

**Contract for ‘TEACHING AND LEARNING INTERNATIONAL SURVEY (taLIS) 2018 VIDEO STUDY’**

**project reference nO: eor/sbu/2015/030**

This Contract is dated 28 September 2016.

**This Contract was preceded by two Letters of Intent which outlined key tasks and milestones for June and July 2016 (Annex A, Letter 1, 8/6/16) and August and September 2016 (Annex B, Letter 2, 27/7/16). The work conducted for that is also reflected in this contract.**

**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) <redacted> whose registered office is <redacted> (“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/2015/030.

**Commencement and Continuation**

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before 31/1/20**.**

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1. Interpretation

1.1 In this Contract the following words shall mean:-

“the Project” the project to be performed by the Contractor as described in Schedule One;

“the Project Manager” <redacted>

“the Contractor’s Project Manager” <redacted>

“the Act and the Regulations” means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;

“Affiliate” in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"Commercially Sensitive Information" information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;

"Confidential Information" means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;

"Contracting Department" any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;

"Contractor Personnel" all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;

"Contractor Software" software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **"Controls"** and **"Controlled"** shall be interpreted accordingly;

“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 the Environmental Information Regulations 2004  
Regulations” together with any guidance and/or codes of practice issues 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 **"Regulatory Body"** shall be construed accordingly;

"Request for Information" a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

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

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

"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. 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**

**This Contract was preceded by two Letters of Intent which outlined key tasks and milestones for June and July 2016 (Annex A, Letter 1, 8/6/16) and August and September 2016 (Annex B, Letter 2, 27/7/16). The work conducted for that is also reflected in this contract.**

**1 Background**

**Teaching and Learning International Study (TALIS 2018)**

England participates 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. One such study is the Organisation for Economic Cooperation and Development’s (OECD’s) TALIS study, which is a large-scale international comparison study and the only source of internationally comparable information on teachers’ and headteachers’ perceptions on a range of measures. England will be participating in the next wave of TALIS, which will run in 2018. Contractors are in place to deliver TALIS 2018 in England.

**TALIS 2018 Video Study**

For the first time, the OECD will concurrently conduct an innovative international TALIS 2018 Video Study to complement TALIS 2018. The TALIS 2018 Video Study shall involve the development of new research and instruments that have not been applied on such a large scale before, especially for cross-cultural comparisons, to capture real teaching practices and significantly add to the data collected through TALIS 2018. The TALIS 2018 Video Study shall provide insights from classroom observations in an internationally comparative way, with nine countries taking part: Chile, China (Shanghai), Colombia, Germany, Japan, Mexico, Spain (Madrid), the United Kingdom (England) and the United States.

**2 Aims**

The main aims of the TALIS 2018 Video Study are to provide policy relevant knowledge, understanding and analysis about effective mathematics teaching practices and the relationship between teaching practices and student outcomes, in a timely and cost effective manner. It will also trial new methodological approaches to advance the research on survey methods and enable analyses of teaching effectiveness to be made.

The Contractor shall work with the Department, the International Study Consortium (ISC; established by the OECD), and Contractors from other participating countries to achieve the following main TALIS 2018 Video Study aims for England:

1. Observe and document the variety of mathematics teaching practices in secondary schools within and between countries;
2. Identify aspects of effective teaching, as identified in TALIS and other studies; and,
3. Examine the relationships between teaching practices, learning outcomes and other measures of teaching.

The Contractor shall collate, analyse and report on a wide range of data, including:

* Video observations of quadratic equations mathematics teaching practice in secondary schools in years 9 and 10 (ISCED 2);
* Classroom artefacts;
* Pre- and post- lesson teacher and student questionnaire data; and,
* Pre- and post- mathematics tests with students.

The Contractor shall participate in and attend planning meetings with both the Department and ISC at regular intervals throughout the study. Meetings with the Department shall be on a monthly basis, and shall be a combination of phone and face-to-face meetings. The Contractor shall also attend the international meetings and webinars with the ISC and shall report back the main points to the Department.

**3 Objectives**

The project has been spilt into three main phases:

1. Development: pre-pilot and pilot phase (June 2016 to July 2017);
2. Implementation of the main study (August 2017 to March 2019); and,
3. Data Analysis and Reporting (April 2019 to December 2019).

Further details on all three phases can be found in Section 4.2 Project Phases. In summary, the Contractor shall use all reasonable endeavours to achieve the following activities: prepare documentation as requested by the ISC and comment on ISC documentation to inform and assist the ISC with the preparation for conducting the pilot and main stage research; and during January to May 2017 conduct the pilot phase with 12 secondary school teachers for one classroom lesson each on quadratic equations (total of 12 classroom lessons), followed by the main stage during the 2017/18 academic year (i.e. October 2017 to June 2018), which shall involve 85 secondary school teachers for two classroom lessons each on quadratic equations (total of 170 classroom lessons), which shall include:

* Recruiting and working with schools to conduct the pilot and main stage video observations;
* Securing all required permissions to film in classrooms, and for future use of the videos, in line with ISC stipulations, including signed consent forms from each teacher participant and each parent/carer of every student who appears on video;
* Filming and analysing representative video evidence of mathematics teaching practice on quadratic equations;
* Gathering and analysing associated classroom artefacts for each lesson, the exact nature of which is to be determined by ISC but is likely to include: teachers’ unit and daily lessons plans for quadratic equations; example end-of-unit student tests; teacher log; and a short student questionnaire;
* Administering and analysing additional data via pre- and post- lesson surveys with teachers and students in each lesson, using questionnaires adapted from TALIS and PISA. For the pilot phase, pre-lesson surveys will be piloted with six schools, and post-lesson surveys will be piloted with six schools. For the main stage, pre- and post- lesson surveys will be conducted with each class (i.e. with the 85 secondary school teachers and their students);
* Administering and analysing pre- and post- mathematics tests with students participating in each lesson, using assessments developed by the ISC. For the pilot phase, the pre- test will be piloted with six schools and the post-test will be piloted with six schools. For the main stage, pre- and post- mathematics tests will be conducted with each class (i.e. with the classes of each of the 85 teachers);
* Collecting demographic information including school type, number of teachers in each school, number of students in each school, urban/rural location etc; and,
* Analysing and reporting findings from all aspects.

**4 TASKS AND METHODOLOGY**

**4.1 Project Management**

The OECD has established the ISC to coordinate and oversee the work across the countries involved. ISC, working with key personnel from each participating country, will devise and set study instruments, procedures and processes that shall be adhered to by the Contractor in each country: the Contractor shall work within internationally agreed protocols for the study, and with the Department to ensure new developments are consistent with the mathematics curriculum in secondary schools in England in years 9 and 10 (ISCED 2).

Due to the OECD timelines, some of the decisions on the development of the study instruments and procedures shall continue to take place throughout the development of the pilot phase and prior to the main stage study across all countries: where requirements, specification, tasks, and timelines are established or changed by the OECD or the ISC during the lifetime of this contract, the OECD or ISC requirements shall take priority over the detail contained within this contract. The Contractor shall report any such change promptly to the Department. When any such change results in material change to the scope or resource of the project, then the Contractor shall inform the Department and only if necessary will it be dealt with via the change control mechanism within this contract.

The lead Contractor for the TALIS 2018 Video Study in England is redacted>. The Contractor shall establish and maintain the following project management infrastructure, as can be seen in Figure 1 below.

**Figure 1: <redacted>**

The Contractor shall actively be involved in developing the study’s required instruments and processes, and collecting and rating videos of classroom teaching, in conjunction with ISC. Success of the TALIS 2018 Video Study will depend on the active participation of these experts over the course of the study. The Contractor shall appoint the following key personnel:

***National Project Manager (NPM):*** *<redacted>*

The NPM shall be the main point of contact for communication with the ISC and Department, and shall manage, and be responsible for the staffing of, a skilled team that shall undertake all tasks related to the development and implementation of the TALIS 2018 Video Study in England, on schedule and according to the international standards. The NPM shall manage the day-to-day partnership across the consortium, the relationship with the international partner organisation and the ISC, liaison with schools and Regional Champions, and leading the Delivery Team. The NPM shall be supported by a Project Co-ordinator, who shall provide support for the complex administration required for booking schools visits and data collection.

***Mathematics Expert:*** *<redacted>*

The mathematics expert shall have expertise in the mathematics curriculum in secondary schools in England in years 9 and 10 (ISCED 2). The mathematics expert shall work with experts from other countries, as well as the ISC, to develop and identify items suitable to assess quadratic equations, and shall provide pedagogical content knowledge for the development of the protocol and coding scheme that shall be applied to all classroom videos and artefacts.

***Observation Expert:*** *<redacted>*

The observation expert shall have expertise in the observation of classrooms and teachers and mathematics. The observation expert shall work with experts from other countries as well as the ISC, to develop the protocol and coding scheme that shall be applied to all classroom videos and artefacts. After the coding procedures are developed for the study, the expert shall serve as one of England’s ‘master coders’ who shall train raters in England and also act as adjudicator when raters application of codes differ significantly.

***Videographer:*** *<redacted>*

The videographer shall have expertise in video and audio recording within a school context, and shall select the equipment to be used and shall ensure the recordings made with that equipment meet the standards set by the ISC. The videographer shall also provide ongoing technical support during the study implementation to handle questions about set up of the equipment in classrooms and to trouble shoot any difficulties experienced in making or transferring the recordings.

Further key roles include:

***Consortium Board:*** *<redacted>*

The Consortium Board shall meet monthly and shall provide direction for the *<redacted>* consortium, and provide oversight of project performance.

***Expert Practitioner Panel:***

The Expert Practitioner Panel shall consist of selected members from the Contractor’s network of school-based mathematics and research system leaders. Members of the Panel shall also act as Regional Champions.

The Panel shall provide quality assurance and consultation through:

* Subject matter expertise in mathematics and mathematics delivery, standards and organisation across schools in England; and,
* Their capacity as stakeholders and system leaders, able to act as sounding boards for the study in their region.

|  |  |
| --- | --- |
| **Expert Practitioner Panel** | |
| **As Regional Champions they shall...** | **As members of the Expert Panel they shall…** |
| * Attend one or more Regional Briefing events and monthly Skype calls at peak implementation times * Act as a champion and answering FAQs by schools | * Review project plans e.g. to check the feasibility of timings for videos * Help to plan benefits for schools in their region from the research e.g. thinking how the videos might be best put to use for CPD in the future by the Department |

***Delivery Team:***

The Delivery Team shall be led by the NPM and shall work within a PRINCE2 project management framework to ensure that delivery meets the required standards within the project deadlines, and shall include:

* Monthly team management meetings to manage work across the consortium;
* Clear delivery plans with timelines, key activities and actions at every phase and the identification of work packages, products and benefits;
* Clear sign off and quality assurance processes, including through the internal Expert Practitioner Panel;
* Proactive identification, mitigation and resolution of risks and issues through continuous maintenance and regular review of risk registers and issue logs; and,
* Change control logs.

The Delivery Team shall have access to *<redacted>*.

***Steering Group and Advisory Group:***

The Department shall set up a Steering Group and an Advisory Group. It is envisaged that the Steering Group shall meet bi-annually whilst the Advisory Group shall meet annually, with regular communication via emails anticipated at key stages in the study: the Contractor shall attend those meetings and participate in email communications. The Steering Group is responsible for the operational management of the TALIS 2018 Video Study, and shall consist of analytical, policy and communications colleagues from within the Department, external stakeholders as appropriate, and the Contractor. The Advisory Group shall report to the Steering Group and shall consist of analytical, policy and communications colleagues from within the Department, the Contractor for the TALIS 2018 core study and the TALIS 2018 Video Study, representatives of the teaching unions/associations, representatives of school/teacher networks, and academic experts. The role of the Advisory Group shall cover the TALIS 2018 core study and the TALIS 2018 Video Study, and members shall:

* Review and advise on participant recruitment strategies;
* Assist with procuring endorsements for England’s public TALIS 2018 Video Study websites;
* Advise on barriers to success;
* Advise on quality and coverage of survey instruments; and,
* Disseminate information to members and encourage participation via newsletters and conferences.

**4.2 Outline of Project Phases**

The TALIS 2018 Video Study shall take place in three main phases: development (pre-pilot and pilot); implementation of main study; and, data analysis and reporting. Tasks within each phase are outlined below, followed by specific details.

