initial reporting:** A first report shall be produced by August 2018. This will summarise the findings from the baseline prospective trainee survey, focus groups with final year students / postgraduates and any initial reporting for the secondary data analysis.
- > **Emerging findings report:** This report will be delivered by July 2019. This will cover the baseline survey of trainees as well as substantive reporting on any early impacts arising from the secondary analysis.
- > **Annual impact summary:** The Contractor shall also provide an annual summary of any impact emerging from the time-series aspects of the secondary data analysis
- > **Ongoing dashboard reporting:** The Contractor shall produce data dashboards for surveys that will automate basic descriptive reporting of the surveys for the lifetime of the evaluation, including any secondary and primary data analysis, and shall remain accessible to the Department. The software for the online data dashboard shall be agreed with the Department.

- > **Final report and Research Brief:** A draft of the final report and research brief covering all findings from the evaluation will be delivered in July 2023 for sign off in September 2023.

4.6 Project Management

The Contractor shall ensure robust project management and quality assurance systems in place, underpinned by the principles of PRINCE2.

Based on initial discussions with DfE concerning this study and the proposed Evaluation of the Student Loan Reimbursement Scheme, the Contractor shall use a cross-project team to ensure streamlined management and capture findings between the PMB and Loan Reimbursement (LR) projects. This includes redeploying the original team members of both studies and making some adjustments to both teams. The cross-project team will comprise:

██████████
and
██████████
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██████████
will act as Project Manager to ensure successful delivery of the project and be responsible for research implementation and reporting.

The Contractor shall adopt a flexible, pragmatic and collaborative approach and will work closely with DfE throughout the study to ensure requirements are fully met.

The Contractor shall undertake regular project reviews and end-of-phase reviews to assist with forward planning. The Contractor's resource planning tool will review resourcing across the organisation to quickly identify additional capacity for a project in the event of unforeseen staff absence/turnover to prevent slippage. The Contractor shall seek approval from DfE before making any changes to the core delivery team.

The Contractor shall also have systems in place to monitor project income and expenditure and actual time spent to ensure projects remain on budget. For issues identified, alternate approaches shall initially be considered to help prevent the escalation of costs. Where this proves ineffective, the Contractor shall identify cost-savings in consultation with DfE's Project Manager.

The timing of catch up meetings shall be agreed between the contractor and DfE according to the intensity of project work, but are expected to take place weekly during the set-up phase.

A steering group meeting will take place every 6 months to review the project's progress and to ensure the Contractor's work is meeting the Department's needs.

Timeline

The tables below shows the tasks and outputs of the project and the corresponding dates. The Contractor shall produce a more detailed timetable of tasks, responsibilities and dates following the inception of the project.

The first table is designed to give a brief overview of the different work to be undertaken at different stages of the project in the project. **The second table gives a detailed year-by-year description of tasks and outputs required with specific end dates.**

The dates given in the second table are according to the Department's best current understanding of the project. Given the length of the evaluation, indicative end dates are given for later years, which may be revised in light of better understanding of resource and outputs closer to the time.

Task	Output	Date/s
Throughout project lifetime		
Project & risk management	Weekly written progress updates via email or update calls to inform DfE of progress.	Project lifetime
	Develop and maintain appropriate and up-to-date project documentation, including a project plan outlining key actions, milestones and deliverable dates. To be shared with DfE termly or as requested.	Project lifetime
	Develop and maintain a risk register for the project, including at the strand level. This should be monitored and discussed in the regular update calls.	Project lifetime
Stage 1: Inception, administration, and baseline research methods		
		Date/s (DfE Financial Year - April to March)
Project initiation		May 2018
Focus groups with undergraduates		June/July 2018
Telephone interviews with older graduate registrants		June/July 2018
Baseline/cross-sectional surveys of prospective trainees		Q1-2 2018/19; Q1-2 2020/21
Baseline/cross-sectional surveys of existing trainees		Q1-2 2019/20, 2020/21, 2021/22
Developing a secondary data panel		Q1-3 2018/19
Stage 2: Longitudinal research		
		Date/s (DfE Financial Year - April to March)

