



## Department for Education

### **CONTRACT FOR 'PROGRAMME FOR INTERNATIONAL STUDENT ASSESSMENT (PISA) 2018 NATIONAL CENTRE FOR ENGLAND, WALES AND NORTHERN IRELAND.**

**PROJECT REFERENCE NO: EOR/SBU/ 2015009**

This Contract is dated 12 April 2016

#### **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) NFER Trading Limited whose registered office is NFER, The Mere.Upton Park, Slough Berkshire. SL1 2DQ ("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/ 2015009

#### **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 December 2020.

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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"	David Charlton, Department for Education, Learning and Conference Centre, Triumph road, Nottingham, NG8 1DH 0115 9829376/ 07812741918 <a href="mailto:david.charlton@education.gsi.gov.uk">david.charlton@education.gsi.gov.uk</a>
"the Contractor's Project Manager"	Juliet Sizmur, NFER, The Mere, Upton Park, Slough, Berkshire, SL1 2DQ 01753 637143 <a href="mailto:j.sizmur@nfer.ac.uk">j.sizmur@nfer.ac.uk</a>
"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;

"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 Controller"

shall have the same meaning as set out in the Data Protection Act 1998;

"Data Processor"

shall have the same meaning as set out in the Data Protection Act 1998;

"Data Protection Legislation"

the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

"Data Subject"

shall have the same meaning as set out in the Data Protection Act 1998;

"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"

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

(i) supplied to the Contractor by or on behalf of the Department; or

(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or

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

"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"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).
"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"	shall have the same meaning as set out in the Data Protection Act 1998;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and <b>"Regulatory Body"</b> shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"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;
- "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**

England, Wales and Northern Ireland participate in international comparison studies to benchmark our education policy and performance against other countries, review our system strengths and weaknesses in an international context, and monitor trends over time according to independent measures. The information collected is a vital part of the evidence base in each of England, Wales and Northern Ireland, allowing us to hold ourselves accountable for providing our young people with a world-class education system, and enabling us to learn from the policies and practices in other countries. The Organisation for Economic Cooperation and Development (OECD) Programme for International Student Assessment (PISA) is one such study.

PISA is a triennial study, which first took place in 2000. It aims to evaluate education systems worldwide by measuring the knowledge and skills of pupils close to the end of compulsory education in reading, mathematics and science. The study aims to explain differences in pupil performance across and within participating countries through analysis of pupil test scores, alongside contextual information on pupil characteristics and engagement, school management, and national policy. Samples of 15-year-olds representing around 70 countries and economies are expected to participate in PISA 2018. The 2018 study focusses specifically on reading and introduces a new measure of pupils' global competence. The tests and background questionnaires will be computer-based.

OECD appoints an international contractor (in practice, a consortium). The international contractor is responsible for the design and implementation of PISA at the international level. The responsibilities of the international consortium (steered by the Pisa Governing Board) and with input from National Centres) include:

- Development of assessment framework and test items;
- Drawing school sample (using data provided by National Centres);
- Collating data (cleaned and marked by National Centres) for analysis and production of international reports; and
- Providing participating countries with data for production of national and sub-national reports, including (in the case of UK) for England, Scotland, Wales, and Northern Ireland individually.

The programme is jointly funded by each administration (the Welsh Government and the Department of Education Northern Ireland) proportionate to the number of schools in the drawn sample and is managed by an operational management group of representatives from each government administration. Scotland takes part in PISA as an independently adjudicated region and administration of PISA in Scotland is overseen by the Scottish Government under a separate contract

**PISA study design (core and optional components)**

The PISA study consists of a core, which all participating countries must undertake to the same specification, and a number of optional components, which countries may choose to administer alongside the core.

The PISA 2018 core consists of:

- A test of a nationally representative sample of 15-year-olds' reading, mathematics, science and global competence. The tests will be administered in the sampled schools through computer-based assessments lasting two-hours. Each pupil assessment will contain a mixture of open-ended and multiple-choice questions linked to real-life situations from the full

PISA question bank. Pupils take different combinations of test items. In 2018, the assessments will have a particular focus on reading competence.

- A computer-based background questionnaire (up to 60 minutes in duration) asking the sampled pupils about their characteristics, schools and learning experiences.
- A One hour computer-based questionnaire asking the head teachers of sampled schools about their school policy and learning environment.

The assessment of 'global competence' is new to PISA 2018 (each PISA cycle a new developmental domain is included within the PISA core assessment). The aim is to measure the extent to which pupils leave school equipped with the attitudes, knowledge and skills to work and live in a global society.

Whilst a number of the optional components offered for PISA 2018 would provide additional insight and analytical opportunity to better understand aspects of England's PISA performance, the decision has been made to participate in the following optional components:

- an ICT familiarity questionnaire and
- an education career questionnaire (out-of-school tuition)

Participation in both options will be reviewed following field trial and the pricing model here-in is flexible to allow for these elements not to be taken forward to main study.

Wales and Northern Ireland have chosen not to participate in any of the optional components. NFER will liaise with the consortium and the operational management group to agree the most efficient delivery within the SDS for each country.

## **2. AIM**

The Department for Education, Welsh Government and Department of Education Northern Ireland require the contractor to deliver the following high-level objectives as National Project Manager (NPM) and National Centre:

- Provide the role of National Project Manager and National Centre for England, Northern Ireland and Wales to the OECD and their international contractors.
- Administer PISA 2018 (core and selected optional components) in England, Wales and Northern Ireland to the OECD's international project specification, meeting strict operational and response rate requirements.
- Undertake the sampling, data collection, coding and data cleaning requirements for the PISA 2018 study (including optional elements where appropriate), and requested national data analysis in addition to that undertaken by the international consortium.
- Develop and deliver an appropriate communication and dissemination plan, which ensures the key findings from the PISA 2018 study are shared and understood within the national context of each of England, Northern Ireland and Wales. As a minimum, this should include the publication of a national PISA 2018 research report outlining the key findings for education policy design and delivery for each of England, Northern Ireland and Wales, to coincide with the publication of international findings.

### **3. TASKS AND SCHEDULE OF WORK**

The exact requirements and deliverables of the project are subject to change due to OECD requirements and specifications taking precedence. The tables presented on the following pages specify the deliverables the contractor shall complete and the identification of key products/ outputs and the proposed delivery date(s).

