



Department for Education

CONTRACT FOR EVALUATION OF DISABLED STUDENT ALLOWANCES PROJECT REFERENCE NO: EOR/SBU/ 2017/057

This Contract is dated 16/11/17

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) IFF Research whose registered office is Chart House, 16 Chart St, London N1 6DD ("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 **2017/057**

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 **30th March 2018**.

Contents

Interpretations

Schedule One

Schedule Two

Schedule Three

Signatories page 40

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], Higher Education and Further Education Directorate, Sanctuary Building, Great Smith Street, London SW1P 3BT, 07384 432664, [REDACTED]@education.gov.uk
- "the Contractor's Project Manager" [REDACTED], IFF Research, Chart House, 16 Chart Street, London, N1 6DD, 020 7250 3035, [REDACTED]@iffresearch.com
- "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)

	<p>which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice 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.

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

SCHEDULE ONE**1 BACKGROUND**

Individuals with a disability, as defined by the definition of disability in the Equality Act 2010, can apply for Disabled Students' Allowances (DSAs), which are paid in respect of essential, additional expenditure a disabled student incurs because of their disability, whilst they are studying a higher education course.

Students who are eligible for DSAs attend a needs assessment review to determine the support they should receive to help them with their studies. DSAs are not income-assessed nor repayable, and are not intended to cover disability-related expenditure students might incur if not studying, nor are DSAs intended to cover costs any student might expect to incur regardless of disability.

DSAs help disabled students with the following costs:

- specialist equipment, for example a computer if needed due to person's disability
- non-medical helpers (such as readers, sign language interpreters, scribes, proof readers)
- extra travel because of a person's disability
- other disability-related costs of studying (referred to as general allowance)

Specialist Equipment Allowance

This is funding to assist students to acquire the equipment necessary to benefit from their course. It can be used to purchase and/or insure items that will assist with their studies, for example:

- disability related software
- computer hardware
- computer or study furniture for home use
- recording devices
- coloured overlays

Once purchased the equipment remains the property of the student.¹

Non-Medical Helper Allowance

This is funding to assist with additional costs of non-medical help for students. Non-medical help will be identified by study needs assessments and will be supplied if the support is required for study or disability reasons and is not already provided by another source, such as the HE provider.² Types of non-medical help include readers, sign language interpreters, scribes and proofreaders.

General Allowance

¹ Student Finance England (2017) "Full-time Disabled Students' Allowances – Specialist Equipment Allowance", <http://www.practitioners.slc.co.uk/products/full-time-undergraduate-education/full-time-disabled-students-allowances/specialist-equipment-allowance/>

² Student Finance England (2017) "Full-time Disabled Students' Allowances – Non-Medical Helper Allowance", <http://www.practitioners.slc.co.uk/products/full-time-undergraduate-education/full-time-disabled-students-allowances/non-medical-helper-allowance/>

General allowance funds day-to-day costs of studying. It can be used to pay for photocopying or printing costs, printer consumables such as ink cartridges and study needs assessments.³

Travel Allowance

Travel allowance is paid to assist with costs of travel to and from a student's HE provider which are incurred as a result of a disability. The allowance can be used for taxi fares or mileage costs and only covers costs related to actual study (inc. study abroad and/or on placements).⁴

Maximum Allowances

The maximum funding an individual could receive for the 2014/15, 2015/16 and 2016/17 academic years is below:⁵

Type of student	Specialist equipment allowance	Non-medical helper allowance	General allowance
Full-time	Up to £5,212 for the whole course	Up to £20,725 a year	Up to £1,741 a year
Part-time	Up to £5,212 for the whole course	Up to £15,543 a year	Up to £1,305 a year

Travel allowance is uncapped.

The maximum allowance that a postgraduate could get for the 2014/15, 2015/16 and 2016/17 academic years was £10,362.

DSA funding is paid to the providers of the equipment or non-medical help. The equipment will most likely be purchased from a specialist provider of equipment, whilst the non-medical help will most likely be purchased through a specialist provider or from the student's HE provider. In very rare cases, DSA funding might be paid directly to the student, who will be claiming back money they have spent on non-medical help or equipment.