Longitudinal survey of existing trainees	Q2-3 2020/21, 2021/22, 2022/23
In-depth interviews with teachers (baseline)	Q2-3 2019/20, 2020/21
In-depth interviews with teachers (longitudinal)	Q2-3 2021/22, 2022/23
Updating secondary data panel	Q2 2019/20, 2020/21, 2021/22, 2022/23
Stage 3: Analysis and reporting	
	Date/s (DfE Financial Year - April to March)
Analysis of primary research data	Q3 2018/19, 2019/20; Q3-4 2020/21, 2021/22; Q4 2022/23; Q1 2023/24
Analysis of secondary panel data	Q3 2018/19, 2019/20, 2020/21, 2021/22, 2022/23; Q1 2023/24
Annual dashboard reporting	Q4 2018/19; Q3 2019/20; Q3-4 2020/21, 2021/22; Q4 2022/23
Initial report	1 st week August 2018/19
Interim mid-evaluation report	Q4 2020/21
Final report	Q4 2022/23; Q1-2 2023/24
Meetings	Q1, Q4 2018/19; Q4 2019/20, 2020/21, 2021/22, 2022/23; Q2 2023/24

Task	Output	End Date
2018/19		
Inception meeting and project initiation	Project initiation document, project information sheet delivered to DfE	23 rd May 2018
Focus groups with final year undergraduates/postgraduates	Development of topic guide, sampling, organising and running focus groups.	15th June 2018
Interviews with older graduates	Development of topic guide, sampling, organizing and conducting interviews.	22nd June 2018
Baseline surveys of prospective trainees (GiT)	Development and delivery of online survey.	6th July 2018
Analysis of primary research data	Data cleaning, checking, modification, manipulation. Descriptive statistical analysis, multivariate linear/logistic regression. NVivo analysis of qualitative findings.	13th July 2018
Meeting to review findings and project progress	Attending meetings.	27 th July 2018
Initial report	Initial report	1 st August 2018
Developing a secondary data panel	Linking the SWC and ITTPP with fuzzy matching.	10 th September 2018
Analysis of secondary panel data	Recruitment – <redacted>.	1st February 2019
Project meeting and annual dashboard reporting	Tableau annual reporting	1st March 2019
2019/20		
Baseline survey of trainees/teachers (Cohort 1)	Development and delivery of online survey.	31 st July 2019

Updating secondary data panel	Checking and appending of new data to existing database.	31st July 2019
Analysis of primary research data	Data cleaning, checking, modification, manipulation. Descriptive statistical analysis, multivariate linear/logistic regression. NVivo analysis of qualitative findings.	1st November 2019
Analysis of secondary panel data	Recruitment – <redacted>.	2 nd December 2019
Qualitative baseline interviews with teachers (Cohort 1)	Developing research tools, conducting interviews.	3rd December 2019
Annual dashboard reporting	Tableau annual reporting.	10th December 2019
Emerging findings report	Emerging findings report – final	3rd February 2020
Meeting	Attending meeting	2nd March 2020
2020/21		
Baseline survey of trainees/teachers (Cohort 2)	Development of online survey.	3 rd August 2020
Longitudinal survey of prospective trainees (GiT)	Development of online survey.	4 th September 2020
Updating secondary data panel	Checking and appending of new data to existing database.	4th September 2020
Longitudinal survey of trainees/teachers (Cohort 1)	Development of online survey.	3 rd December 2020
Qualitative baseline interviews with teachers (Cohort 2)	Developing research tools, conducting interviews.	3rd December 2020
Analysis of primary research data	Data cleaning, checking, modification, manipulation. Descriptive statistical	11 th December 2020