**Phase 1: Development (pre-pilot and Pilot), June 2016 to July 2017**

The TALIS 2018 Video Study development phase began in February 2016, with involvement of the Department. The Contractor shall start in June 2016, initially working under a letter of intent for June and July 2016 (Annex A) and a second letter of intent for August and September 2016 (Annex B). The Contractor shall work within the internationally agreed protocols for the study, and with the Department to ensure new developments are consistent with the mathematics curriculum in secondary schools in England in years 9 and 10 (ISCED 2).

The development phase has been divided into 11 key tasks, outlined in Table 1,with key milestones. The Contractor shall be involved in all tasks from June onwards: the Department shall provide the Contractor with a report on all development activities thus far, highlighted in **bold** in the table. The Contractor shall use all reasonable endeavours to complete the tasks outlined in Table 1 and below. However, as the development of the study instruments and procedures shall continue to take place throughout the development of the pilot phase and prior to the main stage study across all countries, where requirements, specification, tasks, and timelines are established or changed by the OECD or the ISC during the lifetime of this contract, the OECD or ISC requirements shall take priority over the detail contained within this contract. The Contractor shall report any such change promptly to the Department. When any such change results in material change to the scope or resource of the project, then the Contractor shall inform the Department and only if necessary will it be dealt with via the change control mechanism within this contract.

**Table 1: Development phase tasks and key milestones, June 2016 to July 2017**

| **Task** | **Key milestones** |
| --- | --- |
| 1: Curriculum mapping across countries and selection of content focus | **23 May 2016: quadratic equations is the internationally agreed focal content to be assessed in the TALIS 2018 Video Study**  26 July 2016: ISC shall disseminate their understanding of individual countries teaching of quadratic equations and the sequence of teaching  2 August 2016: the Contractor shall provide feedback to the ISC on the sequence of quadratic equations  Autumn 2016: the Contractor shall identify when schools participating in the pilot are teaching quadratic equations |
| 2: Development of conceptualisations of effective teaching | **June 2016: ISC disseminated international draft common conceptualisations of effective teaching**  12 June 2016: the Contractor shall provide feedback to the ISC on draft common conceptualisation  1 August 2016: ISC shall disseminate the revised international common conceptualisations of effective teaching  15 August 2016: the Contractor shall provide feedback to the ISC on the revised conceptualisation  23 September 2016: the Contractor shall submit a rapid review of conceptualisations of effective teaching to the Department |
| 3: Development of observation protocol, training materials and associated data collection processes | **1 June 2016: the Department submitted sample videos**  27 June – 1 July 2016: the Contractor shall bring video/audio equipment to international meeting  29 July 2016: ISC shall disseminate draft pilot capture processes and technical specifications  5 August 2016: the Contractor shall submit feedback to the ISC on video capture, processes and technical specifications  September 2016: the Contractor shall prepare a workplan for the videography team to conduct the pilot with 12 schools during the pilot phase  1 October 2016: the Contractor shall submit to the ISC, sample videos from ten mathematics lessons, five of which should also include associated lesson materials, and five should include appropriate closed captioning and translations. The Contractor shall also respond to feedback from the ISC on beta-testing  30 November – 4 December 2016: the Contractor shall bring draft video data collection and transfer plan to the international meeting  9 January 2017: the Contractor shall train the videography team in the ISC approach to videoing  9 January 2017: the Contractor shall prepare a workplan for the videography team to conduct the pilot with 12 schools during the pilot phase  30 April 2017: the Contractor shall submit 12 sub-titled videos and provide detailed feedback on video collection to the ISC |
| 4: Development of protocols and guidelines for the collection and annotation of classroom artefacts | **1 June 2016: the Department submitted sample artefacts**  27 June – 1 July 2016: the Contractor shall bring video and artefact technology to international meeting  11 July 2016: ISC shall disseminate the teacher artefact log for comment  24 July 2016: the Contractor shall provide feedback to the ISC on the teacher artefact log  5 August 2016: ISC shall disseminate the revised artefact log for completion  1 October 2016: the Contractor shall submit sample completed artefact logs from a minimum of five mathematics teachers of key stage 3/key stage 4 students (ISCED 2) for three consecutive days of instruction to the ISC  30 November – 4 December 2016: the Contractor shall bring artefact handling plans to the international meeting  9 January 2017: the Contractor shall train the videography team in the ISC approach to artefact collection  30 April 2017: the Contractor shall submit to the ISC, annotated artefacts from 12 lessons on quadratic equations, including a teacher log for each of the 12 teachers at the end of the unit on quadratic equations |
| 5 & 6: Development of student and teacher questionnaires | 27 June – 1 July 2016: the Contractor shall discuss ideas for additional questionnaire topics at the international meeting  17 July 2016: the Contractor shall submit additional constructs with existing scales for consideration for inclusion in the questionnaires to the ISC  1 September 2016: ISC shall disseminate the draft questionnaires and information about expected response time  15 September 2016: the Contractor shall submit feedback to the ISC on the draft questionnaires and expected response time, in agreement with the Department  September – November 2016: the Department and the Contractor shall draft additional England specific questions for inclusion in the student and teacher questionnaires  October 2016: the Contractor shall review draft questionnaires  29 November 2016: the Contractor shall submit test administration and distribution plans to the ISC  30 November – 4 December 2016: questionnaires will be finalised at the international meeting. The Contractor shall bring plans for printing, administering and scoring questionnaires to international meeting  8 December 2016: the Contractor shall submit finalised additional England-specific questions to ISC for inclusion in the questionnaires, which shall have been cleared by the Department  December 2016: the Contractor shall submit a log of adaptations of the questionnaires to the ISC, and review, if necessary, in light of piloting, to ensure suitability for the main stage  By 1 April 2017: the Contractor shall collect pre- lesson student questionnaire data from a minimum number of students (exact number to be determined by the ISC) in each of six schools participating in the pilot, and shall collect post- lesson student questionnaire data from a minimum number of students (exact number to be determined by the ISC) in each of six different schools participating in the pilot: 12 schools shall participate in the pilot, in total  By 1 April 2017: the Contractor shall collect end of lesson survey data from students across the 12 participating pilot schools  By 1 April 2017: the Contractor shall collect pre- and post- lesson survey data from the 12 teachers participating in the pilot  30 April 2017: the Contractor shall submit all data to the ISC |
| 7: Development of student pre- and post- tests | 27 June – 1 July 2016: the Contractor shall discuss test blueprints and bring 5-10 items for inclusion on the tests  20 July 2016: ISC shall disseminate revised draft test items and a revised item contribution assignment  15 August 2016: the Contractor shall submit feedback to the ISC on the revised draft test items and the item contribution assignment  October 2016: the Contractor shall review draft test items  29 November 2016: the Contractor shall prepare and submit test administration and distribution plans to the ISC  30 November – 4 December 2016: the Contractor shall review draft instruments and bring plans for printing, administering and scoring tests  December 2016: the Contractor shall submit a log of adaptations of the tests to the ISC, and review, if necessary, in light of piloting, to ensure suitability for the main stage  By 1 April 2017: the Contractor shall collect pre- test data from a minimum number of students (exact number to be determined by the ISC) in each of six schools participating in the pilot, and shall collect post- test data from a minimum number of students (exact number to be determined by the ISC) in each of six different schools participating in the pilot: 12 schools shall participate in the pilot, in total  30 April 2017: the Contractor shall submit all test data to the ISC |
| 8: Identification of a sampling strategy and recruitment plan for each country | 27 June – 1 July 2016: the Contractor shall provide input for plans for recruiting schools and teachers to international meeting  1 August 2016: ISC shall disseminate recruitment documentation for completion  1 September 2016: the Contractor shall submit the completed recruitment documentation to the ISC, and shall prepare draft recruitment materials and information packs for the pilot  September 2016 (date to be confirmed by ISC): the Contractor shall submit data on 500 schools to *<redacted>* for sampling for the main stage, working with the Contractors on the TALIS 2018 core study and the Department  Autumn 2016: the Contractor shall recruit 12 schools, 12 teachers, and students to take part in the pilot in January 2017  30 November – 4 December 2016: the Contractor shall provide a list of sampled schools for the pilot and provide reports on recruitment progress to the ISC and to the Department, using all reasonable endeavours to ensure completion by 12 schools in the pilot  January – June 2017: the Contractor shall develop, finalise and implement recruitment materials and communication plans with the schools in the main stage sampling frame and begin recruiting schools for the main stage |
| 9: Development of protocols and guidelines for the protection of human subjects | 27 June – 1 July 2016: the Contractor shall bring confirmed plans for protection of human subjects  1 October 2016 (date to be confirmed by ISC): finalisation of data transfer agreement  30 November – 4 December 2016: the Contractor shall provide feedback to finalise consent forms |
| 10: Adaptation, translation and verification of instruments | It is not anticipated that the Contractor will need to translate instruments as we expect these to be in English (US). However, the Contractor shall review the language and terminology to ensure that they will be understood and interpreted correctly in the English context; recommend adaptations to the instruments; have these approved by Department and the ISC, and print the final national instruments.  27 June – 1 July 2016: processes to be used for translation of materials shall be identified by the international meeting  15 August 2016: ISC shall disseminate translation plan details  30 November – 4 December 2016: the Contractor shall confirm translation and adaptation plans  January 2017: the Contractor shall ensure all documents have been fully translated, adapted and verified prior to piloting. |
| 11: Piloting of all instruments and processes for the study | 27 June – 1 July 2016: the Contractor shall bring examples of video and audio equipment and identify data storage procedures to the international meeting  30 November – 4 December 2016: the Contractor shall have selected sample for pilot by the international meeting  9 January 2017: the Contractor shall print all final version instruments and materials ready for distribution to the 12 schools and associated participants of the pilot  30 April 2017: the Contractor shall enter all data collected, clean the data, and upload to the ISC  31 May 2017: the Contractor shall submit a report detailing the pilot data and the pilot stage to the Department for review |
| Overarching | The Contractor shall submit quarterly progress and activity reports to the Department, summarising work across all tasks. |

In summary, in the development phase between June 2016 to July 2017, the Contractor shall:

* Finalise the development of all instruments, with the ISC, including conceptualisations of effective teaching, guidelines for videoing lessons, classroom artefacts, student and teacher questionnaires, pre- and post- lesson tests with students, end of lesson surveys, and consent forms;
* Produce and submit a rapid review of conceptualisations of effective teaching to the Department;
* Identify equipment and/or services that satisfy the TALIS 2018 Video Study technical requirements for the capture/streaming of video and the collection, storage and submission of classroom artefacts;
* Identify 500 schools from their network of schools and submit details to the ISC to draw the main stage sample, working with the Contractors on the TALIS 2018 core study and the Department;
* Identify a sampling strategy and plan and the target population for the pilot study;
* Recruit and work with schools to conduct pilot observations to capture lessons on quadratic equations in 12 schools, with 12 teachers, and a minimum number of students (exact number to be determined by the ISC) in each of 12 lessons;
* Secure all required permissions to film in classrooms for the pilot phase, and for future use of the videos, in line with ISC stipulations, including signed consent forms from each teacher participant and each parent/carer of every student who appears on video;
* Conduct and report findings from pilot video observations in secondary schools in England in January – June 2017, with 12 teachers, in one lesson each (total of 12 classroom lessons). Pre- lesson tests and questionnaires shall be completed by a minimum number of students (exact number to be determined by the ISC) in each of six schools; post- lesson tests and questionnaires shall be completed by a minimum number of students (exact number to be determined by the ISC) in each of six schools; end of lesson surveys shall be completed by students in each of the 12 schools; pre- and post- lesson surveys shall be completed by each of the 12 teachers; sub-titled videos and annotated artefacts shall be collated for each of the 12 schools; and,
* Submit quarterly progress and activity reports to the Department summarising work across all tasks.

The Contractor shall attend and participate in key meetings in the first phase with the ISC. Confirmed dates and locations are outlined below: the Contractors shall attend additional meetings as required by the ISC:

* **27 June – 1 July 2016, Arlington, Virginia, USA**: the Contractor shall discuss the video and audio technology to be used; topics for inclusion in questionnaires; and plans for recruiting schools and teachers; and,
* **30 November – 4 December 2016, Frankfurt, Germany:** the Contractor shall review plans for teacher and student questionnaires; sampling schools and teachers; and consent forms.

The Contractor shall also participate in key webinars in the first phase with the ISC, including, but not limited to:

* **6 October 2016:** reviewing the student and teacher questionnaires;
* **October 2016 (date to be confirmed):** reviewing the test materials;
* **October 2016 (date to be confirmed):** reviewing video, data capture and transfer, recruitment plans, and the pilot;
* **October/November 2016 (date to be confirmed):** country specific webinars leading up to the key meeting in Frankfurt 30 November – 4 December 2016.