DSA funding may be paid to a student directly in relation to general or travel allowances, supported by evidence of the cost the student has incurred and that it is a legitimate use of DSAs funding.

Changes to how DSAs are funded

The Department for Education recognises that, given recent DSAs changes (see below) it should commission an evaluation of DSAs with a focus placed on assessing the effectiveness of DSAs in removing barriers to learning for disabled students.

³ Student Finance England (2017) "Full-time Disabled Students' Allowances – General Allowance", <http://www.practitioners.slc.co.uk/products/full-time-undergraduate-education/full-time-disabled-students-allowances/general-allowance/>

⁴ Student Finance England (2017) "Full-time Disabled Students' Allowances – Travel Allowance", <http://www.practitioners.slc.co.uk/products/full-time-undergraduate-education/full-time-disabled-students-allowances/travel-allowance/>

⁵ HM Government (2017) "Help if you're a student with a learning difficulty, health problem or disability", <https://www.gov.uk/disabled-students-allowances-dsas>

There have been important changes to the way DSAs operates in the 2015/16 and 2016/17 academic years. In the 2015/16 academic year, the definition of disability changed to align with the Equality Act 2010 to specify more clearly who is entitled to DSAs support. Furthermore, all students receiving DSAs for the first time were required to contribute £200 to the purchase of their computers.

From the 2016/17 academic year, disabled students have their needs met wherever possible through inclusive learning practices and individual reasonable adjustments made by their HE provider.⁶ Responsibility for providing certain types of non-medical help (bands 1 and 2, with exceptions) was passed to institutions. DSAs continued to be available for the provision of more specialist non-medical help support (bands 3 and 4, with exceptions), such as British Sign Language interpretation.⁷ This change in 2016/17 is a significant one, as it changes the way lower levels of non-medical help are provided. The purpose of these changes is to reduce governmental costs and address concerns over value for money by placing focus and putting greater emphasis on the provision from institutions themselves.

2 AIM

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

- Evaluate whether DSAs reduce barriers to learning that disabled people might experience in the absence of funding.
- Evaluate student experiences of the application process for DSAs.
- Evaluate students experiences of disability support from DSAs and from institutions when studying at university.
- Evaluate differences in experiences by types of disability support, by demographics and by the academic year that the student first accessed DSAs.

3 OBJECTIVES

The Contractor shall use all reasonable endeavours to achieve the following objectives:

1. Evaluate whether the receipt of DSA, and support offered by institutions, influenced:
 - a) the decision to attend higher education, and
 - b) the choice of institution attended.
2. Evaluate what disabled students see as the strengths and weaknesses of:
 - a) the DSA offer, and
 - b) the offer from institutions.
3. Evaluate students' experiences of the DSA application process.
4. Evaluate the type and level of support students are accessing via DSA funding.

⁶ Student Finance England (2016) "Extra Help – Disabled Students' Allowances", http://media.slc.co.uk/sfe/1617/ft/sfe_disabled_students_allowance_guide_1617_d.pdf

⁷ Johnson, J (2015) "Disabled Students' Allowances: Written statement – HCWS347", Written Statement: <http://www.parliament.uk/business/publications/written-questions-answers-statements/written-statement/Commons/2015-12-02/HCWS347/>

- a) Evaluate what students think of the quality of their needs assessments.
 - b) Evaluate whether students feel the needs assessments have identified the breadth of support that they require (i.e. equipment; non-medical help; other support such as travel costs).
 - c) Evaluate whether students feel the needs assessments have identified the intensity of support (across the different bands of support) that they require.
5. Research the type and level of support that students are accessing direct from their institutions.
 6. Evaluate the extent to which students feel that DSA supports them during their study.
 7. Evaluate the extent to which students feel that their institutions have supported them with their disability during their study.
 8. Evaluate whether students in receipt of DSAs have considered or are considering leaving higher education and to evaluate why they have or are considering leaving higher education.
 9. Evaluate how providers' support for disabled students has evolved in light of recent changes to DSA policy and greater emphasis placed on institutional support arrangements.
 10. Evaluate the extent to which disabled students' experiences of DSAs differ by the type of disability/level of support.
 11. Evaluate the extent to which disabled students' experiences of DSAs differ by demographic characteristics.
 12. Evaluate the differences between those who first received funding of DSA in the 2016/17 academic year, versus those who first received funding in the 2015/16 year, versus those who first received it in previous years, versus disabled students not in receipt of DSA.