<b>(1) <u>Effective programme management and reporting</u></b>	<b>Outputs/ products</b>	<b>proposed delivery date</b>	<b>Quality measures</b>
a) Following project start-up, the National Centre will develop and agree a project initiation document (PID) with the operational management group.	Project initiation document (PID)	April 2016	PID reviewed and agreed
b) The DfE will chair monthly operational group meetings, at which the National Centre is expected to contribute significantly. In particular, the National Centre will be responsible for developing and maintaining appropriate and up-to-date project documentation, and providing a secretariat for the group meetings. As a minimum, the project documentation should include status reporting tools and registers of project assets (including datasets), risks, issues, key milestones and decisions.	Monthly checkpoint reports - provided prior to each meeting. Reports will include activities update, highlight risks and issues and detail forthcoming activities.	1st Tuesday of each month	Minutes and action points circulated within 48 hours of the meeting and agreed.
c) The contractor is responsible for developing and maintaining effective working relationships with stakeholders and ensuring communications remain professional throughout the project life cycle.	Regular communication and negotiation with stakeholders.	as required	Appropriate actions taken and deadlines met.
c) The National Centre will be responsible for the identification and management of risks and issues and will agree and develop appropriate escalation processes with the operational management group.	Risk log - produced and regularly updated. Risks discussed with operational group and mitigation put into place.	Ongoing assessment of risks. Risk reporting at monthly meetings.	Countermeasures and contingencies implemented to minimise risks
d) The National Centre will provide the OECD and their international contractors with timely project documentation and progress reports (likely through the PISA 2018 project portal), as requested. This will include conduct reports on each of the field trial and main study.	Documentation and instruments - submitted to the international contractors, including the reviews of the field trial and main study.	as required	Submissions approved by the international contractors
e) The National Centre will be expected to provide the operational management group with a conduct report documenting costs, delivery successes and lessons learnt, following the PISA 2018 field trial and main study.	Field trial and main study conduct reports.	by October 2017	Lessons learned identified to inform main study.

f) The National Centre is required to establish an expert advisory group, providing clear terms of reference and agreeing the membership with the Department.	Advisory group formed	April 2016	Department agree group membership and terms of reference
g) The National Centre must attend around six National Project Manager meetings and three training events throughout the duration of the project, which may involve long-haul travel. The contractor must influence decision making at meetings through actively promoting the QUK requirements. A meeting must be provided following each meeting for the operational management group.	NPM attendance at international meetings. Follow-up report on meeting for operational management group	within 2 weeks of the meeting	Issues relevant to QUK promoted. Report accepted.
h) The National Centre is required to develop an effective project closure strategy, to include a closure report for the operational management group, and input to international project review and reporting, as required. The closure report should include (but not be limited to) a review of deliverables completed, benefits realised, asset register, lessons learned and strategy for destroying data.	Closure plan Closure report	as required	Plan agreed Report accepted

<b>(2) <u>Adaption and quality assurance of study instruments and guidance documents for the context of England, Wales and Northern Ireland</u></b>	<b>Outputs</b>	<b>proposed delivery date</b>	<b>Quality measures</b>
a) As required by OECD, the National Centre must propose, and gain international consortium approval of, cultural adaptations to study materials and guidance documents. The adaptations should ensure that the language is familiar to pupils and relevant to the education systems of England, Wales and Northern Ireland. The National Centre will be responsible for implementing the agreed cultural adaptations of the study instruments within the computer delivery platform.	All assessment materials, questionnaires and school level materials (including manuals)	by February 2017 (field trial) by September 2018 (main study)	Adaptations approved by international contractors.

b) As required by the Welsh Government, the National Centre must translate the PISA 2018 study materials into Welsh language using the Welsh Government's language scheme. The National Centre must gain the agreement of the PISA consortium (where applicable) and Welsh Government to the method of translation to be used, items to be translated, and timing of translation and publication of materials. The number of words to be translated (excluding trend items) is detailed in communication from the consortium of 2 February 2016.	Translation Plan. Welsh translations of assessment materials and questionnaires.	Translation Plan to international contractor and Welsh Government by April 2016. Assessment and questionnaire materials: by February 2017 (field trial) by September 2018 (main study)	Translation Plan agreed. Adaptations approved by international contractors.
c) The National Centre must also make available Welsh language versions of study manuals, correspondence with schools, families and pupils, The national report for Wales and other dissemination outputs, as requested by and agreed with the Welsh Government's representative to the operational management group. Subject to agreement with the Welsh Government's representative to the operational management group, all Welsh language materials will be required to be available at the same time as English language versions. In the case of Northern Ireland and England, no provision for minority language is required.	All materials for schools, families, pupils or the public in Wales.	as required	Materials in Welsh available as same time as those in English for Wales
d) The National Centre should report to the operational management group any opportunities to be involved in the piloting of new materials to be used within the core study, or the 2018 optional components, and make an assessment as to the benefit of doing so. Should piloting be recommended and agreed by the operational management group, the National Centre will be responsible for undertaking piloting in a handful of schools identified and engaged by the National Centre on behalf of the international consortium.	Information and recommendations on opportunities as/if they arise.	As opportunities arise	Timely information to allow informed decision making.
e) National entities can choose to include a limited number of additional national option questions in their pupil and school questionnaires to address priority evidence gaps. The National Centre must propose and agree with the operational management group (to be signed off by the international consortium) up to five supplementary national option questions to be appended to each of the pupil and	Additional questions - proposed and informed advisory groups and operational management group	by 29 April 2016	Questions are selected to provide data in line in with policy priorities

school questionnaires in England, Northern Ireland and Wales.			
f) The National Centre must work closely with the international consortium to understand the technical specifications and logistical requirements of the test delivery system, provide input when required, and ensure that final specifications accommodate the school ICT environment in England, Northern Ireland and Wales and the lessons learnt from PISA 2015 test delivery.	Student Delivery System - optimised for use in for QUK	by February 2017 (field trial) by September 2018 (main study)	SDS functions in QUK schools

<b>(3) Sampling procedures</b>	<b>Outputs</b>	<b>proposed delivery date</b>	<b>Quality measures</b>
a) Following submission by officials of initial sampling information to the international contractors, the National Centre must finalise sampling procedures for field trial and main study. This will include confirmation of stratification variables, sampling frames and justification for exclusions.	Sampling frame	by August 2016 (field trial) by March 2018 (main study)	Sampling frame agreed
b) The international consortium will draw the main (and two replacement) school samples for each of the PISA 2018 field trial and main study using the most up to date and accurate school information.	Samples drawn - based on up-to-date information provided to international consortium	by September 2016 (field trial) by April 2018 (main study)	Samples are representative
c) The National Centre must obtain appropriate information from participating schools to enable them to draw the pupil sampling frame, and draw the sample of 15-year-old pupils in each selected school using software provided by the international consortium.	Pupil lists - gathered during school recruitment process Pupil sample - drawn using KeyQuest	by February 2017 (field trial) by September 2018 (main study)	Pupil samples drawn