The Contractor shall also participate in monthly update meetings with the Department, and in Steering Group and Advisory Group meetings. The first of these latter meetings has been agreed, whilst later dates are to be determined, but are likely to include one to two further meetings within the development phase:

* **5 October 2016 (London)**: inaugural meeting of the Advisory Group; finalisation of country specific questions for TALIS 2018 core study.

**Phase 2: Implementation of main study, August 2017 to March 2016**

The second phase of the TALIS 2018 Video Study shall mainly cover the implementation of the main phase and submission of data from the main study.

The Contractor shall use all reasonable endeavours to achieve the following activities outlined in Table 2 and below. However, where requirements, specification, tasks, and timelines are established or changed by the OECD or the ISC during the lifetime of this contract, the OECD or ISC requirements shall take priority over the detail contained within this contract. The Contractor shall report any such change promptly to the Department. When any such change results in material change to the scope or resource of the project, then the Contractor shall inform the Department and only if necessary will it be dealt with via the change control mechanism within this contract.

**Table 2: Implementation of main study, tasks and key milestones, August 2017 to March 2019**

| **Task** | **Key milestones** |
| --- | --- |
| 1: Curriculum mapping across countries and selection of content focus | September 2017 – October 2017: the Contractor shall identify when schools participating in the main study are teaching quadratic equations |
| 3: Development of observation protocol, training materials and associated data collection processes | 1 September 2017: the Contractor shall train the videography team in the ISC approach to videoing, to the ISC standards required  September 2017: the Contractor shall prepare a workplan for the videography team to conduct the main study with the 85 schools  October 2017 – June 2018: the Contractor shall ensure two lessons on quadratic equations (beginning and end of unit) are videographed for 85 teachers in secondary schools  30 August 2018: the Contractor shall upload all videos to the *<redacted>* for coding  October 2018 (date tbc): international meeting to discuss video coding protocols  January 2019 (date tbc): international meeting to train and certify Master Rater (observation expert) for each country  February 2019 (dates tbc): the Contractor’s Master Rater shall train the England team of raters to rate the video data  February – March 2019: the Contractor shall rate all video data using the ISC observation protocol  31 March 2019: the Contractor shall submit ratings of video data to ISC |
| 4: Development of protocols and guidelines for the collection and annotation of classroom artefacts | 1 September 2017: the Contractor shall train the videography team in the ISC approach to collating and annotating artefacts  October 2017 – June 2018: the Contractor shall ensure classroom artefacts are collected, for each of two lessons on quadratic equations (beginning and end of unit), including end of unit artefacts, in line with ISC requirements  31 July 2018: the Contractor shall annotate and check all collected artefacts  October 2018 (date tbc): international meeting to discuss artefact coding protocols  January 2019 (date tbc): international meeting to train and certify Master Rater (observation expert) for each country  February 2019 (dates tbc): the Contractor’s Master Rater shall train the England team of raters to rate the artefact data  February – March 2019: the Contractor shall rate all artefact data using the ISC protocol  31 March 2019: the Contractor shall submit ratings of artefact data to ISC |
| 5 & 6: Student and teacher questionnaires | 1 September 2017: the Contractor shall print all questionnaire materials ready for distribution  October 2017 – June 2018: the Contractor shall collect pre- and post- lesson teacher and student questionnaires for each of the videotaped lessons  October 2017 – June 2018: the Contractor shall collect end of lesson survey data from students for each of the videotaped lessons  October 2017 – June 2018: the Contractor shall collect a log from the 85 teachers at the end of the unit on quadratic equations  1 November 2018: the Contractor shall enter and clean all data  8 November 2018: the Contractor shall upload all data to ISC |
| 7: Student pre- and post- tests | 1 September 2017: the Contractor shall print all test materials ready for distribution  October 2017 – June 2018: the Contractor shall collect student pre- and post- tests in each of the videotaped lessons  1 November 2018: the Contractor shall enter and clean all data  8 November 2018: the Contractor shall upload all data to ISC |
| 8: Recruitment plan | 30 August 2017: the Contractor shall provide feedback on sampling and recruitment from pilot at international meeting |
| 9: Protocols and guidelines for the protection of human subjects | 30 August 2017: the Contractor shall provide feedback on consent process from pilot at the international meeting  September 2017 – June 2018: the Contractor shall collect all consent information, in line with guidelines from the ISC on the protection of human subjects. This is expected to include participating schools, teachers, students and parents/carers. |
| 11: Piloting of all instruments and processes for the study | 30 August 2017: the Contractor shall submit feedback on the pilot to the ISC and the Department |
| Overarching main stage processes for the study | The Contractor shall submit quarterly progress and activity reports to the Department, summarising work across all tasks.  October 2018 – June 2018: the Contractor shall conduct the main stage of the study, prepare data and submit to the ISC |

In summary, the Contractor shall:

* Recruit and work with schools over a wide study window to establish when quadratic equations is taught during the school year and to ensure those particular lessons are observed and videotaped;
* Secure all required permissions to film in classrooms, and for future use of the videos, in line with ISC stipulations, including signed consent forms from each teacher participant and each parent/carer of every student who appears on video;
* Conduct the main stage video observations of 85 teachers, in two lessons each with students in years 9 and 10 (ISCED 2; total of 170 classroom lessons), on quadratic equations. The minimum number of consenting students is to be determined by the ISC: the Contractor shall use all reasonable endeavours to secure this number for each videotaped lesson;
* Film and analyse representative video evidence of mathematics teaching practice on quadratic equations;
* Gather and analyse associated classroom artefacts for each lesson, the exact nature of which is to be determined by ISC but is likely to include: teachers’ unit and daily lessons plans for quadratic equations; example end-of-unit student tests; teacher log; and a short student questionnaire;
* Administer and collate additional data via pre- and post- lesson surveys with teachers and students in each lesson, using questionnaires prepared by ISC, with the inclusion of a selection of England specific questions;
* Administer and collate pre- and post- mathematics tests with students participating in each lesson, using assessments developed by the ISC;
* Collect demographic information including school type, number of teachers in each school, number of students in each school, urban/rural location etc;
* Prepare and submit data to the ISC; and,
* Submit quarterly progress and activity reports to the Department summarising work across all tasks.

The Contractor shall attend and participate in key meetings in the second phase with the ISC as outlined below. The Contractors shall attend additional meetings as required by the ISC:

* **August 2017** **(exact date and location to be confirmed):** the Contractorshall review results across the countries involved in the pilot phase and finalise the main sample.
* **October 2018 (date and location to be confirmed):** international meeting to discuss coding protocols for videos and artefacts; and,
* **January 2019 (date and location to be confirmed):** international meeting to train and certify country master raters (observation expert).

The Contractor shall also participate in key webinars in the second phase with the ISC. Dates for these are yet to be confirmed by ISC.

The Contractor shall also participate in monthly update meetings with the Department, and in Steering Group and Advisory Group meetings. Dates for these are yet to be confirmed.

**Phase 3: Data Analysis and Reporting, April 2019 to December 2019**

The third phase of the TALIS 2018 Video Study shall mainly cover the analysis of main study data, and reporting main study findings to the Department.

The Contractor shall use all reasonable endeavours to achieve the following activities outlined in Table 3 and below. However, where requirements, specification, tasks, and timelines are established or changed by the OECD or the ISC during the lifetime of this contract, the OECD or ISC requirements shall take priority over the detail contained within this contract. The Contractor shall report any such change promptly to the Department. When any such change results in material change to the scope or resource of the project, then the Contractor shall inform the Department and only if necessary will it be dealt with via the change control mechanism within this contract.

**Table 3: Data analysis and reporting stage tasks and key milestones, April 2019 to December 2019**

| **Task** | **Key milestones** |
| --- | --- |
| 3: Observation protocol, training materials and associated data collection processes | 30 June 2019: the Contractor shall analyse representative video evidence of mathematics teaching practice on quadratic equations  November 2019 (date tbc): the Contractor shall review the videos created by the ISC for the Global Video Library |
| 4: Artefact protocols and guidelines for the collection and annotation of classroom artefacts | 30 June 2019: the Contractor shall analyse associated classroom artefacts for each lesson, the exact nature of which is to be determined by ISC but is likely to include: teachers’ unit and daily lessons plans for quadratic equations; example end-of-unit student tests; teacher log; and a short student questionnaire |
| 5 & 6: Student and teacher questionnaires | 30 June 2019: the Contractor shall analyse data from the pre- and post- lesson questionnaires with teachers and students in each lesson, using the questionnaires prepared by ISC, and conduct analysis of the selection of England specific questions included in the teacher and student questionnaires |
| 7: Student pre- and post- tests | 30 June 2019: the Contractor shall analyse pre- and post- mathematics tests with students participating in each lesson, using the assessments developed by the ISC |
| Overarching main stage processes for the study | The Contractor shall submit quarterly progress and activity reports to the Department, summarising work across all tasks.  30 June 2019: the Contractor shall complete analysis of all datasets and videotaped sessions for the Department  1 September 2019: the Contractor shall submit a draft report to the Department  1 November 2019: the Contractor shall submit a final, cleared report ready for publication |

In summary, the Contractor shall:

* Analyse representative video evidence of mathematics teaching practice on quadratic equations;
* Analyse associated classroom artefacts for each lesson, the exact nature of which is to be determined by ISC but is likely to include: teachers’ unit and daily lessons plans for quadratic equations; example end-of-unit student tests; teacher log; and a short student questionnaire;
* Analyse data from the pre- and post- lesson questionnaires with teachers and students in each lesson, using questionnaires prepared by ISC, with the inclusion of a selection of England specific questions;
* Analyse pre- and post- mathematics tests with students participating in each lesson, using assessments developed by the ISC;
* Analyse and draw comparisons across all datasets;
* Report findings from all aspects to the Department; and,
* Submit quarterly progress and activity reports to the Department summarising work across all tasks.

Further details on analytical plans are outlined below, and shall be further explored and agreed between the Contractor and the Department, as the project progresses.

The Contractor shall attend and participate in key meetings and webinars in the third phase with the ISC, if these are required. Dates and requirements are yet to be confirmed.

The Contractor shall also participate in monthly update meetings with the Department, and in Steering Group and Advisory Group meetings. Dates for these are yet to be confirmed.

**4.3 Sampling**

**Pilot stage**

The focus of the pilot stage shall be on testing the instrumentation (including the pre- and post- tests, the pre- and post- lesson teacher and student questionnaires, and the end of lesson survey with students) and the processes for videoing the lessons on quadratic equations. The Contractors shall use all reasonable endeavours to:

* Recruit and work with schools to conduct pilot observations to capture lessons on quadratic equations; and,
* Conduct, analyse and report findings from pilot video observations in secondary schools in England in Spring 2017, with 12 teachers, in one lesson each (total of 12 classroom lessons), including: pre- lesson tests and questionnaires shall be completed by a minimum number of students (exact number to be determined by the ISC) in each of six schools; post- lesson tests and questionnaires shall be completed by a minimum number of students (exact number to be determined by the ISC) in each of six schools; end of lesson surveys shall be completed by students in each of the 12 schools; pre- and post- lesson surveys shall be completed by each of the 12 teachers; sub-titled videos and annotated artefacts on quadratic equations shall be collated for each of the 12 schools.

As the main focus on the pilot is on testing the instruments, the ISC have not set clear rules for sampling such as randomisation or through the sampling criteria chosen for the main stage. The Contractor shall therefore recruit schools through their existing networks, as outlined in Section 4.4 Recruitment of Teachers and Schools.

**Main stage**

The ISC’s sampling criteria stipulates a representative sample of schools across each participating country, and shall include maintained and independent secondary schools in England (not including special schools).

The Contractor shall:

1. Identify the sampling frame, which will comprise a list of 500 schools in England chosen from the Contractor’s network of schools *<redacted>*, where quadratic equations are taught;
2. Use stratified sampling to identify the schools to be submitted to the ISC. The sample shall cover a range of criteria, to be agreed with the ISC, to ensure the sample is representative of the population;
3. Stratifiers are yet to be determined by the ISC, but are expected to include: region, funding source, school size, prior academic performance, and measures of deprivation (free school meals, FSM); and,
4. Collate further demographic information including, but not limited to: ethnic diversity of schools; urban/rural location; and Ofsted performance.