4 TASKS

The table below shows the tasks, outputs and deadlines that the Contractor shall use all reasonable endeavours to satisfy. The green shaded sections in the DATE REQUIRED/COMPLETED column represents a task that has to be completed. The red shaded sections in that column represent a task where the Contractor shall provide a tangible output for The Department as either a final piece of work or a piece of work that require the review of the Project Manager.

TASK	OUTPUT	DATE REQUIRED/ COMPLETED
Preliminary stage		

Commissioning	N/A	20th November
Inception Meeting	N/A	22nd November
Evaluation framework developed	Framework to set out evaluation objectives and how they link to research questions, themes, outcomes and impacts	28th November
Analysis of HESA profile data for sample design	N/A	29th November
Stage 1: Qualitative research with HEIs - depends on contractor		
First draft topic guide designed	Topic guide that sets out main themes/topics to be covered as part of the interviews is devised and agreed upon	28 th November
HEI sample selected and letters sent out	N/A	30th November
Interviews booked	N/A	4th-11 th December
Collated comments on topic guide back from DfE	N/A	4 th December
Finalise the HEI topic guide	Agree final content of the HEI topic guide	8 th Dec
Fieldwork (8 face-to-face interviews)	N/A	11 th – 18 th December
Analysis	N/A - findings included in emerging findings document/final report/presentation/executive summary	20th December
Short debrief note to The Department	Short 2-3 page document that outlines emerging findings	20 th December
Stage 2: Online student survey		
Sample selection of HEIs	N/A	30th November

		HESA record available from 4 th December - TBC
Liaison with HEIs to obtain student email contact details	N/A	Ongoing between 11 Dec and 19 Jan
First draft student questionnaire sent to the Department for review	Initial online survey questionnaire completed and sent to The Department for review	6 th December
Finalise student questionnaire for soft launch	Agree final content of student questionnaire for online scripting	20 th December
Pilot Survey (soft launch with a sub-sample from 4-5 early sample HEIs)	N/A	10 th – 12 th January
Review of pilot and short report to The Department including recommendations for questionnaire	Report completed to The Department that includes issues with questionnaire and recommendations to improve it	15 th January
Revise and agree final questionnaire	Final online survey questionnaire completed based on The Department recommendations	19 th January
Student sample finalised	N/A	19 th Jan
Full main stage survey launched	Online survey questionnaire emailed out to relevant students at relevant institutions	24 th January
Reminders sent as required	Reminder emails sent out to students who have yet to respond	Timing TBC dependent on pattern of response Likely to be 2-3 reminders: 31 st Jan 7 th Feb 12 th Feb
Close of fieldwork period	Online survey questionnaire fieldwork completed	18 th February
Data production and checking	N/A	23 rd February
Analysis	N/A - findings included in final report/presentation/executive summary	2 nd March

Stage 3: Qualitative follow-up telephone interviews with students		
Finalise sample grid	Sampling strategy for qualitative interviews devised and agreed upon	26th January
Develop and finalise topic guide	Topic guide that sets out main themes/topics to be covered as part of the interviews is devised and agreed upon	31st January
Recruitment (rolling from midway through survey)	N/A	Ongoing to 18th February
Telephone fieldwork	N/A	23 rd February
Data management and coding	Analytical framework devised and agreed upon.	Ongoing to 2 nd March
Analysis	N/A - findings included in final report/presentation/executive summary	9 th March
Stage 4: Synthesis and reporting		
Agree report structure	Contents and headings of report are established and agreed upon	16th February
Synthesis of findings	N/A	2 nd March
Drafting (version 1 to The Department)	Draft report - version 1 - is sent to The Department for review	9th March
Collated comments back from DfE	N/A	15 th March
Revisions (version 2 to The Department)	After The Department review, draft report - version 2 - is sent to The Department for review	22nd March
Agree final report	Final report is completed	29th March
Dataset delivered	Dataset is completed. This will be in the form of a fully annotated SPSS (sav) file with all variables used in the analysis included as well as the SPSS syntax	29th March