<b>(4) <u>Recruitment of a satisfactory number of sampled schools and pupils to take part in both the PISA field trial and main study</u></b>	<b>Outputs</b>	<b>proposed delivery date</b>	<b>Quality measures</b>
a) The National Centre must develop, agree with the operational management group, and implement a strategy for managing school and pupil recruitment risks to ensure that school and pupil response rate targets are met (following delivery of the field trial the strategy should be reviewed and changed for main study).	School recruitment strategy (in proposal) - including weekly updates on recruitment (daily if required) Risk log - specific risks monitored and escalated as necessary	by February 2017 (field trial) by September 2018 (main study)	Strategy agreed. Countermeasures and contingencies implemented to minimise risks
b) The National Centre should aim to recruit 100% of the drawn school sample with minimal use of first and second replacement samples, and 100% of sampled pupils. As a minimum, the National Centre must ensure that both the school and pupil samples recruited meet the very strict conditions required by the OECD to enable reporting of findings for QUK, England, Wales, and Northern Ireland. In addition the National Centre must ensure that samples are sufficient to enable such analysis as may reasonably be required by the Department, Welsh Government and Department of Education Northern Ireland.	Achieved samples	preliminary figures on achievement: May 2017 (field trial) and December 2018 (main study) confirmation of achieved sample: November 2017 (field trial) and June 2019 (main study)	Achieved samples meets the international and national requirements for analysis and reporting
c) The National Centre must document the sampling process and its outcomes on tracking forms to be returned to the international consortium. An update on school and pupil recruitment should be shared with the operational management group (a weekly update on participation during school recruitment and final position on school and pupil recruitment at the end of the field trial and main study delivery). Should the National Centre not achieve the response rate requirements detailed above, they must complete a bias analysis of the achieved school and pupil sample, under the guidance of, and to the timelines outlined by, the international consortium.	Sampling forms - submitted to international consortium Monthly/weekly updates on recruitment and testing - submitted to operational management group Bias analysis - if required	Sampling forms: by August 2016 (field trial) by March 2018 (main study) Updates: October 2016 to April 2017 (field trial) February 2018 to December 2018 (main study) Bias analysis: by May 2019	Sampling forms accepted. Updates accurate and timely. Bias analysis accepted.
d) The National Centre must obtain informed consent, as appropriate, from participating pupils using only materials / instruments agreed by the data controller prior to use.	School and pupil recruitment and invitation materials	by February 2017 (field trial) by September 2018 (main study)	Invitation materials agreed by data controller

e) The National Centre must work with sampled schools to identify a nominated school coordinator. The National Centre will be responsible for ensuring that the school coordinator manual is adapted to use appropriate terminology and that school coordinators are fully informed of their role. The National Centre should aim to minimise the task of the school coordinator, for example by pre-populating forms with data available from other sources.	Recruitment materials - school coordinator nominated School coordinator manual Prepopulated forms for schools	by February 2017 (field trial) by September 2018 (main study)	Schools informed of requirements. Burden on schools reduced.
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<b>(5) <u>Test administration resource and quality assurance</u></b>	<b>Outputs</b>	<b>proposed delivery date</b>	<b>Quality measures</b>
a) The National Centre must recruit, train and support sufficient test administrators to administer the PISA field trial and PISA main study, in person within each of the sampled schools. These test administrators should be current or retired educational professionals capable of supporting the administration of the computer-based assessment platform in collaboration with school ICT staff, as necessary.	Bank of PISA 2018 test administrators	by January 2017 (field trial) by August 2018 (main study)	Appropriately trained TAs available for testing in each school
b) Test administrators will be provided with a manual supplied by the international consortium detailing the procedures for administration of the tests but must also be trained in person by the contractor. At least two relevant members of the National Centre will be expected to attend national test administrator training before field trial and main study (as well as any additional training on the PISA database, and data processing arranged during the programme duration).	TA manual, training materials and follow-up support	by February 2017 (field trial) by September 2018 (main study)	NFER satisfied that TAs sufficiently trained and informed.
c) The National Centre shall reach agreement with the Department as to whether PISA 2015 USB devices are to be re-used for the PISA 2018 field trial and main study, and shall make such provision as required by the Department's contractual terms and conditions (schedule 3).	Review of benefits/drawbacks of re-use of PISA 2015 USB devices	by November 2016	most cost-effective solution found

d) The National Centre will be responsible for arranging the receipt of field trial and main study materials from the international consortium, and delivery of all materials to the relevant test administrators and schools.	Materials downloaded from portal USB devices - prepared Contract with secure courier	as required - by April 2017 (FT) by December 2018 (MS)	materials sent and received securely
e) The National Centre must nominate one International Quality Monitor (who cannot be one of the test administrators) for each of England, Wales and Northern Ireland (to be appointed by the international consortium) and manage their attendance and observation of at least the minimum number of test session required by study organisers during each of the field trial and main study.	IQMs - identified and nominated to international consortium; school observation visits assigned	by September 2018	IQM visits completed
f) The National Centre will be responsible for testing the national versions of the test delivery system with the international consortium, and ensuring the PISA 2018 test software is executable in participating schools, including lease or purchase of hardware, if required.	Recruitment strategy - includes early liaison with IT coordinators Student Delivery System - optimised for use in for QUK	by February 2017 (field trial) by September 2018 (main study)	SDS functions in QUK schools

<b>(6) Field trial and main study administration</b>	<b>Outputs</b>	<b>proposed delivery date</b>	<b>Quality measures</b>
a) The National Centre must administer the PISA 2018 field trial using the same procedures as planned for the main study, and should complete all assessments and questionnaires within the most time-efficient window possible.	Completion of the field trial	by April 2017	international consortium approval
b) The National Centre must review their main study delivery plan following the field trial to identify suitable (value for money) refinements and propose whether chosen national optional components should be taken forward to main study. The proposals must be agreed by the operational management group, and communicated in a timely manner, if required, to the international consortium.	Report on conduct of field trial - including lessons learned	by October 2017	Clear reasoning to inform decisions concerning the main study
c) The National Centre must agree the precise dates for the England, Northern Ireland and Wales main study with the lead officials in each country and the international consortium.	Main study timetable	by June 2016	Sign off

d) The National Centre must deliver the main study tests (core and chosen optional components) during a eight-week period (including two weeks to be set aside for repeat test sessions) in accordance with the requirements set out by the international consortium, including implementation of any revisions to the delivery model following field trial.	Completion of the main study	by January 2019	international consortium approval
e) The National Centre will be responsible for ensuring enough pupils sit the assessment within each sampled school to meet the pupil response rate targets, and a high proportion of head teachers (or their nominated representative) in participating schools complete the school questionnaire.	Achieved sample	preliminary figures on achievement: May 2017 (field trial) and December 2018 (main study) confirmation of achieved sample: November 2017 (field trial) and June 2019 (main study)	Participation rates met

<b>(7) <u>Data handling, processing, marking, coding, matching and quality assurance</u></b>	<b>Outputs</b>	<b>proposed delivery date</b>	<b>Quality measures</b>
a) The National Centre will be responsible for marking test scripts, coding test and questionnaire responses, and entering national data into the international data collection tool (within an agreed 8 week window) to enable the international consortium to prepare a national database following both the field trial and main study test window.	National database	June 2017 (field trial) March 2019 (main study)	international consortium approval
b) The National Centre must therefore recruit and train a sufficient number of additional staff, with relevant and appropriate qualifications, to undertake data processing operations (marking, processing and coding of school and pupil responses) within the timeline set by the international contractor.	National database	June 2017 (field trial) March 2019 (main study)	international consortium approval
c) The National Centre must work with the international consortium to quality assure and sign-off a final dataset for each of England, Northern Ireland and Wales.	National database	June 2017 (field trial) March 2019 (main study)	international consortium approval

d) The National Centre must develop a data handling strategy in line with the Data Protection Act 1998 that should ensure secure transfer of all sensitive and confidential data between the National Centre, participating pupils and schools, and the data controllers (specifically, their representatives on the operational management group).	Ethics and data security document (see proposal) - Appendix B	by April 2016	procedures agreed
e) In England, the PISA database must be matched to the school and pupil information provided in the National Pupil Database and other administrative sources, to ensure PISA analysis can be triangulated with national measures and indicators. The procedures for this matching should enable matching of later attainment at GCSE. They should also enable matching again at a future point as required. Similar arrangements should be made for data matching in Northern Ireland and Wales. These datasets, alongside the final national datasets, should be transferred to the data controllers at the end of the contract in the requested format.	Matched data sets		Data sets provide to operational management group