The Contractor shall work with the ISC sampler (*<redacted>*), the Department’s TALIS 2018 core study Project Manager (*<redacted>*), and the TALIS 2018 core study NPM (*<redacted>*), to determine a suitable sample for the TALIS 2018 Video Study. The Contractor shall provide the ISC sampler with details of 500 schools, in September 2016 (date tbc) within the Contractor’s preferred sample group, or network of schools which fit the sampling framework outlined above. The ISC sampler shall ensure schools are not selected to take part in both the TALIS 2018 core study and the TALIS 2018 video study. Section 4.4 has further details on Recruitment of schools and teachers and the network of schools.

The ISC sampler shall draw a random sample of 85 schools from the Contractor’s network, plus a further 15 randomly chosen schools from all secondary schools (including independent schools *<redacted>*) in England, totalling 100 schools. In addition, the ISC sampler shall allocate two ‘neighbour’ schools to each of the total of 100 schools, resulting in 100 triplets of schools from which 85 schools for the main stage shall be recruited. The triplets for the 85 schools drawn from the Contractor’s network shall also be drawn from that network, whilst the triplets for the 15 randomly chosen schools shall be drawn from all secondary schools in England. The Contractor shall actively and evenly recruit all 100 schools, moving to recruiting from the ‘neighbour’ schools where the first school declines.

The Contractor shall endeavour to ensure that they achieve the agreed sampling strategy and shall ensure that the pilot phase collects all required information from 12 secondary school mathematics teachers and their students in one lesson on quadratic equations, and for the main stage with 85 secondary school mathematics teachers and their students in two lessons on quadratic equations.

**4.4 Recruitment of schools and teachers**

**Pilot stage**

The Contractor shall recruit schools for the pilot stage through their existing relationships and networks with schools. As the main stage sample shall include a number of independent schools, the Contractor shall approach and recruit a minimum of one independent school in the pilot stage. The Contractor shall approach schools early in the autumn 2016 term to take part in the pilot stage. Once a school has expressed an interest in participating in the pilot, the Contractor shall conduct follow up calls or visits to explain the details of what is involved, and the required commitment for teachers and students. If a school decides to proceed, the NPM will continue to liaise regularly with the named Project Lead at the school, in order to ensure the school’s continued involvement, and that all requirements for the pilot study are met. The Contractor shall clear all materials to be used in the promotion and recruitment of schools with the Department.

**Main stage**

The Contractor shall use all reasonable endeavours to ensure that 85 teachers, and students in two lessons, participate in video observations, provide lesson artefacts, and complete pre- and post-tests, end of lesson surveys, and pre- and post- lesson teacher and student questionnaires, in the main stage of the study. The main stage shall take place during the 2017-18 academic year.

The Contractor shall develop a detailed recruitment strategy for recruiting schools and teachers to the pilot and main study, to be agreed by the Department. The Contractor shall, from existing relationships with networks including *<redacted>*, select and recruit up to 11 Regional Champions with expertise in research and mathematics teaching to support the TALIS 2018 Video Study in England. These Regional Champions shall form an Expert Practitioner Group for the Study, which shall support the recruitment and retention for the TALIS 2018 Video Study by providing school-led challenge on recruitment plans, and to support regional communications and briefing events. These networks shall include the preferred sample group, which the Contractor shall provide to the ISC sampler, and is expected to be in the region of 500 schools. Section 4.3 Sampling contains further details above.

The Contractor shall conduct an awareness-raising campaign to raise the profile of the TALIS 2018 Video Study and main stage recruitment in May-July 2017, before the school summer holidays. The Contractor shall recruit schools through the following key steps:

1. **School Recruitment Plan**: creation of school recruitment plan, school database, and initial School Communications Pack, explaining the programme and its benefits. The Contractor shall test these plans and materials with the Expert Practitioner Panel.
2. **Publicising the TALIS Video Study:** Prior to inviting schools identified in the set of ‘triplets’ for the main project, the Contractor shall publicise the study, particularly across the 500 partnership schools that the triplets will be drawn from. *<redacted>*. Content for the website shall be approved by the Department. The Advisory Group shall also provide endorsement, support, and dissemination of information to their networks.

*<redacted>*. Teachers will be asked to share, on camera, their experiences of the pilot to encourage other schools to respond positively *<redacted>*. *<redacted>*. During/after the pilot phase, either the NPM or a teacher from one of the pilot schools, shall submit an entry about the pilot.

1. **Invite schools and nominate Study Lead**: The Contractor’s central Project Management team shall issue invitations to schools directly by post, email and telephone, in September 2017. The team shall work with the Regional Champions to engage with schools. Each school shall be asked to nominate a Study Lead.

To support recruitment and retention, the Contractor shall, with ISC and Department approval, provide schools with the following incentives. After fieldwork, each participating school shall receive:

* A summary of the overall project, which may include videotaped lessons and feedback, subject to the ISC and the Department’s guidelines and restrictions;
* An *<redacted>* video, outlining how the academic research team use instruments in lesson research; and,
* *<redacted>*, signposting references for best practice mathematics teaching.

1. **Regional Information Events**: The Contractor shall invite the Study Leads from each recruited school to up to nine Regional Information Events in October-November 2017. The events shall explain the study and requirements in detail, including:

* Explaining the benefits of the study and creating a sense of excitement and enthusiasm;
* Handing out full briefing packs, with all necessary documentation, consent forms, instructions, and FAQs;
* Creating a peer support network amongst participating schools;
* Explaining key milestones and logistics, including the importance of engagement during the long research window, and the milestones for returning Schemes of Work, consent forms, and booking in the Videographer;
* Setting expectations about random sampling of teachers within schools, research and video permissions; and,
* Initial discussion around mathematics Schemes of Work and likely timing of lessons on quadratic equations.

In the event of school drop out after the Regional Events, the Contractor shall secure cooperation from additional schools from the replacement sample, as outlined in Section 4.4 Sampling.

1. **Ongoing communications and support**: After the Regional Events, the Contractor shall:

* Conduct follow-up calls with the Study Lead in each school, in October/November 2017 to maintain engagement;
* Send out Briefing Packs to Study Leads with guidance sheets for participating teachers, headteachers, parents/carers and students;
* Establish a helpdesk service;
* Conduct a regular series of Regional Skype calls with school Study Leads, during the Autumn Term and until the end of fieldwork and testing;
* Use Regional Champions to support FAQs from schools;
* Establish a programme of communications through newsletters and emails; and,
* Work with the Department and the Advisory Group to generate positive press coverage about the study, to build excitement and maintain engagement.

The Contractor shall clear all communication and promotional materials and content with the Department prior to use.

**4.5 Consent and permissions**

**Pilot stage**

The ISC shall set a minimum number of students to participate in each of the 12 videotaped lessons in the pilot, and in the completion of pre- and post- lesson tests (piloting each with six classes), pre- and post- lesson questionnaires (piloting each with six classes), and end of lesson tests (piloting with all 12 classes). The Contractor shall use all reasonable endeavours to ensure this minimum number is reached. All 12 teachers are expected to complete pre- and post- lesson questionnaires and teacher logs, and to provide artefacts, to be agreed by the ISC. The ISC shall devise and finalise consent forms for schools, teachers, parent/carers and students. The Contractor shall provide feedback and input to the ISC on draft versions and shall adhere to internationally agreed protocols.

**Main stage**

The ISC shall set minimum student participation rates. The Contractor shall provide feedback and input to the ISC on the piloting of the consent forms and the ISC shall amend and finalise consent forms for schools, teachers, parent/carers and students. The Contractor shall adhere to internationally agree protocols and shall use all reasonable endeavours to secure permission from the ISC set minimum student participation rates.

The ISC has stipulated that each participating country shall aim to secure permissions and collect and submit 20% of videotaped lessons for inclusion in the Global Video Library. Schools, teachers, parents/carers and students shall be specifically asked for their permission for their video to be included in the Library. The ISC shall develop the wording for this consent, along with wording for all other consent forms.

In the autumn 2017 and spring 2018 term, the Contractors shall collect permissions and consents from schools, teachers, parents/carers and students.

The Contractor shall:

* Ask each school Study Lead to collect and manage permissions, and send scanned copies to the central Project Management team. Parent/carer permissions shall be tagged with student identifiers;
* Train Videographers and Test Administrators to collect last minute forms when visiting schools; and,
* Ensure all ISC international protocols on minimum student participation rates and consent are adhered to.

**4.6 Designing the observation and artefact protocols**

The ISC shall design the observation and artefact protocols and these shall not be tested during the pilot stage. The Contractor shall provide input and feedback to the ISC on draft iterations and shall work within ISC agreed protocols.

The Contractor shall complete the following key steps:

1. **Rapid review of conceptualisation of effective teaching**. The Contractor shall conduct a rapid review of the conceptualisation of effective teaching and mathematics teaching in years 9 and 10 in England (ISCED 2), and shall feed back to the ISC on their centralised conceptualisation by 12 June. The Contractor shall also feedback on an amended version in August 2016. The Contractor shall prepare a document on conceptualisations of effective teaching for the Department, and shall submit this by 23 September 2016.
2. **Input into the design or adaptation of the observation protocol.** The Contractor shall provide input into the design and adaptation of the observation and artefact protocols as required throughout the lifetime of the study. The Contractor shall review, in conjunction with ISC:

* Is the protocol fit for purpose, given where quadratic equations fits within the overall Key Stage (KS) 3 and KS4 mathematics curriculum?
* Is the protocol fit to capture the range of teaching practices seen in the classroom in England for quadratic equations?
* The relative emphasis on mathematics specific versus generic features of effective teaching, and how the protocol compares to other international studies in this area; and,
* Optimising the number of teaching components or characteristics to ensure value for money: analysis time versus the usefulness of the data generated?

The Contractor shall generate a report to support comment on these areas, such as the range of mathematics teaching in England.

The ISC shall develop the observation protocols, and the Contractor shall provide feedback and input as required, including ensuring the rubric:

* Has clear benchmark descriptions of the teaching component;
* Contains ‘look fors’ - or examples of practice - for each level of the range of teaching expected e.g. Level 1 to Level 4; and,
* Has clear and simple protocols for the capture of qualitative data.

**4.7 Identifying timing of lessons within each school**

The main stage fieldwork data collection shall take place between October 2017 and June 2018. The Contractor shall ensure that the sampled teachers are teaching quadratic equations on the day that the Videographer is scheduled to attend the school and shall take all reasonable steps to ensure planned dates proceed. The NPM shall oversee a series of approaches to plan and co-ordinate the scheduling process, including:

* **Gathering Schemes of Work and setting expectations*.***

The Contractor shall ensure that participating schools submit Schemes of Work for the participating classes, in autumn 2017, including through attendance at the Regional Information Events in autumn 2017, to enable the Contractors to begin modelling logistics.

* **Initial planning and delivery model.**

The NPM shall lead the development of an initial plan and logistical model in autumn 2017, based on the submitted Schemes of Work, for the deployment of videographers which optimises videographer resources whilst minimising disruption to schools’ schemes of work.

The NPM shall be advised by the Mathematics Expert and the Expert Practitioner Panel, who shall provide rapid feedback on the feasibility of draft plans for schools. The plan shall be shared with schools in November 2017 so that the Study Lead in each school can undertake initial liaison with the sampled teacher to agree the timing of the lesson within a two-week window.

* **Final scheduling.**

Between October 2017 and April 2018, the Contractor shall engage schools through emails and Skype events to finalise the overall delivery plan. The Contractor shall ensure that schools book a ‘slot’ for the videographer according to availability through an online central diary system set up by the Contractor.

* **Pre-visit checks.**

The Contractor shall email a reminder two weeks and one week before the visit, and telephone the school Study lead the working day before to ensure visits proceed as planned. If a visit is cancelled on the day of the visit, the Contractor shall work with the school to book an alternative date. If this is not possible, the Contractor shall recruit a triplet school to participate in the study.

**4.8 Implementing video observations in schools**

**Designing and conducting video observations in schools**

**Pilot stage**

The ISC shall design a standard video plan, as outlined in the main stage below, which the Contractor shall provide feedback and input into. The Contractor shall work within internationally agreed protocols. The Contractor shall pilot the standard video plan and shall provide feedback to the ISC, for further development, if necessary, for the main stage.

The Contractor’s NPM shall work with the Videographer to plan and manage the individual school visits during the pilot stage, and shall provide training for the Videographers, as outlined in the main stage below, to ensure internationally agreed protocols are adhered to.