	analysis, multivariate linear/logistic regression. NVivo analysis of qualitative findings.	
Analysis of secondary panel data	Recruitment – <redacted>.	11th December 2020
Annual dashboard reporting	Tableau annual reporting.	19 th February 2021
Meetings	Attending meetings.	5th March 2021
2021/22		
Baseline survey of trainees/teachers (Cohort 3)	Development of online survey.	3rd August 2021
Updating secondary data panel	Checking and appending of new data to existing database.	31st August 2021
Analysis of secondary panel data	Recruitment <redacted>.	30th November 2021
Longitudinal qualitative interviews with teachers (Cohort 1)	Developing research tools, conducting interviews.	3rd December 2021
Analysis of primary research data	Data cleaning, checking, modification, manipulation. Descriptive statistical analysis, multivariate linear/logistic regression. NVivo analysis of qualitative findings.	28 th January 2022
Annual dashboard reporting	Tableau annual reporting.	28 th January 2022
Meetings	Attending meetings.	4th March 2022
2022/23		
Updating secondary data panel	Checking and appending of new data to existing database.	2nd September 2022
Analysis of secondary panel data	Recruitment – <redacted>	25th November 2022

Longitudinal survey of trainees/teachers (Cohort 3)	Development of online survey.	9 th December 2022
Longitudinal interviews with teachers (Cohort 2)	Developing research tools, conducting interviews.	9 th December 2022
Analysis of primary research data	Data cleaning, checking, modification, manipulation. Descriptive statistical analysis, multivariate linear/logistic regression. NVivo analysis of qualitative findings.	13 th January 2023
Meetings	Attending meetings.	24 th February 2023
Annual dashboard reporting	Tableau annual reporting.	3 rd March 2023
Final report	Drafting final report	3 rd March 2023
2023/24		
Analysis of primary research data	Data cleaning, checking, modification, manipulation. Descriptive statistical analysis, multivariate linear/logistic regression. NVivo analysis of qualitative findings.	5 th May 2023
Analysis of secondary panel data	Recruitment – <redacted>	5 th May 2023
Meetings	Attending meetings	18 th August 2023
Final report	Final report	25 th August 2023

5. STAFFING

The Contractor's Team

The contract shall be led by CFE in consortia with Education Datalab.

[REDACTED]

CFE, shall have quality assurance responsibility for the whole study.

[REDACTED]

CFE, shall act as Project Manager to ensure successful delivery of the project and be responsible for research design, implementation and reporting.

[REDACTED]

CFE, will act as the Project Director accountable for strategic oversight, contract compliance and quality assurance of outputs and deliverables.

[REDACTED]

, CFE, will lead on primary survey data administration and analysis, including annual dashboard reporting via Tableau.

[REDACTED]

, CFE, shall have responsibility for survey administration and all initial survey scripting and open-response coding, and shall be the lead coder for qualitative data.

[REDACTED]

CFE, will oversee the CFE cross-project team and co-ordinate work with the Loan Reimbursement Evaluation to bring efficiencies.

[REDACTED]

, CFE, will lead the CFE cross-project team and co-ordinate work with the Loan Reimbursement Evaluation to bring efficiencies.

[REDACTED]

, Education Datalab, will oversee all Datalab work on the project ensuring integrity of the analysis from initial applications for the data through to write-up.

[REDACTED]

will maintain the panel dataset by adding data on new cohorts as and when they arrive and will ensure the project is delivered on time and to a high quality.

[REDACTED]

, Education Datalab, shall be responsible for the analysis of the data and write up of the project.

[REDACTED]

will ensure that research gets as close as possible to isolating the impact of the intervention and that this is communicated in clear, non-technical language in the final report.

[REDACTED]

, Education Datalab, shall be responsible for the fuzzy matching process linking the School Workforce Census and Initial Teacher Training Performance Profiles.

██████████ shall ensure the Contractor achieves the highest possible accurate match rate between the two datasets.

6 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. 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.

7. RISK MANAGEMENT

The Contractor nominates ██████████, to monitor and update the risk log throughout the life of the project. If an issue arises, the contractor shall will log it formally through the regular progress reports and discuss its implications with DfE to ensure that we find a mutually agreed solution. Should a serious issue occur the Contractor shall advise DfE of it immediately.