<b>(8) <u>Communication and dissemination</u></b>	<b>Outputs</b>	<b>proposed delivery date</b>	<b>Quality measures</b>
a) The National Centre will be responsible for developing and maintaining an accessible website for PISA in England, Wales and Northern Ireland, which should be used as a central point of information for the PISA 2018 project resources, communications and products for participating schools and the dissemination of national reports. The current site can be found at: <a href="http://www.RM.com/PISA">www.RM.com/PISA</a> and current resources will also need to be hosted.	PISA 2018 webpages	ongoing	Timely information and resources
b) The National Centre will be responsible for the review and quality assurance of data tables, facts and figures relating to data from England, Northern Ireland and Wales to be used within the publicly published datasets and international reports.	Publicly published datasets and international reports	as required	Accurate presentation of data

c) The National Centre must work with the operational management group to produce a plan for the national reporting of high-level findings from the PISA 2018 study to provide England, Northern Ireland and Wales with contextualised national reporting of their results on publication day, above and beyond that provided by the international consortium.	Detailed report outline	by May 2019	outline agreed
d) The National Centre must conduct their own analysis of the international dataset (matched to national data where relevant) to meet the requirements agreed in the analysis plan and produce separate national reports for each of England, Northern Ireland and Wales, for publication on the same day as the publication of international results. The content and formatting of these reports must be agreed with the operational management group, and in keeping with the DfE research publication style guide.	National reports for each country	December 2019	reports approved by operational management group
e) The ownership of the research material and of the reports lies with the National Centre who will grant to DfE, Welsh Government and Department of Education Northern Ireland a non-exclusive licence, without payment of royalty or other sum, to use the material as set out in the DfE's contract terms and conditions.	Project research materials and reports	by August 2020	Provision of requested materials

<b>(9) Further analysis and dissemination (**)</b>	<b>Outputs</b>	<b>proposed delivery date</b>	<b>Quality measures</b>
a) The National Centre will be responsible for further, more detailed, analysis of the PISA results and datasets, which address questions of highest policy priority and relevance to each of England, Northern Ireland and Wales at the time of main study and international publication. It is suggested that this might pertain between one and five follow-up reports on specific topics of interest, to be published during the year after the publication of initial results.	Series of Insight Reports	by December 2020	Operational management group (and ministers) approve publication

b) The National Centre should also propose additional analytical and dissemination outputs, which maximise the value of England, Northern Ireland and Wales' participation in the PISA 2018 study, specifying the audience for, and perceived impact of, each.	Additional dissemination as per proposal dissemination plan	by December 2020 and beyond	Successful implementation of dissemination plan
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**(\*\*) Deliverable (9) is an additional contract deliverable that DfE reserve the right to include in the contract. Inclusion of the deliverable is dependent on NFER proposing a suitable approach to further analysis and dissemination. The plan must provide sufficient evidence that the further analysis options proposed by the contractor will explore the headline findings further and will provide robust, reliable and valid analysis which meets the need of key policy customers.**

#### 4. METHODOLOGY

The Contractor shall conduct the survey according to the methodology laid down by the OECD and to the international standards for PISA 2018 adopted by the PISA governing board (PGB). National adaptations and plans for national analysis and reporting shall be agreed with the PISA operational Management group.

##### A. SAMPLING

The contractor will work closely with in-country contacts to complete all sampling tasks and ensure sampling data is current and accurate. The contractor will use a survey administration system which holds contact data on all schools in the UK and will apply regular updates from national databases such as Edubase, School Census data and ongoing contact with schools before supplying the Consortium with a list of schools from which to draw the samples. The contractor will ensure that any exclusions from the sampling frame are within the allowed tolerances and sample design within each of the three countries meets national reporting requirements.

Once the OECD international contractors select a stratified school sample in each country, a random sample of 15-year olds will be selected by the National Centre using information on eligible pupils provided by the sampled schools and held within national pupil databases. Only sampled pupils and schools may be invited to participate in the survey. Non-participating schools may only be replaced by those from a first or second replacement sample, which is drawn by the international contractors at the same time as the main sample. Non-participating pupils cannot be replaced.

The contractor will develop an understanding of the country contexts and use this to shape their main survey sampling strategy. The sampling plan is to be agreed within the range proposed in the table below:

#### Sample requirement for PISA 2018 in England, Wales and Northern Ireland

	England		Wales		Northern Ireland	
OECD min required achieved response for 2018	120 schools	5200 pupils	50 schools	2100 pupils	50 schools	2100 pupils
QUK required sample range for 2018 –						
Max drawn – pupils per school	draw to get % = drawn % =	x = drawn % =	draw to get % = drawn % =	x = pupils drawn % =	draw to get % = drawn % =	x = pupils drawn % =
	draw x	x	draw x	x	draw x	x

Min drawn -	to get		to get		to get	
		=	% =	=	% =	=
pupils per school	% =	pupils drawn		pupils drawn		pupils drawn
		% =		% =		% =

The contractor has proposed sampling [REDACTED] students per school, holding [REDACTED], [REDACTED]. The contractor will liaise with the Operational Management Group and with the Consortium, to agree the optimum Sampling Plan that will minimise both burden and cost while providing sufficient data to allow robust analyses across each of England, Wales and Northern Ireland.

The final sampling figures will be negotiated with the consortium for each country and for QUK as a whole.

## B. PREPARATION OF SURVEY INSTRUMENTS

In order to be able to assess how the performance in a country compares to another, and how country performance has evolved from one PISA cycle to next, the same instruments have to be used in all assessments. Certain variations in the study implementation are particularly likely to affect test performance. Among them are: session timing; the administration of test materials and support material; the instructions given prior to testing; and the rules for excluding pupils from the assessment. For this reason it is essential that the National Centre adheres to OECD requirements and specifications in the preparation of materials and study implementation.

The contractor will agree all national adaptations, including the addition of any national questions, with the Operational Management Group within the OECD requirements and specifications.

The contractor will adapt the test and questionnaire items within the OECD delivery platform, to ensure that items function appropriately in national contexts while remaining internationally comparable. They will gain Operational Management Group sign-off of any such changes. The contractor will keep detailed records of all adaptations between the Field Trial and Main Survey, and between PISA cycles. This will ensure international consistency, enabling the valid analyses and reporting that policymakers need on current performance in relation to other countries and changes over time.

The contractor will adapt all assessments and questionnaires for both Windows and Mac operating systems. The contractor will also review and adapt all survey manuals, for consistent implementation in schools; and will discuss with the Operational Management Group the benefits of opportunities to adapt and pilot any new cognitive materials.

## C. WELSH LANGUAGE MATERIALS

Welsh Government require that the study in Wales be available in both Welsh language and English language. The Contractor will agree a Translation Plan:

- with the Consortium, in accordance with the PISA 2018 Technical Standards for such materials as required be translated by the consortium.
- with Welsh Government for such materials as are required by Welsh Government for implementation of the study including (but not limited to) All communications with Schools, Pupils, Families; all guidance, manuals etc for School Coordinators; and publications, including the National report for Wales (to be available in Welsh and English on the same day as international reports).