**Main stage**

The Contractor shall use all reasonable endeavours to achieve the following for the main stage, and where appropriate, for the pilot stage (as outlined above):

* **Designing the video plan.**

The ISC shall design and set a standard video plan, which the Contractor shall provide feedback and input in to. It is anticipated that the plan shall cover:

* + The number of cameras in each classroom and the type of equipment (to be agreed initially in September 2016);
  + Location of cameras in classroom and key shots to be captured;
  + Audio equipment plans and how to set up e.g. mic-ing of teachers
  + Capture of artefacts (to be agreed by ISC); and,
  + Health and safety, and safeguarding considerations and policies

The ISC shall set the requirements and the Contractor shall work with the internationally agreed protocols. It is anticipated that in 80% of the videotaped lessons, one camera shall be used to capture the lesson. In the remaining 20%, two cameras shall be used to capture the lesson, which shall be combined into one video, post-production, for use in the Global Video Library.

For each school the Contractor shall set up a detailed schedule, contact names, and any additional instructions for the gathering of consent forms.

* **Briefing Event for Videographers**.

In October 2017, the Contractor shall brief and train the Videographers on:

* + The research objectives;
  + Schedules and logistical arrangements;
  + Briefing on any areas of particular interest to capture in mathematics teaching;
  + Training on post-production to create one video output from each lesson, for those lessons videotaped using two camera points, for the Global Video Library; and,
  + Working in as unobtrusive a manner as possible so not to affect the lesson or outcomes.
* **Management of Videographer schedules.**

The Contractor shall manage Videographers schedules and shall liaise directly with schools and the videographers.

* **Pre-visit equipment checks**.

The Videographer shall set and supervise protocols for pre-visit equipment checks to be carried out by visiting videographers.

* **Communicating video requirements to schools.**

The Contractor, in consultation with the ISC, shall prepare and distribute guidelines for filming to schools in September 2017, and in the reminder emails two and one week before the visit. This shall outline the guideline and filming requirements including:

* + Ensuring appropriate spaces are provided;
  + Avoiding background noise, poor lighting, cramped classrooms etc.; and,
  + Advance notice that arrangements will need to be made for students without consent to sit out of camera shot or to take ‘back of head’ shots only.
* **Conducting the video.**

The Contractor shall ensure the following key activities and considerations are taken during the filming process, in consultation with the ISC:

* + Tagging videos and artefacts with sample numbers, size of teaching group, any interruptions to the video process; and,
  + Ability to field questions from teachers, students and the school’s Study Lead on next steps and the research programme in general.
* **Post production.**

The ISC has determined that the Contractor shall subtitle the 12 videotaped lessons produced in the pilot stage but that this is not required for the main study videos, apart from those videos to be included in the video library, which shall be subtitled.

For the videotaped lessons that shall be submitted to the ISC for the Global Video Library, where more than one camera is used for each lesson, the Contractor shall ensure that the trained Videography team compile and review the raw footage, to produce a final version that can be coded, rated and analysed.

* **Data transfer.**

The Contractor shall ensure all raw footage shall be transferred by Videographers to *<redacted>* secure server. Country videos shall remain in the country with the following expectations:

* Pilot videos shall be loaded to *<redacted>* (for the ISC), subject to a signed satisfactory data agreement; and,
* Videos from the main stage for the Global Video Library shall be uploaded to the ISC, which shall be subject to specific permissions and consent being in place prior to upload, as outlined in Section 4.5 Consent and permissions.

**4.9 Pre- and post- lesson student tests, pre- and post-lesson teacher and student questionnaires, and end of lesson student surveys**

The Contractor shall lead the management and administration of pre- and post- lesson student tests, teacher and student questionnaires, and end of lesson student surveys. The ISC has determined that these shall be paper-based: the Contractor shall therefore manage the printing, distribution and administration of these documents for both the pilot and main stage.

**Pilot stage**

The focus of the pilot stage shall be on testing the instrumentation (including the pre- and post- tests, the pre- and post- lesson teacher and student questionnaires, and the end of lesson survey with students) and the processes for videoing the lessons on quadratic equations. The Contractors shall use all reasonable endeavours to:

* Conduct and report findings from pilot video observations in secondary schools in England in Spring 2017, with 12 teachers, in one lesson each (total of 12 classroom lessons), including: pre- lesson tests and questionnaires shall be completed by a minimum number of students (exact number to be determined by the ISC) in each of six lessons; post- lesson tests and questionnaires shall be completed by a minimum number of students (exact number to be determined by the ISC) in each of six lessons; end of lesson surveys shall be completed by students in each of the 12 lessons; pre- and post- lesson surveys shall be completed by each of the 12 teachers; sub-titled videos and annotated artefacts on quadratic equations shall be collated for each of the 12 lessons.

**Main stage**

### **Pre- and post- lesson student tests**

The Contractor shall ensure that one pair of tests shall be undertaken per class i.e. the pre-test within a given window before the first video session, and the post-test within a similar window after the second video observation. The Contractors shall:

1. **Student test design.**

Contribute to the design of test items by ISC, led by the Mathematics Expert and additional specialist support as required.

1. **Student test implementation.**

The Contractor shall print, distribute and collect test papers within schools. The Contractor shall take all reasonable endeavours to minimise the administration burden on schools, the consequent risk to response rates, and the criticality of identifiers to connect student tests to their questionnaires and the lessons they were in.

To maximise response rates, the Contractor shall send to each school a Test Administrator to:

* Organise and administrate the test;
* Use a ‘whole class’ approach during a suitable timetable slot;
* Distribute test papers, collect test papers, and deliver to the Contractor office; and,
* Invigilate the tests.

The Contractors and the Regional Leads shall utilise the network across the nine regions to undertake this work. The Contractor shall manage the logistics of the paper tests and the communications with schools to:

* Arrange the date of the visit;
* Brief schools on the test expectations during one of the scheduled Skype sessions in October/November 2017;
* Gain agreement to the tests as part of the school ‘contract’ signed during the recruitment phase; and,
* Manage procedures to follow up missing tests through school Study Leads, the Regional Leads, a follow up visit from Test Administrators, or by the videographers. Subject to agreement with the ISC, tests could be completed on the day of the video visit.

1. **Data entry, cleaning and transfer**.

The Contractor shall enter the completed questionnaire data, clean the data and submit to *<redacted>* and ISC for analysis.

**Pre- and post- lesson student and teacher questionnaires**

The ISC shall prepare and finalise student and teacher questionnaires, which the Contractor shall provide feedback on as required throughout the development of the questionnaires. One pair of questionnaires shall be undertaken per teacher and student i.e. the pre-questionnaire before the first video session, and the post- questionnaire after the second video observation. The Contractor shall take all reasonable endeavours to secure high response rates and reduce the burden on the schools.

1. **Questionnaire design.**

The Contractor shall provide input to the ISC on the design of the questionnaire, through the Observation and Mathematics Experts, *<redacted>*. The Contractor shall endeavour to ensure the questionnaires are short and easy to understand to achieve good completion rates. Possible themes for items to include, in agreement with the ISC and the Department, are outlined in Table 4, below:

**Table 4: possible items for inclusion in the student and teacher questionnaires**

|  |  |
| --- | --- |
| **Student questionnaires** | **Teacher questionnaires** |
| Attitudes to mathematics e.g. academic self-concept | TALIS measures of self-efficacy and job confidence |
| Beliefs about mathematics as a subject | TALIS measures of job satisfaction |
| Perception of lesson quality | TALIS measures on CPD levels |
| Feedback on lesson e.g. classroom organisation, instructional and emotional support | Self-report on quality of lesson |
|  | Questions on lesson organisation, planning, intended outcomes |

1. **Questionnaire implementation.**

TheISC has determined that the questionnaires shall be paper based. The Contractor shall therefore print, distribute, and collate the completed questionnaires. To maximise response rates, and for efficiency, the Contractor shall ensure the Test Administrator administrates these questionnaires on a ‘whole class’ basis with students and ideally the teacher, in the same sitting as the pre- and post-tests. Agreement to the questionnaires with students shall also form part of the school ‘contract’ signed during the recruitment phase.

1. **Data entry, cleaning and transfer**.

The Contractor shall enter the completed questionnaire data, clean the data and submit to *<redacted>* and ISC for analysis.

**End of lesson student surveys**

1. **Survey design.**

The Contractor shall provide input to the ISC on the design of the end of lesson student surveys and shall endeavour to ensure these are short and easy to understand to achieve good completion rates.

1. **Survey implementation.**

TheISC has determined that the surveys shall be paper based. The Contractor shall therefore print, distribute, and collate the completed surveys. To maximise response rates, and for efficiency, the Contractor shall ensure the Test Administrator administrates these surveys on a ‘whole class’ basis with students, in the same sitting as the pre- and post- lesson tests and the pre- and post- lesson questionnaires. Agreement to the surveys with students shall also form part of the school ‘contract’ signed during the recruitment phase.

1. **Data entry, cleaning and transfer**.

The Contractor shall enter the completed survey data, clean the data and submit to *<redacted>* and ISC for analysis.

**4.10 Identifiers for surveys and questionnaires**

The Contractor shall ensure an identifier is used for all data, to enable linking of student pre- and post- tests, pre- and post- lesson student and teacher questionnaires, and end of lesson surveys with students, to lesson observations and artefacts, and linking to pupil background data from schools (or UPNs) such as ethnicity, age and gender.

**4.11 Coding, rating and analysing videos and artefacts**

The ISC shall devise and set the coding, rating and analysis plans for videos and artefacts, which the Contractor shall feed in to during the development of these documents. The Contractor shall assign a Master Rater (who shall be one of the three core Observation Experts) who shall attend training by the ISC on coding, rating and analysing these items, and shall ensure they meet the ISC’s standards, gaining certification at the end of the training. The Master Rater shall then ensure the England team of raters are trained to the standards required.

The Contractor shall analyse the individual data sets, which shall provide insights such as:

* What is the current variety in mathematics teaching related to specific content?
* How do students perform in mathematics tests related to specific content?
* What is the variety of outcomes within each sample class? How do students feel about mathematics and the teaching they receive?
* How is mathematics conceptualised and experienced by students?
* How do teachers feel about mathematics and the teaching they provide?
* Do students and teachers feel differently at each time point they are surveyed?

### **Overall approach**

Subject to discussion and agreement with the ISC, the Contractor shall:

1. **Train raters (videos and artefacts).**

The Contractor’s Master Rater shall attend an ISC international meeting in January 2019 on rating the videos and artefacts and shall receive certification. The Master Rater shall then cascade the training, which shall take place immediately prior to the scheduled rating period. This shall take place in February 2019. The training is likely to last 3-4 days with the objective of achieving high inter-rater reliability and is likely to cover:

* Training on the observation rubric;
* Practice sessions to observe and rate training videos of different teaching practices and a variety of contexts, as well as different sets of artefacts; and,
* Avoiding bias.

1. **Distribution and workload management of videos and artefacts.**

The Contractor shall ensure that videos and artefacts are randomly allocated to the team of raters and the codes are accurately recorded and managed in a database.

1. **Quantitative coding of videos.**

The ISC shall determine and set a coding period that the Contractor shall adhere to. The Contractor shall ensure all coding is completed within these set timescales, which shall be in February – March 2019, with completion by 31 March 2019. Subject to discussion with the ISC, each video shall be coded twice, by different raters to improve rating reliability. Raters shall score components of the lessons using software such as Excel or SPSS. The Contractor shall ensure results are moderated where there are discrepancies and spot check a sample of around 25%.

1. **Analysis of artefacts.**

TheISC shall devise and set a code for the analysis of artefacts. The Contractor shall ensure they adhere to these codes.

1. **Basic data analysis.**

The Contractor shall conduct, in discussion with the ISC, basic analysis of the video and artefact data, including data cleaning, frequency analysis and the cutting of data by stratifiers such as FSM, school performance etc, in April 2019.

1. **Qualitative video coding for a purposive sub-sample.**

The Contractor shall identify a subset of 20 lessons that score highly in observed features related to ‘excellent’ mathematical practice. These lessons shall be subjected to qualitative coding to provide a richer understanding and illustration of effective teaching. The Contractor shall apply various forms of qualitative coding, involving:

* Partial transcription of the lesson; and,
* Creation of notes to identify vignettes and examples of particular interest and relevance to the understanding of high quality pedagogy in mathematics.