The following risks and their mitigations have been identified on commencement of the project and shall be reviewed on an ongoing basis throughout the lifespan of the project.

Risk description	Probability* (H,M,L)	Impact* (H,M,L)	Risk mitigation (countermeasures and contingencies)
Confusion over eligibility criteria for a PMB which, GiT advise, is determined by individual ITT providers. This leads to challenges in evaluating eligible teachers and trainees understanding of the scheme.	M	L	The Contractor would confirm eligibility criteria with DfE and would develop a summary of this to be used to respond to any questions asked by teachers or trainees participating in the evaluation. The Contractor would ensure that the survey instruments and interview topic guides offer the upmost clarity in the construction of questions regarding awareness, understanding and eligibility. If it appears that there is confusion regarding eligibility then the Contractor shall report this back to DfE.
Slippage on agreed milestone timings	M	M	Advance notice should be given to DfE where the Contractor believes timings could slip. A project plan with agreed milestones should be regularly reviewed/maintained.
Low response rate to the online baseline and cross sectional	M	H	The Contractor shall implement an array of measures to maximise response rates including working with DfE to ensure that ITT

surveys of prospective trainees, trainees and teachers.			providers and schools are aware of the survey and encourage participation. The Contractor shall will also develop a briefing document explaining the importance of the survey, the anonymity, data security and an experienced fieldwork team to promote the research and answer queries. This shall be supported by the application of the principles of good survey design, including a carefully constructed introduction to the surveys and accompanying email which engages potential respondents. Survey routing will ensuring respondents' route through the survey is as quick as possible based on previous answers. The Contractor shall also include provision for CATI boosts, so that those registered can complete the survey by telephone where valid numbers are available.
Timing of final year / postgraduate focus groups leads to difficulties in recruitment.	M	M	The Contractor shall use its contacts in a number of HEIs to organise and deliver groups quickly. The Contractor shall ensure exams are completed for attendees. An incentive of [REDACTED] shall be provided to encourage participation. The Contractor shall also offer a fall-back position of conducting early interviews with known registrants if recruitment proves impossible.
By asking survey respondents about their awareness of the scheme we will be introducing awareness of the scheme to the target audiences.	M	L	By asking unaided and aided awareness at the start of the questionnaires, the Contractor shall would establish levels of awareness of PMB in the target audiences' prior to introducing the incentive. Aided awareness is asked through a prompted list of similar initiatives to provide comparative data and remove research influence. For those not aware, the Contractor shall would create a short synopsis of the incentive / bursary, so that all respondents are able to respond to questions on understanding and potential future actions. The Contractor shall identify those aware and not aware in the data to analyse whether this has an impact on their understanding and behaviour towards the PMB.
Low engagement from teachers, low willingness to participate in-depth longitudinal interviews.	M	H	The Contractor's strategies will include designing evaluative tools that accommodate the preferences of teachers, timetabling evaluative activities to take account of school-level commitments to maximise participation (such as offering out of school hours appointments for the completion of telephone interviews), as well as highly effective topic guide design and sample maintenance procedures to achieve high engagement rates..
Other surveys with prospective trainee teachers take place concurrently and overburden them	H	M	Should different pieces of fieldwork take place concurrently, the Contractor shall seek to manage the timing of any communications and the disseminations of the surveys, so that