#### **D. RECRUITMENT**

The Department will work with the contractor to finalise the recruitment strategy for PISA 2018 which is appropriate for national context, minimises the burden on schools, pupils and parents, and maximises the value of participating for schools. Figure 1 provides an overview of the proposed strategy for recruitment of schools and students:

**Figure 1: Recruitment strategy**



#### **E. MODE OF ASSESSMENT**

PISA 2018 is to be delivered as a wholly computer-based assessment. The assessment is made available in the form of a portable application (no installation required) which can be downloaded to and run from individual computers, or from attached USB devices. Pupil responses are saved back to the assessment software from which, subject to technical requirements, they can be automatically uploaded upon completion of the test or at a later date/time. Due to the configuration of school internet connectivity it may be necessary to manually initiate upload of pupil responses following completion of test sessions from a network other than the school's.

The contractor will develop a comprehensive plan for delivery of the PISA 2018 via a computer based assessment. An overview of the suggested approach to successful delivery of PISA 2018 is presented here, in flowchart format below:



Where the use of portable media such as USB devices is proposed then NFER must demonstrate that their approach and resourcing gives due consideration to the security of schools ICT infrastructure, PISA materials and survey data.

The NFER proposal includes the cost of purchase/ preparing of USB devices and the design of a delivery and logistical model which appropriately minimises the risk that schools ICT infrastructure, PISA materials and survey data is compromised. This model and associated risks will need to be agreed by the operational group. This can be achieved in two ways, either by using a similar type of USB as used for PISA 2015 (FIPS 140-2 compliant), or by using a USB with a lower level of encryption but proposing an alternative logistics/delivery model that further enhances security. In proposing an alternative model, NFER must satisfy the operational group that the approach minimizes risk, in particular, the risk of introducing unintended or harmful content to devices in to schools eg that devices cannot be tampered with between the point of loading of the SDS, and commencement of the test session

#### **F. DATA HANDLING AND SECURITY**

The contractor is responsible for the collection and marking of pupil and school responses. They must work with the international consortium to finalise national datasets for QUK and its sub-regions, which will include cleaning of data and quality assurance. The contractor will become the experts in handling the PISA 2018 datasets, and shall match the final datasets to national data as required by respective Data Controllers. The contractor is responsible for ensuring that datasets are appropriately handled, stored and shared, including (but not limited to) maintaining such confidentiality as required of Data Controllers

#### **G. DATA ANALYSIS AND NATIONAL REPORTING**

During the course of the project, the contractor will maintain an up-to-date awareness of current policy discussions and evidence gaps across each of the three countries, such that the PISA data, once finalised, can be analysed appropriately to further these discussions and add to national policy development. The contractor will agree plans for national reports, to be published on the same day as the first international volumes, and which present the key findings for each of England, Northern Ireland and Wales within the appropriate national contexts.

The Department reserves the right to extend the contract to cover agreed further analysis, to be discussed and agreed following data collection.

## 5. KEY PERFORMANCE INDICATORS

KPI Number	KPI	Measurement period	Measurement	Monitoring method	PBR
1	Effective programme management and reporting	On-going for the duration of the contract	100% submission of required reports, risk log and issues log in agreed format on monthly basis.	DfE monitoring	n/a
2	Development of a comprehensive sampling plan and procedures for field trial and main study.	TBC	sampling plan to meet requirements of international consortium and clients Excludes not more than 5% of population 100% accuracy in collation of pupil information zero complaints from school regarding confirmation of pupil list when gathering information and perceived burden	Review and approval of ongoing tasks by DfE officials Review and approval by westat Consortium checks and approve	n/a
3	Build and maintain effective relationships with all stakeholders and be responsive to requests	On-going for the duration of the contract	Sampled schools (25 schools) to feedback positive experiences OECD and international consortium to feedback positively on interactions	School participation feedback Monitor of complaints International consortium feedback	n/a
4	Develop a thorough understanding of the context in England Wales and Northern Ireland including effective adaptation of instruments and guidance documents	TBC	relevance of contributions at NPM meetings as fed back by NPM effective and accurate adaptations positive feedback	Through submission and review by DfE officials Feedback from England, NI and Wales colleagues	n/a
5	Development and implementation of an effective data handling strategy and production of a final dataset for each of England, Northern Ireland and Wales	TBC	100% of data securely stored and transferred High quality dataset to be complete and appropriately labeled including explanation of all missing data and appropriate data anonymised	Regular reporting at key stages of project Sign off by client organisations and international consortium	n/a
6	Recruitment and participation of sufficient schools and students to meet OECD requirements for each of QUK, England, Wales and Northern Ireland to be reported in international study findings	TBC	School and pupil response rates meet OECD requirements for each of QUK, England, Wales and Northern Ireland to be reported in international study findings	Recruitment progress reports International Consortium confirmation	yes
7	Effective test administration of survey at field trial and main study and minimise burden on schools	TBC	Minimal complaints (1- 2) but all resolved and effectively managed Positive response from school feedback survey	School feedback survey Complaints tracker Contractor reports Diagnostic results	n/a
8	Effective analysis of the international dataset and production of separate national reports for each of England, Northern Ireland and Wales	TBC	production of national report on the same day as the publication of international results Relevant, valid and robust analysis requirements to be agreed in the analysis plan	Review by client monitoring	n/a

## 6. STAFFING

Staff name	Role
Juliet Sizmur	National Project Manager and Reading Lead
	Project Director
	Project Leader
	National Data Manager and Field Operations
	Electronic Student Delivery System (SDS) and Online Questionnaire Lead
	Reading support
	Mathematics Lead
	Science lead
	Welsh Language Lead
	Project Statistician
	Statistics support
	IT Lead
	Dissemination Lead
	Policy Lead

## 7. OPERATIONAL MANAGEMENT GROUP

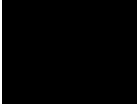
The Project Manager shall set up a Steering Committee for the Project, consisting of representatives from the Department, the Contractor, and any other key organisations whom the project will impact on, to be agreed between the parties. The function of the Operational management group shall be to review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

## 8. RISK MANAGEMENT

The contractor and the department have identified and agreed a range of risks which may pose a threat to the outcome of the project. The table below presents an overview of the risk, the potential impact if it happened and the contractors plans to manage and mitigate the risks.

The contractor will manage a live risk register as part of the project management of the programme.