The Contractor shall also qualitatively code observation notes of lessons to provide vignettes, and examples of teaching approaches shall be used to further enrich the evidence on effective and inspiring mathematical practice.

*<redacted>* shall be used for the in-depth study of the selected lessons including discourse analysis.

The Contractor shall produce 20 in depth qualitative case studies, which shall provide more detailed insights into student contributions, engagement and responses via vignettes from qualitative notes drawn from videos and discourse analysis of student and teacher talk during the videos. Examples of areas of focus for vignettes are:

* High quality teacher and student mathematical interactions;
* Interesting student interactions;
* Innovative teaching; and,
* ‘Lightbulb’ moments of student understanding.

**4.12 Overarching data analysis**

The Contractor shall adhere to the following key steps for data analysis and outputs:

1. **Defining research questions and lines of enquiry.**

In consultation with the ISC, the Contractor shall define the key lines of enquiry across the different data sets to guide the methodology for the analysis. For example:

* A quantitative analysis of the student test data and linking this with observation data to explore associations between student outcomes and features of teacher practice;
* Linking quantitative student outcome data to student questionnaire data to explore links between outcomes and enjoyment/motivation/self-concept etc; and,
* The use of vignettes from qualitative video observation notes to illustrate key findings in relation to the above.

The Contractor shall conduct a comprehensive and integrated approach to the analysis of multiple quantitative and qualitative data sources. This shall establish, for example, associations between teacher observed practices and various measures from the students, including identifying specific teaching practices as predictors for different outcomes such as enjoyment of maths, academic self-concept, and attainment in maths. Other indicative questions are outlined in Table 5 below:

**Table 5: Analytical Questions**

|  |  |  |
| --- | --- | --- |
| **Objective or question to be addressed** | **Data source/s** | **Approach to analysis** |
| What are the correlations between student performance and the variety in teaching practice that was captured? | Student tests, video observations,  and artefacts | Multilevel statistical analysis (hierarchical regression) |
| How does student performance relate to student attitudes about maths? | Student tests and student questionnaires |
| How do teacher attitudes relate to student performance in maths? | Student tests and teacher questionnaires |
| How far do measures of observed practice in classroom predict measures of student outcome? | Student tests and video observations |
| How do student experiences of maths correlate with teaching effectiveness? | Student tests, video observations,  and artefacts |

1. **Undertaking analysis.**

The Contractor shall conduct appropriate descriptive and correlational techniques to explore associations amongst the data sets (student assessment, student survey, classroom observation) and multilevel statistic models to establish how far measures of observed practice in classroom predict measures of student outcome (academic and affective).

*Multilevel statistical analysis*

The Contractor shall undertake multilevel statistical analysis (hierarchical regression) to model the clustering inherent in educational data (students nested in teachers’ classes, teachers/classes nested in schools). Such approaches are particularly relevant for the analysis of student survey and assessment data.

Value added models of progress shall be used, which typically involve the control for baseline measures of prior attainment and other relevant student characteristics such as age and gender. The Contractor shall also model contextual characteristics such as student and school level disadvantage identified by FSM or ethnicity etc. With robust assessments for two time points the Contractors shall model variation in students’ attainment, and the relationship with observed practices in the videos, which shall provide estimates (residuals) of class/teacher effectiveness with associated confidence intervals.

The Contractor shall also apply multilevel models to explore how far measures derived from student self-report questionnaires vary between teachers/schools and their associations with attainment and value added progress. For example, questionnaires might include items that enable the measurement of academic self-concept in mathematics, enjoyment or engagement in mathematics. Questionnaire data might be used to identify features of school and classroom experiences that throw light on effective and high quality practice. Much shall depend on the content of questionnaires produced by the ISC but it would be expected that exploratory and confirmatory factor analysis (CFA) and structural equation models (SEM) might be applied to create measures of such constructs. Both CFA SEM and shall be applied to analyse the underlying structure of the various classroom observation schedules employed in coding the 170 lesson videos. Thematic coding shall also identify other features of importance, including the classification of artefacts.

*Qualitative analysis*

In the proposed sample of 20 in depth case study lessons, the Contractor shall conduct qualitative analysis, which shall focus on the way mathematical content is made available for students through analysis of the language (including questioning), representations and examples used, and student contributions to lessons. This shall involve partial transcriptions of aspects of student and teacher talk in the case study lessons

**4.13 Outputs and dissemination**

**For policy-makers:**

The Contractor shall produce five reports to summarise the research findings, plus an accessible summary to highlight the main results and implications for policy and practice:

* Report on the variations in mathematical practice and effectiveness of teaching, based on the quantitative video analysis and teacher surveys;
* Report on students’ academic and affective outcomes and experiences of school (linking student survey measures and student assessment data);
* Case studies of exemplary practice (based on the 20 lessons studied in-depth);
* Overview report drawing together the main findings and exploring associations between measures of teaching and student outcomes (academic and affective); and,
* Technical report.

**For practitioners:**

The Contractors shall produce four outputs for practitioners, including:

* An *<redacted>* video for schools showing how to use lesson observation as a research method;
* A series of short reports for schools on different aspects of the research findings;
* The 20 case study lesson videos chosen for qualitative analysis, which will provide a valuable resources to support teaching professional development; and,
* A pack for schools on how to use the research findings for CPD in schools.

**For academics:**

The Contractor shall produce academic articles for high-status international journals in mathematics education and educational effectiveness.

**5 Staffing**

The lead Contractor for the TALIS 2018 Video Study in England is *<redacted>*. Full details of the Project Management structure are included at Section 4.4. The main staff for the Contractor and the Department are outlined below:

**Contractor Consortium**

*<redacted>*

*Additional staff*

* A set of raters who will be trained to code all videos and artefacts collected in the country;
* A test administration trainer to ensure test administration staff are fully ready for the field;
* School liaisons or coordinators to manage the data collection process at the school level; and,
* Data entry personnel who will enter and clean data from assessments and questionnaires.

*<redacted>*

*<redacted>*

**Department for Education**

*<redacted>*

*<redacted>*

*<redacted>*

*<redacted>*

**6. STEERING COMMITTEE**

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

**7. Risk Management**

The table below identifies strategic risks and mitigating actions.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description of risk** | **Likelihood** | **Impact** | **Severity** | **Mitigating action/Key success factor** | **Mitigated risk rating** |
| Delays/difficulties in recruiting schools from the sample |  |  |  | Sampling plan provides replacement schools; strong recruitment strategy including use of *<redacted>* |  |
| Delays/difficulties in recruiting teachers |  |  |  | Strong recruitment strategy including use of Regional Champions and *<redacted>* to engage teachers |  |
| Delays/difficulties in recruiting students |  |  |  | Each school will have an appointed Study Lead. The NPM will work closely with the Study Lead to ensure maximum return of consent forms, as well as to identify and address any difficulties early on. In certain circumstances where consent is very low from one class, it may be possible to draw the sample from another within the same school. |  |
| Sample retention, due to long fieldwork period |  |  |  | Retention strategy includes: a communications plan that takes into consideration the prolonged period for some schools between recruitment and video visits; Regional Champions and communication via other networks, *<redacted>*; regular calls; incentives; use of Test Administrators to reduce burden on schools; use of school contracts to set expectations and gain commitment |  |
| Low test and questionnaire response rate |  |  |  | Use of Test Administrators to undertake whole class tests and questionnaires; use of school contracts to set expectations and gain commitment |  |
| Data gaps in artefact collection |  |  |  | Videographers will have checklists of which artefacts to photograph when they visit schools so any gaps can be easily identified and reported to the central project management team. Use of project helpdesk and coordination team to chase teachers for outstanding items. |  |
| Video equipment  failure |  |  |  | Protocols in place for the checking and maintenance of equipment, and for replacement kit arrangements in the event of failure. A minimum of two camera/sound sets will be taken to each shoot for back up. |  |
| Quality of video/audio is not adequate |  |  |  | For each videoed lesson there will be backup equipment in the classroom to capture sound and footage should it be required. All equipment will be tested and checked prior to the project commencing. Project managers and the lead videographer will regularly monitor quality throughout the project, adjusting processes needed. All film makers will receive thorough training to lessen the chances of capturing poor quality footage. Videos will be checked for quality after the recording. |  |
| Inter rater reliability for video observation |  |  |  | Master rater will be trained by ISC and certified at end of training. Very strong training and quality assurance procedures in place by *<redacted>* to train raters, with materials, standards and guidance. Use of as small a team of raters as possible to reduce rating variation. |  |
| Problems arranging visits to schools to capture the video content |  |  |  | Dedicated project management team to arrange logistics and use of Regional Champions to troubleshoot. Use of online diary to manage appointments. Flexible team of videographers |  |
| Interruption to learning time from surveying/tests |  |  |  | Minimise survey length; use of Test Administrators to ensure efficient process |  |
| Security of personal/ confidential data |  |  |  | Strong data security protocols and procedures in place (see data security section) |  |
| Last minute cancellations by schools |  |  |  | Online diary system, pre-visit contact (calls and email) in place as standard to remind schools |  |
| Last minute withdrawal by schools |  |  |  | The project management team will be in frequent contact with the schools so that any issues/concerns a school might have with participation can be addressed and dealt with as early as possible. The long data collection period may allow a visit to be rescheduled far enough in the future that the school will be able to continue to participate in the study if for any reason they really cannot participate at the agreed time. Also where there are other ‘neighbours’ left in the triplet, it may be possible to recruit them as an alternative. |  |
| Problems linking pre- and post- tests, pre- and post- lesson student and teacher questionnaires, and end of lesson surveys to each other and to video and artefact data |  |  |  | Test administrators will lead on making sure that the name of the teacher or student is recorded on every test/survey/questionnaire that is completed. These will then be returned to the project co-ordinator in batches by school. The project co-ordinator who will log each item against the teacher/student name on a spreadsheet for the school and then tag every item with the unique student or teacher identifier as appropriate. |  |
| Contractor Staff turnover |  |  |  | Each contractor has a number of staff working on the project. Information will be shared about progress, key milestones and activities across these teams. *<redacted>* |  |
| Turnover of Department staff |  |  |  | Department has in place good handover arrangements and will ensure hierarchical line management structure means numerous staff are sighted and involved in the study |  |

**8. 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.

**9.** **CONSENT ARRANGEMENTS**

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

**10. PROJECT COMMUNICATION PLAN**

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

**11. SIGN OFF OF PROJECT OUTPUTS INTENDED FOR PUBLICATION**

Unless otherwise agreed between the Contractor and the Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports. The Department shall consider the draft final report and provide comments within three weeks of receipt.

The Contractor shall consider final revisions to the draft report with the Project Manager in light of the Department’s comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of the project to the Department by no later than the contracted end date for the project.

The Contractor shall provide all outputs to the Project Manager in a single electronic Word file, fully proof-read, and meeting the following style requirements:

* Reports to include a contents page, executive summary and bibliography;
* Text to be left aligned, font size Arial 11, 1.0 line spacing and paragraphs not to be split across pages (where possible);
* Tables and figures to be numbered sequentially and, where possible, not split across pages;
* Headers to contain chapter titles only; and
* Footers to contain centrally aligned page numbers, plus any footnotes.

**12. PUBLICITY AND DISSEMINATION**

All outputs from the Project shall be published on the Department’s research web pages in the standard Departmental research report or brief cover design and within a maximum of 12 weeks of approval of the final draft of the report, **unless otherwise agreed between the Contractor and the Department**.

Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Confidentiality Clause in Schedule 3. Findings shall not be released to the press or disseminated in any way or at any time prior to publication without approval of the Department.

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 the publication of the final report.

This clause applies at all times prior to publication of the final report. 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 shall already be in the public domain at the time of presentation, unless otherwise agreed with the department.

End of Schedule One

**Annex A: Letter of Intent (1)**

|  |  |
| --- | --- |
|  | *<redacted>* |
| *<redacted>* | Date: 08/06/16 |

**WITHOUT PREJUDICE – SUBJECT TO SIGNED CONTRACT**

**RESEARCH PROJECT: TEACHING AND LEARNING INTERNATIONAL SURVEY (TALIS) 2018 VIDEO STUDY**

**PROJECT REFERENCE NUMBER: 2015/030**

Further to our letter of 19/05/16, this letter of intent authorises your organisation to commit to the tasks and expenditure noted below until 31/07/16.

The tasks set out in this letter of intent are governed by the Terms and Conditions which were sent to you with the original tender documentation, any subsequent contract will also be based on these terms and conditions. The contract Schedules will be based on the tender documentation together with your tender submission and the result of any subsequent negotiations between the Department and your organisation.