thereby compromising response rates.			prospective trainee teachers do not feel confused, overburdened or harassed.
Failure to deliver the findings to deadline and to maintain the momentum in the context of unplanned staff absences and loss of staff.	L	H	<p>The Contractor shall ensure a number of researchers with the appropriate technical experience and skills can assume responsibility for projects when there are unplanned absences. Deputy project managers who can assume responsibility for the day-to-day implementation of projects in the event of unanticipated staff absence are central to our quality-assurance and risk mitigation strategies. Each manager and director shall have a shadow who can step in to take over without a comprehensive handover being required. The Contractor shall also use a network of experienced and skilled associates upon whom can be called if required.</p> <p>Effective communication between CFE and DfE, and robust project management will ensure the project is delivered to deadline. Progress will be reviewed at regular KITs. The project plan will include clear milestones for DfE so the contract manager is able to provide feedback and sign off of key deliverables (e.g. data collection tools, evaluation plans) in the timeframe required to ensure the project remains on schedule. CFE have a number of researchers with the appropriate experience and skills who can cover projects during unplanned absences.</p> <p>Education Datalab guarantee the replacement of its researcher responsible for the analysis of the data and write up of the project with a researcher of at least equivalent expertise.</p>
Delays in receiving ITTPP/ SWC data (including securing the necessary permissions).	M	M	The Contractor shall work with data custodians as soon as contract is agreed to specify requirements, the lawful basis for sharing data under GDPR and secure relevant data permissions. The Contractor shall revise project timescales if necessary.
The length of time required to return results and findings, particularly of impact, limits the immediate value added by the evaluation to the policy making process and to decision making about the future of the PMB.	L	H	The Contractor shall create an online data dashboard that DfE can access after surveys are completed. The Contractor shall also offer ongoing reporting on the findings from the secondary data analysis. The Contractor shall report on outcomes to the DfE each time the SWC is updated to provide an annual update on whether or not the programme is having an impact.

8 DATA COLLECTION

The Department seeks to minimise the burdens on Schools, Teachers, 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.

9. CONSENT ARRANGEMENTS

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

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
Completion of online baseline survey of prospective trainees and focus groups of undergraduate students and in-depth interviews with older graduates. Delivery of Initial Report for August 2018. (2018/19)	██████████	01/08/2018
Delivery of dashboard reporting (2018/19)	██████████	01/03/2019
Completion of baseline survey of trainee/teachers. Delivery of emerging findings report and dashboard reporting. (2019/20)	██████████	03/02/2020
Completion of cross-sectional survey for prospective trainees, cross-sectional survey of existing trainees, longitudinal survey of existing trainees, and baseline in-depth interviews with teachers. (2020/21)	██████████	19/2//2021
Completion of cross-sectional surveys of existing trainees, longitudinal survey of existing trainees, baseline	██████████	28/01/2022

interviews with teachers. Delivery of dashboard reporting.		
Completion of longitudinal survey for existing trainees, longitudinal interviews with teachers. Delivery of dashboard reporting. (2022/23)		03/03/2023
Completion of longitudinal interviews with teachers. Delivery of final report. (2023/24)		25/08/2023

Expenditure for the financial year 2018-2019 shall not exceed all

exclusive of VAT.

Expenditure for the financial year 2019-2020 shall not exceed

exclusive of VAT.

Expenditure for the financial year 2020-2021 shall not exceed

exclusive of VAT.

Expenditure for the financial year 2021-2022 shall not exceed

exclusive of VAT.

Expenditure for the financial year 2022-2023 shall not exceed

exclusive of VAT.

Expenditure for the financial year 2023-2024 shall not exceed

exclusive of VAT.

Total Project expenditure shall not exceed **£199,860** exclusive of VAT.

The length of the evaluation is dependent on whether the pilot scheme is continued or discontinued. A decision about continuation is to be taken in August 2018. If continued, a further decision will be taken in August 2019 on whether to continue the scheme indefinitely. If the pilot scheme is discontinued, the evaluation will no longer cover subsequent cohorts and the evaluation will be reduced in its scope.

- 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.

Invoices shall be sent to the

██████████

and/or by email to

██████████

- 6 . Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after

consultation with the Contractor, would reasonably have been required for that purpose.

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

End of Schedule Two

SCHEDULE THREE

1. Contractor's Obligations

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

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

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

5. Contractor's Employees and Sub-Contractors

- 5.1 Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the

Contract (the "Sub-contractor") it shall ensure prompt payment in accordance with this clause 5.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

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

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

- 5.2 The Department shall be entitled to withhold payment due under clause 5.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 5.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).
- 6.7. 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

7. Ownership of Intellectual Property Rights and Copyright

- 6.1. Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Contractor
- 6.2. The Contractor hereby grants to the Department a non-exclusive licence without payment of royalty or other sum by the Department in the Copyright to:
 - 6.2.1 do and authorise others to do any and all acts restricted by the Act as amended from time to time or replaced in whole or part by any statute or other legal means in respect of any Copyright Work in the United Kingdom and in all other territories in the world for the full period of time during which the Copyright subsists; and
 - 6.2.2 exercise all rights of a similar nature as those described in Clause 6.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world.
- 6.3. Each party will at the request and reasonable expense of the other execute all such documents and do all such acts as may be reasonably necessary in order to vest in the other the rights granted to the other under this Clause 6.