Technical report delivered	Technical report is completed. This will include technical information about the dataset that should allow other researchers to use the dataset	29th March
Finalise and deliver presentation	Presentation completed and delivered - all project work completed	29th March

The Contractor shall provide the following outputs:

1. A detailed methodology and schedule for the project.
2. An evaluation framework of the project – this can be combined with the methodology and schedule for the project.
3. Weekly progress updates, indicating what has been done and whether the project is meeting its intermediate deadlines.
4. Questionnaires and interview topic guides.
5. An analysis plan that will include techniques for both the quantitative and qualitative elements of the evaluation
6. A review of the pilot of the survey, including recommendations to improve the questionnaire design.
7. Data cleaning plan.
8. A debrief at the conclusion of qualitative interviews with the HEIs of 2 to 3 pages that details the emerging findings.
9. A written report of publishable standard, which succinctly presents the research findings and assesses the evidence. Methodological discussions should be put in an annex.
10. A stand-alone, executive summary of no more than three pages which draws the research findings together.
11. A PowerPoint presentation to The Department and other government officials as required. Findings should be articulated in a non-technical manner, suitable for non-analysts.
12. A fully annotated SPSS dataset of all the variables used as part of the analysis (including both raw variables and recoded variables) and a technical report that provides all the necessary instructions and information for third parties to be able use the dataset, ready for submission to the UK Data Archive. This will include SPSS syntax pasted into a file so that it can be re-run by the Department.

5 METHODOLOGY

The contractor shall use all reasonable endeavours to undertake the following tasks as part of the methodology:

1. A quantitative survey of 2000 students across four comparator groups (to include three cohorts of DSA claimants and a cohort of disabled students not in receipt of DSA) to be conducted online.
2. Qualitative interviews of 50 students across the same four comparator groups to be conducted via telephone.
3. Qualitative interviews of 8 higher education institutions.

The Contractor shall use all reasonable endeavours to contact and gain access to representatives of higher education institutions and to students to carry out the methodology. This will include liaising with higher education institution representatives so that interviews with them can take place, liaising with higher education institutions to gain email addresses of relevant students and then send them a link complete the survey – if this is not possible, liaise with higher education institutions so that they email the link on the Contractor's behalf – and to liaise with and recruit students who expressed interest in taking part in qualitative interviews during the online student survey phase.

In regards to the **online survey**, the Contractor shall use all reasonable endeavours to achieve the following:

1. A representative sample of:
 - a. A cohort of 500 students first accessing DSA in the 2016/17 academic year.
 - b. A cohort of 500 students first accessing DSA in the 2015/16 academic year.
 - c. A cohort of 500 students first accessing DSA prior to the 2015/16 academic years.
 - d. A cohort of 500 disabled students not in receipt of DSA.
2. That the survey is stratified at two levels:
 - a. by institution, using:
 - i. Institution type – whether HEI or FEI, specialist colleges (e.g. Arts, Sports, Science based institutions and including the OU within the sample).
 - ii. Geography - (region).
 - iii. Size of institution – number of students.
 - iv. Tier level of institution – pre and post 1992 changes.
 - v. Volume of disabled students (understood via HESA data records for each year).
 - vi. Volume of disabled students claiming DSA.
 - b. by student, using:
 - i. Disability.
 - ii. Mode of study (part-time, full-time).
 - iii. Type of degree.
 - iv. Age.
 - v. Ethnicity.
 - vi. Gender.
3. To test the efficacy of the questionnaire through a pilot of 25 interviews and then adjust the questionnaire based on the feedback from the pilot. The Department will be welcome to provide feedback.
4. To pursue any persistent non-responder groups via reminder emails to improve the survey completion rate of these groups. This will only be possible if the survey is run directly by the Contractor and will not be possible if the HEI sends out the link directly.
5. To target all relevant students at all relevant institutions as part of the survey.
6. To weight the data to correct for any non-responder bias with the weighting to be discussed with The Department once the survey is completed.
7. Analyse the data using frequencies and/or crosstabulations of key variables (including cohort, disability type, mode of study, degree level, subject type, HEI type, and student demographics such as gender, age)
8. Analyse the data using multivariate analysis to more deeply explore some of the interrelationships between variables.
9. The survey be used as a tool for recruiting students across all four cohorts for the qualitative interview of disabled students portion of the methodology.