This letter has been sent out because there are tight timelines between the project inception meeting and the first main milestone, which is the international meeting on 27 June – 1 July 2016, with the International Study Consortium (ISC), who are managing the TALIS 2018 Video Study on behalf of the Organisation for Economic Cooperation and Development (OECD). Your organisation will need to prepare and submit documentation, and attend and participate in the international meeting, as can be seen in the tasks listed below.

In addition, various key aspects of the methodology, which are yet to be agreed, will be discussed and developed at the 27 June – 1 July 2016 meeting: the contract shall therefore be finalised after this meeting to ensure it accurately reflects agreed work.

The arrangements set out in this letter will end on the date stated below or when the contract is signed by both parties, or if either party tells the other that they do not wish to continue with the negotiations**.** This Letter of Intent is not intended to create a binding contract between the Department and your organisation and the Department reserves the right to withdraw from proceeding further in developing a formal contract at any time.

This letter of intent authorises your organisation to undertake the following tasks:

|  |  |
| --- | --- |
| **Key Deliverables/Tasks** | **Milestones** |
| Submit discussion on the choice of quadratic equations as the focal content, if required, to the ISC | End May/June 2016 |
| Submit sampling exclusions, if required, to the ISC | Early June 2016 |
| Submit additional artefacts and videos, if required, to the ISC | Early June 2016 |
| Submit additional human subjects protection information (i.e. consent forms), if required, to the ISC | Early June 2016 |
| Review and assimilate materials the Department has submitted to the ISC via the shared portal, and discuss at the pre-international meeting with the Department | Early June 2016  Meeting 13 June 2016 |
| Book flights and hotels (standard class) for five key personnel to attend and participate in the international meeting 27 June – 1 July 2016 | Early June 2016 |
| Submit feedback on the ISC draft common conceptualisations of effective teaching, due to be circulated by the ISC on 7 June 2016 | 12 June 2016 |
| Submit feedback on the ISC initial set of scales for the teacher and student questionnaires, due to be circulated by the ISC on 8 June 2016 | 19 June 2016 |
| Submit technical requirements to the ISC, including completing beta tests on potential equipment, and describe data transfer and storage solutions | 22 June 2016 |
| Prepare and submit video and audio equipment | End June 2016 |
| Identify and submit data storage procedures | End June 2016 |
| Prepare, compile and submit video and artefact technology | 27 June – 1 July 2016 |
| Prepare and submit to the Department, a rapid literature review covering the key aspects of the study i.e. best practice for conducting video observations, effective teaching, and mathematics practice | End June 2016 |
| Submit additional topics for inclusion in the teacher and student questionnaires to the ISC international meeting | 27 June – 1 July 2016 |
| Submit 5-10 items for inclusion in the pre- and post- tests to the ISC international meeting | 27 June – 1 July 2016 |
| Identify and submit sampling and recruitment plans for the pilot to the ISC international meeting | 27 June – 1 July 2016 |
| Identify and submit plans to distribute all instruments for the pilot to the ISC international meeting | 27 June – 1 July 2016 |
| Identify timing (which months) and submit a pilot schedule to the ISC international meeting | 27 June – 1 July 2016 |
| Confirm and submit plans for protection of human subjects and any information regarding legal constraints to the ISC international meeting | 27 June – 1 July 2016 |
| Submit translation and subtitling plans for the pilot and main study to the ISC international meeting | 27 June – 1 July 2016 |
| Submit answers to sampling queries to the ISC international meeting | 27 June – 1 July 2016 |
| Identify and recruit 11 Regional Champions | June/July 2016 |
| Present and submit a summary of the discussion and outcomes of the international meeting to debrief the Department and to provide a firm basis for the completion of a full contract for the study | Mid-July 2016 |

The work shall be completed by the 31/07/16 and the cost shall not exceed *<redacted>*. Payment is contingent on the submission of key deliverables, as identified above.

The Secretary of State will not accept any liability for any costs incurred or committed in excess of the above that have not been agreed in writing in the absence of a written contract signed by both parties. The Department reserve the right to recover or transfer to another provider any materials produced as a result of these pieces of work if we are unable to successfully negotiate a contract.

I would be grateful if you could arrange for both copies to be signed and dated by a representative who is authorised to sign for and on behalf of your organisation and return them to me by 14/06/16 at the address listed at the top of this letter.

One copy of the letter will be returned to you when it has been signed for and on behalf of the Department.

Yours sincerely

*<redacted>*

*<redacted>*Signatures of Parties

|  |  |  |
| --- | --- | --- |
| Authorised to sign for and on behalf of the Secretary of State for Education  **Signature:**  *<redacted>*  **Date:** 14th June 2016  **Name in CAPITALS:**  *<redacted>*  **Position in Organisation:**  *<redacted>*  **Address in full:**  *<redacted>* |  | Authorised to sign for and on behalf of the *<redacted>*  **Signature:**  *<redacted>*  **Date:** 13th June 2016  **Name in CAPITALS:**  *<redacted>*  **Position in Organisation:**  *<redacted>*  **Address in full:**  *<redacted>* |

**Annex B: Letter of Intent (2)**

|  |  |
| --- | --- |
|  | *<redacted>* |
| *<redacted>* | Date: 27/07/16 |
|  |  |

**WITHOUT PREJUDICE – SUBJECT TO SIGNED CONTRACT**

**RESEARCH PROJECT: TEACHING AND LEARNING INTERNATIONAL SURVEY (TALIS) 2018 VIDEO STUDY**

**PROJECT REFERENCE NUMBER: 2015/030**

Further to our original letter of intent of 08/06/16, this second letter of intent authorises your organisation to commit to the tasks and expenditure noted below until 30/09/16.

The tasks set out in this letter of intent are governed by the Terms and Conditions which were sent to you with the original tender documentation, any subsequent contract will also be based on these terms and conditions. The contract Schedules will be based on the tender documentation together with your tender submission and the result of any subsequent negotiations between the Department and your organisation.

The need for a second letter of intent has arisen because timelines and methodological issues discussed at the international meeting on 27 June – 1 July 2016[[1]](#footnote-1) with the International Study Consortium (ISC), who are managing the TALIS 2018 Video Study on behalf of the Organisation for Economic Cooperation and Development (OECD), have substantially altered:

* Milestones throughout the project have been extended, with the end date for the project now likely to be towards the end of 2019, rather than the end of 2018 as originally laid out by the OECD;
* The OECD has determined that all student and teacher pre- and post- lesson questionnaires, student pre- and post- lesson tests, and student end of lesson surveys, must be paper-based, rather than online as originally anticipated; and,
* The Department is required to make a set of decisions on a range of methodological issues raised following that meeting, including: whether to proceed with initial plans to pilot the OECD observation protocol alongside other existing international protocols for validation purposes; deciding what additional items should be included in the teacher and student questionnaires in England; what in-country analysis should be undertaken of all the data collected; and whether to proceed with initial plans to create a subset of case study lessons displaying effective teaching practice in mathematics.

These changes and key decisions mean that the costs originally submitted by your organisation are no longer accurate. Your organisation therefore needs to prepare and submit amended costings. In addition, your organisation will need to continue to prepare and submit documentation to the ISC over the next two months in order for England’s participation in the TALIS 2018 Video Study to proceed, as can be seen in the tasks listed below. It is noted that the ISC have set these milestones: your organisation shall therefore adhere to any amendments as determined by the ISC. The contract shall be finalised once costings have been confirmed and key decisions have been made, to ensure it accurately reflects agreed work.

The arrangements set out in this letter will end on the date stated below or when the contract is signed by both parties, or if either party tells the other that they do not wish to continue with the negotiations**.** This Letter of Intent is not intended to create a binding contract between the Department and your organisation and the Department reserves the right to withdraw from proceeding further in developing a formal contract at any time.

This letter of intent authorises your organisation to undertake the following tasks:

| **Task** | **Key deliverables** | **Milestones** |
| --- | --- | --- |
| Curriculum mapping | Submit feedback to the ISC on the sequence of quadratic equations in schools in England | 2 August 2016 |
| Conceptualisations of effective teaching | Submit feedback to the ISC on the ISC’s revised conceptualisation of effective teaching  Submit a rapid review of conceptualisations of effective teaching to the Department | 15 August 2016  23 September 2016 |
| Observation protocols | Submit feedback to the ISC on video capture, processes and technical specifications  Prepare sample videos on mathematics and lesson materials, including appropriate closed captioning and translations, ready for submission to the ISC on 1 October 2016  Prepare a response to the ISC on their feedback on beta-testing, ready for submission on 1 October 2016 | 5 August 2016  August and September 2016  August and September 2016 |
| Artefact protocols | Collect and prepare sample artefacts on mathematics from a minimum of five teachers of key stage 3/key stage 4 students for three consecutive days of instruction, ready for submission to the ISC on 1 October 2016 | August and September 2016 |
| Teacher and student questionnaires | Submit feedback to the ISC on the draft questionnaires and expected response time  Begin drafting additional England specific questions for inclusion in the student and teacher questionnaires, in collaboration with the Department. Final items due in November 2016. | 15 September 2016  September 2016 |
| Student pre- and post- tests | Submit feedback to the ISC on the revised draft test items and the item contribution assignment | 15 August 2016 |
| Sampling strategy and recruitment plan | Submit completed recruitment documentation to the ISC, and draft recruitment materials and information packs for the pilot  Prepare a sample of 500 schools for the main data collection stage of the project, ready for submission to *<redacted>* in October 2016, working with the contractors on the TALIS 2018 core study and the Department. | 1 September 2016  August and September 2016 |
| Piloting | Begin approaching schools to take part in the pilot stage | September 2016 |

The work shall be completed by the 30/09/16 and the cost shall not *<redacted>*. Payment is contingent on the submission of key deliverables, as identified above.

The Secretary of State will not accept any liability for any costs incurred or committed in excess of the above that have not been agreed in writing in the absence of a written contract signed by both parties. The Department reserve the right to recover or transfer to another provider any materials produced as a result of these pieces of work if we are unable to successfully negotiate a contract.

I would be grateful if you could arrange for this letter of intent to be signed and dated by a representative who is authorised to sign for and on behalf of your organisation and return it to me by 28/07/16 at the email address listed at the top of this letter.

A copy of the letter will be emailed to you when it has been signed for and on behalf of the Department.

Yours sincerely

*<redacted>*

*<redacted>*Signatures of Parties

|  |  |  |
| --- | --- | --- |
| Authorised to sign for and on behalf of the Secretary of State for Education  **Signature**  *<redacted>*  **Date**  27th July 2016  **Name in CAPITALS:**  *<redacted>*  **Position in Organisation:**  *<redacted>*  **Address in full:**  *<redacted>* |  | Authorised to sign for and on behalf of the *<redacted>*  **Signature**  *<redacted>*  **Date**  27th July 2016  **Name in CAPITALS:**  *<redacted>*  **Position in Organisation:**  *<redacted>*  **Address in full:**  *<redacted>* |

**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

1. the expenditure is incurred, and claims are made, in accordance with this Contract.