	Risk description	Effect	Risk owner	Probability (High-H, Medium-M, Low-L)	Impact (H,M, L)	Risk mitigation (countermeasures and contingencies)
1	Insufficient schools recruited for Main Survey	Project outcomes rendered invalid because sample is not representative of population. QUK results are not included in the international report. Trends cannot be accurately described. Additional analyses is limited.	NPM	M	H	<ul style="list-style-type: none"> <li>Experienced staff trained in persuasive techniques and evidence-informed recruitment strategy including clear background information, updates, supply cover and feedback.</li> <li>Close monitoring of school sign-up and follow-up calls and letters to non-responding schools.</li> <li>Enhanced communication strategy and personalised approach to encourage reluctant schools</li> <li>Support of DfE, WG and DE, as a final contingency, if needed.</li> </ul>
2a	Computer-based testing platform cannot be run in some schools	Insufficient data collected. Test administrations rearranged to test using alternative delivery method. School and student time wasted. Loss of goodwill from schools and students. Reputational damage for PISA, NFER and Management Group.	NPM	H	H	<ul style="list-style-type: none"> <li>Use Field Trial (and experience of PISA 2015) to identify IT issues prior to Main Survey. (see Figure 3a p15)</li> <li>██████████</li> <li>NFER IT specialists on-call during testing period to troubleshoot and advise if problems arise.</li> </ul>
2b	Computer-based testing harder to achieve in some areas; ICT landscape in different countries unknown at start of project	Insufficient knowledge to foresee potential issues that could hinder successful test administration using. Leading to risk 2a.	NPM	H	H	<ul style="list-style-type: none"> <li>██████████</li> <li>██████████</li> <li>██████████</li> </ul>

	Risk description	Effect	Risk owner	Probability (High-H, Medium-M, Low-L)	Impact (H,M, L)	Risk mitigation (countermeasures and contingencies)
3	Main Survey pupil participation rates not met	Project outcomes rendered invalid because sample is not representative of population. QUK results are not included in the international report. Trends cannot be described with confidence. Additional analysis is limited.	NPM	M	H	<ul style="list-style-type: none"> <li>Awareness raising and engagement activities focusing on teachers, pupils, parents and the general public conducted before Main Survey. Accessible information made available for a range of audiences.</li> <li>Active and personalised communication with participating schools providing information and reassurance for reluctant schools and sustained efforts to reduce the burden of participation and ensure smooth delivery. Experienced, well-trained local TAs monitor pupil participation and provide follow-up sessions.</li> </ul>
4	Insufficient TAs/Quality Monitors	Testing sessions cannot be timed to match school availability to run test sessions. Testing period is extended to enable TAs to visit all schools. Greater risk posed if individual TAs are unable to attend their allocated schools. Quality Monitoring required by Consortium is hindered or incomplete.	NPM	L	M	<ul style="list-style-type: none"> <li>NFER has a large pool of highly experienced TAs and well-established procedures for continual recruitment.</li> </ul>
5	Changes to key project personnel	Delivery quality or timescales put at risk. Key knowledge lost. Relationships with Consortium and other PISA contacts lost.	PD	L	M	<ul style="list-style-type: none"> <li></li> <li></li> <li></li> </ul>
6	Consortium provides materials late	Insufficient time to prepare instruments leading to delay in Test Administrator training and postponement of testing sessions in schools.	PD	L	M	<ul style="list-style-type: none"> <li>Agree delivery milestones with Consortium and monitor situation.</li> <li>Alert Consortium to effects of potential delays.</li> <li>Experienced project team fully understands the requirements and deals efficiently with any difficulties or changes in project requirements or timelines.</li> </ul>
7	Insufficient markers available	Time for marking is extended beyond limit. Consortium's criteria for marking not met.	NPM	L	H	<ul style="list-style-type: none"> <li>NFER has a large pool of experienced markers but will build in recruitment of markers if needed.</li> <li>Use of online marking gives added flexibility.</li> </ul>

	Risk description	Effect	Risk owner	Probability (High-H, Medium-M, Low-L)	Impact (H,M, L)	Risk mitigation (countermeasures and contingencies)
8	Failure to meet Main Survey data deadline	Consortium unable to process data at expected time. Data may be excluded from International report.	NPM	L	H	<ul style="list-style-type: none"> <li>Well-established processes for handling Main Survey data in place from prior delivery of PISA.</li> <li>Regular monitoring of progress will allow additional staff to be brought on board if/when needed.</li> </ul>
9	Consortium provides Main Survey data late	National analyses and reporting delayed. Timetable for analysis, report writing, reviewing amending, checking, translating and publishing compressed.	NPM	L	H	<ul style="list-style-type: none"> <li>Review scope of national analyses and reporting to original publication deadline.</li> <li>Revise scope and/or publication date accordingly.</li> </ul>
10	Failure to draw out the key findings and learning available from the data	Re-analysis of data required to answer key questions that PISA is able to answer.	NPM	L	H	<ul style="list-style-type: none"> <li></li> <li></li> <li></li> </ul>
11	Insufficient capacity to deliver contract alongside PISA Scotland 2018 (if movement to autumn is agreed)	Both projects suffer. Key tasks required of PISA National Centre are delayed or not performed adequately.	NPM	L	H	<ul style="list-style-type: none"> <li></li> <li></li> <li></li> <li></li> </ul>
12	Data security is compromised	Personal data of participants is made public. Confidential test materials are made public. Data Protection Act breached. Contractual terms in relation to confidentiality breached.	PD	L	H	<ul style="list-style-type: none"> <li></li> <li></li> <li></li> <li></li> <li></li> </ul>
13	Stakeholders not effectively managed	Dissatisfaction with the conduct and outcomes of the project. Management Group not effectively informed of progress and developments within the project. Expectations cannot be met. Decisions taken without the input or consent of the Management Group.	NPM	L	M	<ul style="list-style-type: none"> <li>Key stakeholders will be agreed; communication strategies will be developed and agreed</li> <li>Levels of involvement and frequency of communication will be negotiated and agreed</li> <li>NPM will regularly seek feedback, and adjustments to management strategies will be applied as required</li> <li>Any concerns or conflicting interests will be identified and addressed to ensure that resources for the project</li> </ul>

	Risk description	Effect	Risk owner	Probability (High-H, Medium-M, Low-L)	Impact (H,M, L)	Risk mitigation (countermeasures and contingencies)
						<p>remain available and are utilised for the benefit of the project.</p> <ul style="list-style-type: none"> <li>Progress towards key milestones will be monitored and reported regularly, with increased frequency during busy or important phases of the project (e.g. during recruitment and during test delivery).</li> </ul>
14	Simultaneous publication of national report for Wales in Welsh and English is not achieved	Breach of agreement with Welsh Government to make available materials in both England and Welsh at same time. Report for Wales is not released alongside international report and national reports for England and Northern Ireland.	NPM	M	H	<ul style="list-style-type: none"> <li>The commitment of the translator and proofreader will be secured in good time and materials (including report outlines, previous reports and draft versions) will be provided to them in advance in order for them to prepare for the translation of the Welsh language report.</li> <li>NFER Cymru staff will liaise with the translator and proofreader.</li> <li>The timetable for writing, reviewing, amending, translating and publishing the national reports will be agreed in advance. The experienced project team fully understands the requirements and deals efficiently with any difficulties or changes in project requirements or timelines.</li> </ul>
15	Samples for PISA 2018 and National Reference Test in England overlap	Schools and pupils in England drawn in the sample to be assessed by PISA may also be drawn to participate in the National Reference Tests. Schools unwilling to accept invitation to take part in PISA. Parents withdraw consent for pupils to take part in PISA. Target for achieved school and pupil numbers are not reached. Sample is not representative of pupils in England.	NPM			<ul style="list-style-type: none"> <li></li> <li></li> </ul>



## 9. DATA COLLECTION

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

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

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

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

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

## 10. CONSENT ARRANGEMENTS

The Department and the contractor shall agree in advance of any survey activity taking place the consent arrangements that shall apply for each of the participant groups. All participants should be informed of the purpose of the research, that the Contractor is acting on behalf of the Department, that their identity will not be published or disclosed in study findings, that the data may be collected may be used by the department (or its partners) for the purpose of research and that they have the option to refuse to participate (opt out).