In regards to the **qualitative interviews of disabled students**, the Contractor shall use all

reasonable endeavours to achieve the following:

1. Fifty qualitative semi-structured interviews to be conducted over the telephone using the same four cohorts used for the online survey.
2. The sampling will be purposive and be across the same four comparator groups used in the survey. The sampling strategy will include institution type, disability type, mode of study, gender, age, whether postgraduate or undergraduate and subject studied. The sampling strategy will be agreed with the Department.
3. The interviews will be in depth in nature and last approximately 30 to 45 minutes.
4. To develop a topic guide (in conjunction with The Department) to cover key evaluation themes and that this topic guide be reviewed after the first five interviews.
5. To develop a suitable analytical framework that includes a suitable coding strategy to draw out key themes and the identification of key verbatim quotes.

In regards to the **qualitative interviews of higher education institutions**, the Contractor shall use all reasonable endeavours to achieve the following:

1. Eight qualitative semi-structured interviews with higher education providers to be conducted face-to-face.
2. These interviews will be undertaken with any of the following HEI representatives:
 - a. The Pro-Vice Chancellor;
 - b. Senior manager responsible for disability equality;
 - c. The head of Disability Services/Student Services/Support/Welfare;
 - d. A disability advisor.
3. The interviews will be triad where possible.
4. To develop a topic guide (in conjunction with The Department) to cover key evaluation themes.

The Contractor shall undertake the eight qualitative interviews of HEIs within an hour of London, including Reading, Cambridge, Bedfordshire, and Coventry as well as any London based HEI. If the Contractor is unable to obtain the eight qualitative interviews from within this radius, the Contractor shall obtain the interviews from further afield than an hour of London.

The contractor shall use all reasonable endeavours to ensure that the research meets the Market Research Society Code of Conduct and that confidentiality of all research participants is protected at all times.

6. STAFFING

IFF Research staffing:

Staff Member	Responsibilities
<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div>	<ul style="list-style-type: none"> - Overall responsibility for delivery of study; - Design of evaluation framework; - Lead on questionnaire and topic guide design; - Design of sampling strategy; - Conduct of some of the HEI interviews; - Conduct of some qualitative interviews with students; - Design of analysis strategies Lead design and delivery of presentation Lead report authors;

<p>[REDACTED], [REDACTED]</p>	<ul style="list-style-type: none"> - Project manager and day-to-day contact for The Department - Data analysis of HESA and SLC data Input into questionnaire and topic guide design - Management of contact with HEIs - Conduct of some of the HEI interviews - Conduct of some qualitative interviews with students - Specification of data outputs (tables and SPSS files) - Design of qualitative analysis frameworks - Input into design and delivery of presentation - Author of some chapters of report
<p>[REDACTED], [REDACTED]</p> <p>[REDACTED], [REDACTED]</p>	<ul style="list-style-type: none"> - Design of recruitment materials for students and HEIs - Liaison with HEIs - Conduct of some of the HEI interviews - Checking of questionnaire script set-ups - Monitoring of online fieldwork - Handling of queries from respondents and interviewers - Conduct of qual interviews with students - Checking of data outputs (tables and SPSS files) - Entry of scripts into analysis frameworks Input into presentation and report

The Department Staffing:

- [REDACTED], [REDACTED]
- [REDACTED], [REDACTED]
- [REDACTED], [REDACTED]
- [REDACTED], [REDACTED]
- [REDACTED], [REDACTED]

7. STEERING COMMITTEE

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

Department. The Contractor's representatives on the Steering Committee shall attend all meetings of the Steering Committee unless otherwise agreed by the Department.

8. RISK MANAGEMENT

The risks outlined below represent the Contractor's assessment of the main project risks for each part of the project, identified at the tender stage of the contracting. The Contractor shall expand this list following inception, with [REDACTED] and [REDACTED] being the risk register 'owner'. Risks shall be reviewed throughout the project and The Department updated weekly.