**Table**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Project Milestone** | **Payment Amount** | **Payment Date** |
| **Phase 1: Development (June 2016 – July 2017)** | | | |
| 1 | Complete the work outlined in the first letter of intent, detailed in Annex A. | *<redacted>* | 29 July 2016 |
| 2 | Complete the work outlined in the second letter of intent, detailed in Annex B. | *<redacted>* | 30 Sept 2016 |
| 3 | 1. Submit data on 500 schools to *<redacted>* for main stage sampling (Task 8: Sept) 2. attend ISC webinars (Oct-Nov) 3. attend Advisory Group meeting (Oct) 4. submit videos from 10 maths lessons and respond to feedback on beta-testing (T3: Oct) 5. finalise data transfer agreement (T9: Oct) 6. submit sample artefact logs (T4: Oct) 7. draft and review additional England specific questions for inclusion in the student and teacher questionnaires (T5&6: Oct) 8. review draft test items (T7: Oct) 9. recruit schools, teachers and students for the pilot (T8: Autumn) 10. submit test administration and distribution plans (T5,6,7: Nov) 11. attend ISC meeting in Frankfurt (30 Nov-4 Dec) 12. submit draft video data collection and transfer plan (T3: Nov) 13. submit artefact handling plans (T4: Nov) 14. submit plans for printing, administering and scoring questionnaires and test (T5,6,7: Nov) 15. submit list of sampled pilot schools and report on recruitment progress (T8: Nov) 16. provide feedback to finalise consent forms (T9: Nov) 17. confirm translation and adaptation plans (T10: Nov) 18. submit finalised additional England-specific questions (T5&6: Dec) 19. submit a log of adaptations for questionnaires and tests (T5,6,7: Dec) 20. submit quarterly progress and activity report to the Department (Dec) | *<redacted>* | 30 Dec 2016 |
| 4 | 1. Prepare for and begin pilot stage, (Jan-Mar): 2. train videography team in videoing and artefacts (T3,4: Jan) 3. prepare a workplan for the videography team to conduct the pilot (T3: Jan) 4. fully translate, adapt and verify all pilot documentation (T10: Jan) 5. print all final version instruments and materials for distribution in pilot (T11: Jan) 6. email weekly updates to the Department on pilot progress during fieldwork phase (Jan-Mar) 7. submit quarterly progress and activity report to the Department (Mar) | *<redacted>* | 24 Mar 2017 |
| 5 | 1. Complete collection of all pilot data (Mar-Jun) 2. email weekly updates to the Department on pilot progress during fieldwork phase (Mar-Jun) 3. enter, clean, and submit data: sub-titled videos; annotated artefacts; pre- and post- lesson student questionnaires and tests; end of lesson surveys submit all data to the ISC (T3-7: Apr) 4. submit a report detailing the pilot data and the pilot stage to the Department for review (T11: May) 5. develop, finalise and implement recruitment materials and communication plans with main stage schools and begin recruiting schools (T8: Jan-Jun) 6. attend Steering Group (May tbc) 7. submit quarterly progress and activity report to the Department (Jun) | *<redacted>* | 30 June 2017 |
| **Phase 2: Implementation of main stage (August 2017 – March 2019)** | | | |
| 6 | 1. Continue school recruitment through an awareness-raising campaign with schools via websites, emails, telephone calls, and printing and dissemination of school communication packs (T8: Jul-Sept) 2. attend international meeting and report on all aspects of the pilot stage (Aug) 3. preparation for regional information events (T8: Sept) 4. identify when main stage schools teach quadratic equations (T1: Sept) 5. train the videography team in videoing and artefacts (T3,4: Sept) 6. prepare a workplan for the videography team to conduct the main study (T3: Sept) 7. submit quarterly progress and activity report to the Department (Sept) | *<redacted>* | 29 Sept 2017 |
| 7 | 1. Attend advisory group (Oct tbc) 2. finalise all main stage data collection documentation, including: consent forms; videos; artefacts; pre- and post- lesson student and teacher questionnaires; pre-and post-lesson student tests; and end of lesson surveys (T3-7,9: Oct) 3. print all main stage materials (Oct) 4. hold regional events (Oct-Nov) 5. begin main stage data collection, including: consent forms; videos; artefacts; pre- and post- lesson student and teacher questionnaires; pre-and post-lesson student tests; and end of lesson surveys (T3-7,9: Oct-Dec) 6. email weekly updates to the Department on main stage progress during fieldwork phase (Oct-Dec) 7. submit quarterly progress and activity report to the Department (Dec) | *<redacted>* | 1. Dec 2017 |
| 8 | * 1. Continue with collection of all main stage data, including: consent forms; videos; artefacts; pre- and post- lesson student and teacher questionnaires; pre-and post-lesson student tests; and end of lesson surveys (T3-7,9: Dec-Mar)   2. email weekly updates to the Department on main stage during fieldwork phase (Jan-Mar)   3. submit quarterly progress and activity report to the Department (Mar) | *<redacted>* | 23 March 2018 |
| 9 | * 1. Continue with collection of all main stage data, including: consent forms; videos; artefacts; pre- and post- lesson student and teacher questionnaires; pre-and post-lesson student tests; and end of lesson surveys (T3-7,9: Apr-Jun)   2. email weekly updates to the Department on main stage during fieldwork phase (Apr-June)  1. attend Steering Group (June tbc) 2. annotate and check all collected artefacts (T4: June) 3. submit quarterly progress and activity report to the Department (June) | *<redacted>* | 29 June 2018 |
| 10 | * 1. Complete collection of all main stage data, including: consent forms; videos; artefacts; pre- and post- lesson student and teacher questionnaires; pre-and post-lesson student tests; and end of lesson surveys (T3-7,9: June-July)   2. email weekly updates to the Department on main stage during fieldwork phase (June-July)   3. upload all videos to *<redacted>* for coding (T2: Aug)   4. submit quarterly progress and activity report to the Department (Sept) | *<redacted>* | 28 Sept 2018 |
| 11 | 1. Attend international meeting (Oct) 2. attend Advisory Group (Oct tbc) 3. enter and clean all data: pre- and post- lesson student and teacher questionnaires; pre-and post-lesson student tests; teacher log; and end of lesson surveys (T3-7: Nov) 4. submit quarterly progress and activity report to the Department (Dec) | *<redacted>* | 31 Dec 2018 |
| 12 | 1. Attend international meeting (Jan) 2. train raters to rate videos and artefacts (T3,4: Feb) 3. rate all 170 videos and artefact data collected from 170 lessons and submit ratings (T3,4: Mar) 4. submit quarterly progress and activity report to the Department (Mar) | *<redacted>* | 22 March 2019 |
| **Phase 3: Data Analysis and Reporting (April 2019 – December 2019)** | | | |
| 13 | 1. Analyse representative video evidence and associated classroom artefact of mathematics teaching practice on quadratic equations (T3, 4: June) 2. analyse data from the pre- and post- lesson questionnaires with teachers and students, and end of lesson surveys, and conduct analysis of the selection of England specific questions included in those questionnaires (T5&6: June) 3. analyse pre- and post- mathematics tests with students (T7: June) 4. analyse all datasets and videotaped sessions (June) 5. submit quarterly progress and activity report to the Department (June) | *<redacted>* | 28 June 2019 |
| 14 | 1. Present high level findings to the Department (Sept 2019) 2. submit a draft report to the Department (Sept 2019) 3. submit quarterly progress and activity report to the Department (Sept) | *<redacted>* | 30 Sept 2019 |
| 15 | 1. Review the videos created by the ISC for the Global Video Library (T3: Nov) 2. submit a final, cleared, ready for publication report (Nov) 3. submit draft outputs for practitioners to the Department (Dec) 4. submit final outputs for practitioners (Jan) | *<redacted>* | 31 Jan 2020 |

*<redacted>*

Total Project expenditure shall not exceed £1,172,108 exclusive of VAT.

2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.

3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.

4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.

1. 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.
2. Invoices shall be sent to the *<redacted>*. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

**7** The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.

**8** If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.

**9** On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.

**10** The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects specified as in Schedule 1.

**11** It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule Two

**SCHEDULE THREE**

1. **Contractor's Obligations**
   1. The Contractor shall promptly and efficiently complete the Project in accordance with the provisions set out in Schedule One.
   2. The Contractor shall comply with the accounting and information provisions of Schedule Two.
   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.
   4. The Contractor shall inform the Department immediately if it is experiencing any difficulties in meeting its contractual obligations.
2. **Department's Obligations**
   1. The Department will comply with the payment provisions of Schedule Two provided that the Department has received full and accurate information and documentation as required by Schedule Two to be submitted by the Contractor for work completed to the satisfaction of the Department.
3. **Changes to the Department's Requirements**
   1. The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
   2. The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.
4. **Management**
   1. The Contractor shall promptly comply with all reasonable requests or directions of the Project Manager in respect of the Services.
   2. The Contractor shall address any enquiries about procedural or contractual matters in writing to the Project Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.
5. **Contractor's Employees and Sub-Contractors**

5.1       Where the Contractor enters into a contract with a supplier or

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

5.1.1      10 days, where the Sub-contractor is an SME; or

5.1.2      30 days either, where the sub-contractor is not an SME, or

both the Contractor and the Sub-contractor are SMEs,

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

5.2    The Department shall be entitled to withhold payment due under clause

5.1 for so long as the Contractor, in the Department’s reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 5.1.  For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.

* 1. 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.
  2. 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.
  3. 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.
  4. 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. 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

1. **Ownership of Intellectual Property Rights and Copyright**

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

6.2 The Contractor hereby grants to the Department a non-exclusive licence without payment of royalty or other sum by the Department in the Copyright to:

6.2.1 do and authorise others to do any and all acts restricted by the Act as amended from time to time or replaced in whole or part by any statute or other legal means in respect of any Copyright Work in the United Kingdom and in all other territories in the world for the full period of time during which the Copyright subsists; and

6.2.2 exercise all rights of a similar nature as those described in Clause 6.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world.

6.3 Each party will at the request and reasonable expense of the other execute all such documents and do all such acts as may be reasonably necessary in order to vest in the other the rights granted to the other under this Clause 6.

**7.**  **Data Protection Act**

7.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller 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.

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); 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.

8.5 The Contractor shall take responsibility for preserving the integrity of the Department’s Data and preventing the corruption or loss of the Department’s Data.

8.6 The Contractor shall ensure that any files containing the Department’s Data are stored on the Contractor’s secure servers and/or secured IT equipment. The Contractor shall ensure that the Department’s Data relating to the project is segregated from other data on their IT systems.

8.7 The Contractor shall not keep the Department’s Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CESG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the Department’s Data should be encrypted to the FIPS 140-2 Standard.

8.8 The Contractor shall keep an audit trail of where the Department’s Data is held, including hardware, laptops, drives and devices.

8.9 The Contractor shall ensure that the Department’s Data is stored in locked cabinets.

8.10 The Contractor shall ensure that the Department’s Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the Department’s Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.

8.11 The Contractor shall perform secure back-ups of all the Department’s Data and shall ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the Department at all times upon request.

8.12 The Contractor shall ensure that any of the Department’s Data to be sent between the Contractor’s offices/staff, and/or the sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Contractor shall ensure that the password for files is sent separately from the data to the named recipient of the data. The Department’s Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.

8.13 If the Department’s Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Department may:

8.13.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of the Department’s Data shall do so as soon as practicable and/or

8.13.2 itself restore or procure the restoration of the Department Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

8.14 If at any time the Contractor suspects or has reason to believe that the Department’s Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Department immediately and inform the Department of the remedial action the Contractor proposes to take.

1. **Warranty and Indemnity**
   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.
   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:
      1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
      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.
   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.
   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.
   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.
   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, it's 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.
2. **Termination**
   1. This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.
   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.
   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.
   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

10.4.2a 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

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

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

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

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

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

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

10.4.10the 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.

1. **Status of Contractor**
   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.
   2. The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

**12. Freedom of information**

12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.

12.2 The Contractor shall and shall procure that its Sub-contractors shall:

12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and

12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

12.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**“the Code”**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

12.5.1 in certain circumstances without consulting the Contractor; or

12.5.2 following consultation with the Contractor and having taken their views into account;

12.5.3 provided always that where 12.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.

12.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

**13. CONFIDENTIALITY**

13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

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

13.2 Clause 13 shall not apply to the extent that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. Access and Information**

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

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

15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

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

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

**16. Tax indemnity**

16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.

16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

16.5 The Department may terminate this contract if-

(a) in the case of a request mentioned in Clause 16.3 above if the Contractor:

(i) fails to provide information in response to the request within a reasonable time, or

(ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;

(b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or

(c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.

16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

16.9 The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

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

**17. Amendment and variation**

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

**18. Assignment and Sub-contracting**

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

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

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

**20. Waiver**

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

**21. Notices**

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

**22. Dispute resolution**

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

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

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

**23. Law and Jurisdiction**

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

**24. Discrimination**

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

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

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

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

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

**26. Ethics**

26.1 The contractor will complete the DfE ethics checklist at the outset of

the project. This will be provided by the project manager. The checklist is intended to identify any ethical concerns that merit further attention or mitigation.

**27. Project outputs**

27.1 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.

27.2 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>

27.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports.

27.4 The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department’s comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.

27.5 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.

27.6 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.

27.7 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 Authorised to sign for and on

behalf of the Secretary of behalf of the Contractor

State for Education

**Signature Signature**

*<redacted>**<redacted>*

**Name in CAPITALS Name in CAPITALS**

*<redacted>* *<redacted>*

**Position and Address Position and Address**

*<redacted>* *<redacted>*

**Date** **Date**

28/09/16 26/09/16

1. This meeting was the first main milestone and work completed in advance of the meeting and in the following month, up to 31 July 2016, was covered by the original letter of intent. [↑](#footnote-ref-1)