## 11. PROJECT COMMUNICATION PLAN

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

End of Schedule One

**SCHEDULE TWO****1 Eligible expenditure**

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

- (a) the expenditure falls within the heading and limits in the Table below; and
- (b) the expenditure is incurred, and claims are made, in accordance with this Contract.
- (c) The activity meets standards identified within this contract

**Table**

Project Milestone based on deliverables in Schedule 1	Payment by deliverable	Total Payment Amount	Invoice Date
1a: Project Initiation Document			31 October 2016
1f: Expert advisory group terms of reference			
6c: Confirmation of main study date			
7d: Data handling strategy			
2d: Piloting of new materials			30 April 2017
5c: Delivery model re USBs and data security			
2e: Additional national questions			31 October 2017
3a: Sampling frame			
(3a: Optional: )			
(3a: Optional: )			
2b: Welsh translation for field trial			30 April 2018
6a: Field trial			
3b: Drawn sample			31 October 2018
6b: Review main study delivery plan			
2a: Cultural adaptations			30 April 2019
2f: ICT specifications			
3c: Pupil sampling frame			
4a: School recruitment strategy			
4d: Informed consent			
4e: School coordinator recruitment			

5a: Test administrator recruitment			
5b: Test administrator manuals			
5d: Secure delivery of materials			
5e: Quality monitor			
5f: Delivery system testing			
6d: Main study delivery			
7a: Data collection etc			
7b Recruitment of data staff			
(2a: Optional: FT optional student questionnaires)			
(2a: Optional: )			
(3c: Optional: London as an adjudicated region)			
1e: Conduct report			31 October 2019
1g: NPM meetings			
7c: Final dataset			
1d: Ongoing reporting to OECD			30 April 2020
4c: Sampling tracking			
8c and 8d: data analysis and national reporting			
6e and 4b	£ - £  (dependent on performance) *see further explanation below in section 12 below		30 April 2020
1b: Operational group meetings			31 October 2020
1ci: Stakeholder relationships			
1cii: Risk and issue management			
1h: Effective closure strategy			
2c: Welsh translation			
7e: Matching data to NPD			
8a: PISA webpages			
8b: QA of data			
8e: Ownership of materials			
(9a: Optional: )			
(9b: Optional: )			
(9b: Optional: )			

Expenditure for the financial year 2016-2017 shall not exceed **£150,000** exclusive of VAT.

Expenditure for the financial year 2017-2018 shall not exceed **£300,000 (plus £71,500 optional extras)** exclusive of VAT.

Expenditure for the financial year 2018-2019 shall not exceed **£449,538** (including £[REDACTED] of Welsh translation) exclusive of VAT.

Expenditure for the financial year 2019-2020 shall not exceed **£400,000** (plus £50,506 optional extras) exclusive of VAT.

Expenditure for the financial year 2020-2021 shall not exceed **£632,715** (including £[REDACTED] for translation plus and a maximum payment of £[REDACTED] based on performance). There are additional optional extras of £158,460 exclusive of VAT.

Total Project expenditure shall not exceed **£2,212,719** exclusive of VAT.

Assuming school and pupil participation meets the achieved criteria (£[REDACTED] payment), the base cost for the project is £[REDACTED], plus Welsh translation of £[REDACTED] (£[REDACTED]). The contract includes further optional extras (as listed in Appendix D) of:

- specific sample tasks by the international consortium £[REDACTED],
- student questionnaire additional options £[REDACTED],
- London as an adjudicated region £[REDACTED],
- optional analysis £[REDACTED],
- optional dissemination elements £[REDACTED]
- further performance payment of £[REDACTED] if performance exceeds expectation for deliverables 6e and 4b.

*The payment level for deliverables 6e and 4b are contingent on the independent verification of performance through the school response rate criteria set by OECD. Further information regarding payment levels and the criteria is provided in section 12.*

- 2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the department when both**

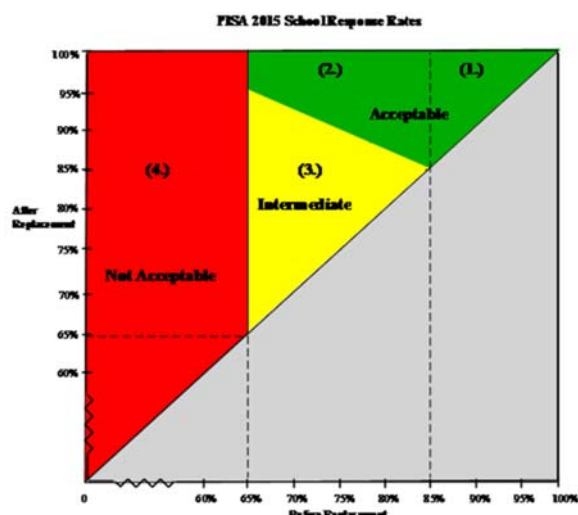
**parties have signed the paperwork.** The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.

- 6 Invoices shall be sent to the **SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA**. 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.

## **12 Payment dependent on performance**

The successful recruitment and participation of a sufficient number of sampled schools and students in PISA 2018 is essential to the success of this contract. We have therefore linked the level of payment to the number of schools and students recruited and participating in the PISA 2018 main study. The payment level is contingent on the independent verification of performance through the school response rate criteria set by OECD. The table below presents the payment levels by country and level of success and provides further description:

The graph below provides further explanation to the payment levels criteria. “Acceptable” means that the country’s data will be included in international comparisons. “Not Acceptable” (but above 65% response after replacement) means that the country’s data is unlikely be reported in international comparisons without proof that the effect of the non-response is unbiased. Finally, the “Intermediate” zone means that a decision on whether or not to include the country’s data in international comparisons will be made while taking into account various other factors, such as a non-response bias analysis. These zones are a function of the response rate before replacement, and the response rate after replacement.



The criteria provided is accurate at time of completing the contract. If OECD criteria change we will review the performance levels identified.

### 13. Capital Assets

13.1 The Contractor shall not, without the prior written consent of the Department, use funds paid under this Contract wholly or partly to finance the purchase of any capital asset with a purchase price of £2,500 or more (exclusive of VAT) and with an expected life of more than one year.

13.2 The Contractor shall maintain an inventory of such items and shall provide the Department with a copy of such inventory if requested.

13.3 If the Contractor proposes to dispose of any asset falling within paragraph 14.1 during the currency of this Contract:

13.3.1 they shall consult the Department before doing so; and

13.3.2 on disposal they shall pay to the Department the Department's share of the value of that asset (as specified in paragraph 13.5).

13.4 On termination of this Contract, for whatever reason, the Contractor shall:

13.4.1 consult the Department over the proposals for disposal or retention of all assets falling within paragraph 13.1; and

13.4.2 unless the Department agrees to some other arrangement, pay to the Department the Department's share of the value of each of those assets (as specified in paragraph 13.5).