Risk	Likelihood	Impact	Mitigation
(If sample sourced via HEIs): Delays in securing access to the HESA student record to identify disabled students/ DSA recipients.	Medium	Medium	The student record for the 2016/17 year should be available on the 4th November 2017. In order to hit the timetable the Contractor shall endeavour to secure access very shortly after this. The Contractor shall commence discussions with HESA on commissioning so that any paperwork can be completed and any queries answered as soon as is possible.
(If sample sourced via HEIs): HEIs unwilling or slow to cooperate.	Low	High	The Contractor shall use its tried and trusted approaches for contacting HEIs and shall commence this as soon as possible after commissioning. The Department shall endeavour to help to secure participation through initial communication. The Contractor has existing documentation on data protection that it will use to provide reassurances on this. If particular institutions ultimately are not happy to participate then The Contractor shall replace them with other institutions with the same profile.
Lower than anticipated response rates to student survey	Medium	Medium	<p>The Contractor shall publicise the survey in advance, by crafting a concise but persuasive survey introduction that reassures potential respondents about confidentiality; by designing an engaging questionnaire that can be completed in around 15 minutes; by including a number of well-timed targeted reminders; and ideally by retaining independence and control of the survey by obtaining contact details before distributing invites rather than asking HEIs to do this on the Contractor's behalf. Given online survey response tends to peak within a few days of sending out each email/ reminder, the Contractor shall run additional reminders if needed.</p> <p>The Contractor shall also ask student organisations such as NUS or websites such as Student Room to publicise the research and encourage participation</p>

<p>Inconclusive findings resulting from lack of clarity about what is DSA support and what is support from the HEI</p>	<p>Medium</p>	<p>High</p>	<p>There is a risk that the results from this study are affected by a lack of clarity among students about what support is provided by the DSA and what is provided by their HEI. The Contractor shall address this by careful question design including conducting the HEI interviews upfront to inform our understanding of the distinctions between them and how HEIs communicate this to students (if anything). The Contractor shall also conduct a thorough pilot of the questionnaire. In the qualitative work the Contractor shall use a timeline approach and/or 'journey mapping' techniques to unpick whether support received was DSAs related and which elements had an impact. In the analysis the Contractor shall need to control for a range of other factors, such as support from other sources including HEIs, to attempt to isolate the impact of DSAs.</p>
<p>Inconclusive findings about the impacts of DSA</p>	<p>Medium</p>	<p>Medium</p>	<p>The 'counterfactual' group of students who have not received DSA may be systematically different from those who have, which will mean it is difficult to isolate the impact of receiving DSA as the recipient/non-recipient groups may not be directly comparable. The Contractor shall endeavour to address this by analysing the profiles of the DSA recipient and non-recipient groups and by identifying within the non-recipient survey those students who were likely to be eligible for DSA but did not apply for it (as these are probably the closest comparator group).</p>
<p>Illness, absence or change in the research team</p>	<p>Low</p>	<p>Low</p>	<p>The Contractor shall allocate a large and senior team for the study including two highly experienced Directors. The core research team are mixed-method researchers and hence able to cover for each other. The Contractor shall also draw upon a wider team of 20 researchers in their Learning and Skills team if required.</p> <p>The Contractor shall document key actions agreed in internal and client meetings, and the weekly project update will also act as an 'audit trail' of project progress that can be picked up by any new team members. Setting up a dedicated project email for all team members means that information is shared equally around the team and thus can easily be transferred to any new team members.</p>

Media Interest in the project	Low	Medium	The Contractor shall refer any media queries to the Department project manager in the first instance. The Contractor shall maintain security classifications for project documents and shall not share these outside of the project team or Department unless they are agreed as public documents. The Contractor shall prepare a short one-page summary of the research to be agreed with the Department, which the Department may want to include in any communications about the project to the HE sector and other interested stakeholders.
Risks related to ethics and data protection	Low	High	The Contractor shall follow ISO27001 procedures throughout the study to adhere to data protection and security guidelines. Sample will be transferred using the Contractor's secure FTP site. The Contractor shall notify the Department immediately in the event of any breach, assess implications and convene a conference call to agree appropriate courses of action. The Contractor shall adhere to SRA and GSR ethical principles including ensuring that research participants give their informed consent to take part and are made aware that the research is voluntary in nature.