7. Data Protection Act

- 7.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule [X] by the Department and may not be determined by the Contractor.
- 7.2. The Contractor shall notify the Department immediately if it considers that any of the Department's instructions infringe the Data Protection Legislation.
- 7.3. The Contractor shall provide all reasonable assistance to the Department in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Department, include:

- (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 Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 4, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Department before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the:

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

(c) ensure that :

- (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Contractor's duties under this clause;
- (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Department or as otherwise permitted by this Contract; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

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

- (i) the Department or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Department;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Department in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data;
 - (e) at the written direction of the Department, delete or return Personal Data (and any copies of it) to the Department on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.
- 7.5. Subject to clause 17.6, the Contractor shall notify the Department immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 7.6. The Contractor's obligation to notify under clause 7.5 shall include the provision of further information to the Department in phases, as details become available.
- 7.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
- (a) the Department with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Department

to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Department, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Department following any Data Loss Event;

(e) assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.

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

(a) the Department determines that the processing is not occasional;

(b) the Department determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

7.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

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

(a) notify the Department in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Department;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and

(d) provide the Department with such information regarding the Sub-processor as the Department may reasonably require.

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

7.13. The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

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

8. Department's Data

- 8.1 The Contractor shall employ appropriate organisational, operational and technological processes and procedures to keep the Department's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the Department.
- 8.2 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Department's Data.
- 8.3 The Contractor shall not store, copy, disclose, or use the Department's Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Department.
- 8.4 To the extent that the Department's Data is held and/or processed by the Contractor, the Contractor shall supply that the Department's Data to the Department as requested by the Department in the format specified by the Department.
- 8.5 The Contractor shall take responsibility for preserving the integrity of the Department's Data and preventing the corruption or loss of the Department's Data.
- 8.6 The Contractor shall ensure that any files containing the Department's Data are stored on the Contractor's secure servers and/or secured IT equipment. The Contractor shall ensure that the Department's Data relating to the project is segregated from other data on their IT systems.
- 8.7 The Contractor shall not keep the Department's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CESG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for

transferring the Department's Data should be encrypted to the FIPS 140-2 Standard.

- 8.8 The Contractor shall keep an audit trail of where the Department's Data is held, including hardware, laptops, drives and devices.
- 8.9 The Contractor shall ensure that the Department's Data is stored in locked cabinets.
- 8.10 The Contractor shall ensure that the Department's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the Department's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 8.11 The Contractor shall perform secure back-ups of all the Department's Data and shall ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the Department at all times upon request.
- 8.12 The Contractor shall ensure that any of the Department's Data to be sent between the Contractor's offices/staff, and/or the sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Contractor shall ensure that the password for files is sent separately from the data to the named recipient of the data. The Department's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.
- 8.13 If the Department's Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Department may:
 - 8.13.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of the Department's Data shall do so as soon as practicable and/or
 - 8.13.2 itself restore or procure the restoration of the Department Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- 8.14 If at any time the Contractor suspects or has reason to believe that the Department's Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Department immediately and inform the Department of the remedial action the Contractor proposes to take.

9. Warranty and Indemnity

- 9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
 - 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
 - 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.
- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.
- 9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any

other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

- 10.1. This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.
- 10.2. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-

10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or

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

10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or

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

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

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

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

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

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

10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

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

11. Status of Contractor

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

12. Freedom of information

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

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

13. CONFIDENTIALITY

- 13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 13.1.1 treat the other party's Confidential Information as confidential

and safeguard it accordingly; and

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

13.2 Clause 13 shall not apply to the extent that:

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

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

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

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

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

13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.