13.5 In paragraphs 13.3 and 13.4, the Department's share of the value of an asset shall be calculated as follows. If the asset is disposed of during the currency of the Contract, or within 3 months of termination of the Contract, at the best price reasonably available, the value shall be the proceeds of sale after deduction of necessary expenses of sale. Otherwise, the value of the asset shall be its open market value agreed between the parties. In the absence of agreement on the value the Department may require the Contractor to have the asset valued at his or her own cost. In either such event, the Department's share of the value shall be the whole or a proportionate part of the value of the asset concerned according to the extent to which the cost of its purchase were met out of Department's funds.

End of Schedule Two

### **SCHEDULE 3**

NFER Trading Limited TERMS AND CONDITIONS

### **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.
- 2.2 The DfE shall, at its own expense, provide the Supplier with access to all relevant personnel, documents or other materials and data or other information in its possession which is necessary for the performance of the Project, in sufficient time to enable the Supplier to provide the Project in accordance with any timetable, Critical Step or other target for progress or completion agreed in writing between the parties.
- 2.3 The DfE shall use its reasonable endeavors to ensure the accuracy of all data or other information provided to the Supplier in the course of this Contract.

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

- 3.1. The Department shall notify the Contractor of any material change to the Department's requirement under this Contract
- 3.2. The Contractor shall use its best endeavors 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 sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 5.2. The Contractor shall take all reasonable steps to satisfy itself that its employees or any approved sub-contractors (or their employees) are suitable in all respects to perform the Project.
- 5.3. The Contractor shall immediately notify the Department if they have any

concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

- 5.4. The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 5.5. The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Project, in accordance with the Department's reasonable security requirements as required from time to time.
- 5.6. If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract. then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).
- 5.7. The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors

#### **5A. Issued Property**

- 5A.1 In this clause "Issued Property" means all items of property belonging to the Department issued to the Contractor for the purposes of the performance of the Project including without limitation: USB devices.
- 5A.2 Issued Property shall remain the property of the Department and shall be used in the execution of the Contract and for no other purpose whatsoever, save with the prior written approval of the Department.
- 5A.3 The Contractor shall be liable for any damage to Issued Property caused by misuse or negligence by the Contractor but shall not be liable for deterioration in Issued Property resulting from its normal and proper use in the performance of this Contract. The Contractor shall also be responsible for loss, including theft, of the Issued Property.
- 5A.4 The Contractor shall be responsible for the safe custody and maintenance of Issued Property and its prompt return upon expiry or termination of the Contract. Neither the Contractor nor its sub-contractors or other person shall have a lien on Issued Property for any sum due to the Contractor, sub-contractor or other person and the Contractor shall take all such steps as may be reasonably necessary to ensure that the title of the Department, and the exclusion of any such lien, are brought to the notice of all sub-contractors and other persons dealing with any Issued Property.

- 5A.5 The Contractor shall keep an up-to-date inventory of all Issued Property. The inventory shall be available for inspection on request by the Project Manager.
- 5A.6 Issued Property shall include any equipment purchased by the Contractor and subsequently paid for as an identified item by the Department [unless expressly stated otherwise in this Contract]

## **6. 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 license 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.
- 6.4 Background IPR used in the performance of this contract shall remain the property of the party introducing it.

## **7. Data Protection Act**

- 7.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department for Education (DFE) is the Data Controller for data collected in England, Welsh Government the data controller for data collected in Wales, and Department of Education Northern Ireland (DENI) data controller for data collected in Northern Ireland, and that the Contractor is the Data Processor. For the purposes of this Clause 7, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA. For the purposes of this clause 7 the term Department shall mean the applicable Data Controller.
- 7.2 The Contractor shall:
  - 7.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the

Department to the Contractor during the period of the Contract).

- 7.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 7.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental Loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 7.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 7.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 7.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 7;
- 7.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;
- 7.2.8 Notify the Department within five Working Days if it receives:
  - 7.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
  - 7.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;
- 7.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:
  - 7.2.9.1 providing the Department with full details of the complaint or request;
  - 7.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
  - 7.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
  - 7.2.9.4 providing the Department with any information requested by the Department;
- 7.2.10 Permit the Department or the Department's Representative (subject to

reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

7.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); details of which shall not breach copyright, confidentiality or IPR; and

7.2.12 Not process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:

7.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure.

7.2.12.2 the Contractor shall set out in its request for change details of the following:

- (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
- (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
- (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
- (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

7.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

7.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
- (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

7.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

## **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 as agreed with the Consultant.
- 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 CESSG (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 Any portable removable media (including but not constrained to pen drives, memory sticks, CDs, DVDs, PDPs, USB devices) which handle, store or process in any way Departmental Data to deliver and support the service, shall be under the configuration management of the contractors providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or certified under a CESSG (e.g. CAPS or CPA) or CESSG-endorsed scheme or uses another encryption standard that is acceptable to the Department.
- 8.9. Storage of Departmental Data on any portable devices or media shall be limited to the minimum required to deliver the business requirement.
- 8.10 The Contractor shall keep an audit trail of where the Department's Data is held, including hardware, laptops, drives and devices.
- 8.11 The Contractor shall ensure that the Department's Data is stored in locked cabinets.
- 8.12 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). Where this is not possible e.g. for legal or regulatory reasons, or technical reasons such as where there is storage area network (SAN) or shared backup tapes, then the Contractor must protect the equipment until the time (which may be long after the end of the contract) when it can be securely cleansed or destroyed. Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 8.13 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.
- 8.14 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.

- 8.15 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:
  - 8.15.1 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
  - 8.15.2 itself restore or procure the restoration of the Department Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so
- 8.16 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. and in all cases shall be up to a maximum value of the amount payable under this contract (or £1 million) except for those liabilities which cannot be limited by law.

- 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; or
  - 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; or

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

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

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

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

- 15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract.

The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

- 15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

- 15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything that may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

**16. Amendment and variation**

- 16.1 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.

**17. Assignment and Sub-contracting**

- 17.1 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.

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

- 18.1 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.

**19. Waiver**

- 19.1 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.

**20. Notices**

- 20.1 Any notices to be given under this Contract shall be delivered personally or sent by registered 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.

**21. Dispute resolution**

- 21.1 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.
- 21.2 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.

- 21.3 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.

## **22. Law and Jurisdiction**

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

## **23. Steering Committee**

- 23.1 A Steering Committee for the Project shall be set-up consisting of representative(s) from the Department, Welsh Government, Department of Education Northern Ireland, and from the Contractor. The Contractor's representative on the Committee shall be the Contractor's project manager. The function of the Committee shall be to monitor progress and efficiency and to review the scope and direction of the Project. The Committee shall meet at least monthly, 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 at least monthly. The Contractor's representatives on the Steering Committee shall attend all meetings of the Steering Committee unless otherwise agreed by the Department.

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

## **26 Project Outputs**

- 26.1 Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.
- 26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template available to download from: <https://www.gov.uk/government/publications/research-reports-guide-and-template>
- 26.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, if applicable as detailed in work schedule, 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, if applicable as detailed in work schedule, 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

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

Authorised to sign for and on behalf of the  
Contractor

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position and Address

Position and Address

Department for Education  
Sanctuary Buildings,  
Great Smith Street,  
LONDON,  
SW1P 3BT

NFER Trading Limited  
The Mere.Upton Park  
Slough Berkshire,  
SL12DQ

Date

Date

**SCHEDULE 4**

Copy of contractor's proposal withheld. Commercial in confidence.