9 DATA COLLECTION

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

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

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

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

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

10. CONSENT ARRANGEMENTS

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

11. PROJECT COMMUNICATION PLAN

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

End of Schedule One

SCHEDULE TWO

1 Eligible expenditure

- 1.1 The Department shall reimburse the Contractor for expenditure incurred for the purpose of the Project, provided that:-
- (a) the expenditure falls within the heading and limits in the Table below; and
 - (b) the expenditure is incurred, and claims are made, in accordance with this Contract.

Table

Project Milestone	Payment Amount	Payment Date
██████████	██████████	██████████
██████████	██████████	██████████
██████████	██████████	██████████
██████████	██████████	██████████
██████████	██████████	██████████
Total cost	£61,000	

- 2 Total Project expenditure shall not exceed **£61,000** exclusive of VAT. All costs are to be incurred in the 2017/18 financial year.
- 3 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 4 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.
- 5 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.
- 6 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.

- 7** Invoices shall be sent to the **Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ** and/or by email to **APinvoices-DFE-U@sscl.gse.gov.uk**. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 8** 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.
- 9** 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.
- 10** 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.
- 11** 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.
- 12** It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule Two

SCHEDULE THREE

1. Contractor's Obligations

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

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

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

5. Contractor's Employees and Sub-Contractors

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

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

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

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

- 5.2 The Department shall be entitled to withhold payment due under clause 5.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 5.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 5.3 The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 5.4 The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 5.5 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Project, in accordance with the Department's reasonable security requirements as required from time to time.
- 5.6 If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).
- 5.7 The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors

6. Ownership of Intellectual Property Rights 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.

9. Warranty and Indemnity

- 9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
 - 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
 - 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the

performance of the Project.

- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.
- 9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

- 10.1. This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.
- 10.2. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
 - 10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
 - 10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a

change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.

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

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

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

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

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

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

11. Status of Contractor

11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.

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

12. Freedom of information

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

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

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

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

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

13. CONFIDENTIALITY

- 13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 13.3.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 13.2 Clause 13 shall not apply to the extent that:
 - 13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 12 (Freedom of Information);

- 13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 13.2.3 such information was obtained from a third party without obligation of confidentiality;
- 13.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 13.2.5 it is independently developed without access to the other party's Confidential Information.
- 13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
- 13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
- 13.6.3 for the purpose of the examination and certification of the Department's accounts; or
- 13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 13.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.

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

14. Access and Information

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

15. Transfer of Responsibility on Expiry or Termination

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

16. Tax indemnity

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

- 16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5 The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9 The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance

contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

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

17. Amendment and variation

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

18. Assignment and Sub-contracting

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

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

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

20. Waiver

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

21. Notices

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

22. Dispute resolution

- 22.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 22.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in

accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

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

23. Law and Jurisdiction

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

24. Discrimination

- 24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25. Safeguarding children who participate in research

- 25.1 The Contractor will put in place safeguards to protect children from a risk of significant harm which could arise from them taking part in the Project. The Contractor will agree these safeguards with the Department before commencing work on the Project.
- 25.2 In addition, the Contractor will carry out checks with the Disclosure and Barring Service (DBS checks) on all staff employed on the Project in a Regulated Activity. Contractors must have a DBS check done every three years for each relevant member of staff for as long as this contract applies. The DBS check must be completed before any of the Contractor's employees work with children in Regulated Activity. Please see <https://www.gov.uk/crb-criminal-records-bureau-check> for further guidance.

26. Project outputs

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

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

End of Schedule Three

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

Signature

██████████ (signed electronically)

Name in CAPITALS

██████████

Position and Address

██████████

DEPARTMENT FOR EDUCATION
SANCTUARY BUILDINGS
LONDON
SW1P 3BT

Date: 22/11/17

Authorised to sign for and on
behalf of the Contractor

Signature

██████████

Name in CAPITALS

██████████

Position and Address

██████████

IFF RESEARCH
CHART HOUSE
16 CHART HOUSE
LONDON
N1 6DD

Date: 22/11/17