13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:

13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is

not part of any Crown Body or any Contracting Department;

13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;

13.6.3 for the purpose of the examination and certification of the Department's accounts; or

13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.

13.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.

13.8 Nothing in this clause 13 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

13.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

13.10 Subject to Clause 13.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

13.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.

13.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

14. Access and Information

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

Contractors employees.

15. Transfer of Responsibility on Expiry or Termination

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

16. Tax indemnity

- 16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5 The Department may terminate this contract if-
 - (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or

- (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9 The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 16.10 The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

17. Amendment and variation

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

18. Assignment and Sub-contracting

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

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

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

20. Waiver

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

21. Notices

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

22. Dispute resolution

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

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

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

either party at any time of such party wishing to commence court proceedings/arbitration.

23. Law and Jurisdiction

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

24. Discrimination

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

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

25. Safeguarding children who participate in research

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

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

26. Project outputs

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

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

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

End of Schedule Three

Schedule 4 Processing, Personal Data and Data Subjects

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

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<p>School Workforce Census / Initial Teacher Training Performance Profiles (SWC/ITT) <i>Data to be processed on the recruitment and retention levels of teachers – to be taken from the School Workforce Census (SWC) and Initial Teacher Training Performance Profiles (ITTPP).</i></p> <p>Get into Teaching Registration Database (Gitr) <i>Direct surveying (online & telephone) and in-depth telephone interviews are proposed with individuals registering on the Get into Teaching website. DfE is data controller for these contact records.</i></p>
Duration of the processing	<p>SWC/ITT <i>15th June 2018 – 1st September 2024</i></p> <p>Gitr <i>Wave 1: 25th May – 26th October 2018</i> <i>Wave 2: 5th May to 30th October, 2020</i></p>
Nature and purposes of the processing	<p>SWC/ITT <i>Data from the SWC and ITTPP will be securely transferred from the controller to the processor. The processor will organise, structure, and store the data, cleaning the data ready for data analysis. The data will then be used to monitor the impact of the Phased Maths Bursary scheme on the recruitment and retention of maths teachers.</i></p> <p>Gitr <i>Data from the Gitr will be securely transferred from the controller to the processor. The processor will organise, structure, and store the data, cleaning the data ready for use with primary research work. Surveys and in-depth interviews will be used to understand prospective trainees' views on Phased Maths Bursaries, including the self-reported impact of bursaries on decision-making.</i></p> <p>Both datasets <i>The findings from all resulting analysis will be disseminated via an initial report, emerging findings reports, and a final</i></p>

	<i>report. Data will be annually accessible and updated with an online workboard via Tableau.</i>
Type of Personal Data	<p><i>SWC includes all personal details about teachers in the workforce - include names, DoBs, NI numbers and details about their employment, salary, contract, etc.</i></p> <p><i>ITTPP includes names, DoB, the providers they are undertaking their training at, their qualification outcomes and data about their employment details.</i></p> <p><i>GITR includes names, email addresses, telephone numbers and variables that identify characteristics for potential teaching roles such as subjects studied.</i></p>
Categories of Data Subject	<i>Students, pupils, teachers, schools, ITT providers, trainees, registrants.</i>
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>SWC/ITT <i>Data will be retained for the length of the contract (15th May 2018 – 1st December 2024).</i></p> <p><i>Upon the ending of the contract, the data will be destroyed.</i></p> <p>GITR <i>Data for Wave 1 of the survey work will be retained until 26th October 2018; data for Wave 2 until 30th October, 2020.</i></p> <p><i>Upon the ending of fieldwork and reporting, the original data will be destroyed. Records suitable for longitudinal work associated with the contract will be retained if informed consent is provided for such a purpose by the individual.</i></p>

End of Schedule Four

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

Signature

Name in CAPITALS

Position and Address

Date

Authorised to sign for and on
behalf of the Contractor

Signature

Name in CAPITALS

Position and Address

Date