



Department for Education

CONTRACT FOR THE STUDY OF EARLY EDUCATION IN ENGLAND PROJECT REFERENCE NO: EOR/SBU/2011036

This Contract is dated

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) Natcen Social Research whose registered office is 35 Northampton Square, LONDON, EC1V 0AX ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is EOR/SBU/2011036.

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 October 2020**.

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1. Interpretation

1.1 In this Contract the following words shall mean:-

- "the Project" the project to be performed by the Contractor as described in Schedule One;
- "the Project Manager" [REDACTED]
Sanctuary Buildings
Great Smith Street
London SW1P 3BT
[REDACTED]
[REDACTED]
2 St. Paul's Place
125 Norfolk Street
Sheffield S1 2FJ
[REDACTED]
- "the Contractor's Project Manager" [REDACTED]
NatCen Social Research
35 Northampton Square
London EC1V 0AX
[REDACTED]
- "the Act and the Regulations" means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
- "Affiliate" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- "Commercially Sensitive Information" information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
- "Confidential Information" means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
- "Contracting Department" any contracting authority as defined in Regulation 5(2)

of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;

- "Contractor Personnel" all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
- "Contractor Software" software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
- "Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;
- "Copyright" means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
- "Copyright Work" means any Work in which any Copyright subsists;
- "Crown Body" any department, office or agency of the Crown;
- "Data" means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
- "Data Controller" shall have the same meaning as set out in the Data Protection Act 1998;
- "Data Processor" shall have the same meaning as set out in the Data Protection Act 1998;
- "Data Protection Legislation" the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
- "Data Subject" shall have the same meaning as set out in the Data Protection Act 1998;

"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information 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;
"Financial Year"	Runs from April 1 st – March 31 st ;
"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;
"Regulated Activity – children"	<p>Those who undertake:</p> <ul style="list-style-type: none">- Unsupervised activities: teach; train; instruct; care for or supervise; provide advice on well-being; drive children only OR- Work in a 'specified' place: schools, children's home, childcare premises AND- Work (either of above) regularly: by same person frequently (once a week or more often), or on 4 or more days in a 30 days period- Relevant personal care- Registered child-minding and foster care <p>Further information is available here: http://www.education.gov.uk/childrenandyoungpeople/safeguardingchildren/a00209802/disclosure-barring</p>
"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**

The Government currently spends more than £3 billion a year on early years provision (including Sure Start Children's Centres) and much of this is spent on providing all three and four year olds with early education. In 2011 the Chancellor announced an extension of early education to two year olds from the 20% lowest income families from September 2013, and to two year olds from the 40% lowest income families from September 2014¹.

The Study of Early Education in England will evaluate the effectiveness of the current early education model in England, updating evidence from the highly influential Effective Provision of Pre-school Education (EPPE) study from 1997. The EPPE study has provided crucial evidence of the benefits of high quality early years education for successive Spending Reviews but is becoming outdated. The evaluation will assess the effect of current provision on children's outcomes in relation to school readiness and the extent to which Government investment in early years offers value for money.

Evidence from the evaluation will be used to ensure that all children receive an effective, high quality early education experience that prepares them for school and allows them to fulfil their potential.

The evaluation starts in 2013 and is due to be completed in 2020. However, funding for the evaluation from financial year 2015-16 onwards is uncertain and all work is dependent on future funding.

2 AIM

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

- Provide evidence of the impact of current early years provision on children's outcomes;
- Provide a basis for longitudinal assessment of the impact of early years provision on later attainment;
- Support the development of early education for two year olds from lower income families;
- Inform policy development to improve children's readiness for school;
- Assess the role and influence of the quality of early education provision on children's outcomes.
- Assess the overall value for money of early education in England and the relative value for money associated with different types (e.g. private, voluntary, maintained) and quality of provision;
- Explore how parenting and the home learning environment interacts with early years education in affecting children's outcomes.

3 OBJECTIVES

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

- a) **Provide evidence on the impact of current early years provision on children's outcomes and a basis for identifying the longer term impacts of early education on future attainment.** The evaluation will include a Longitudinal Study which will allow the

¹ In effect, the '20%' group is families in out of work benefits equivalent to the criteria for Free School Meals. The '40%' group comprises low income families in paid work.

impact of early years provision to be tracked for two year old and three year old children through to the end of Key Stage 1 (including social and behavioural outcomes and attainment). The study will be designed in a way that will allow the Longitudinal Study to be extended beyond Key Stage 1, should this prove desirable in the future.

- b) **Support the development of funded early education for two year olds from lower income families.** The evaluation will investigate the impact of the roll out of early education to two year olds from lower income families and how effective current provision is in meeting the target group's needs².
- c) **Inform policy development to improve school readiness.** The evaluation will assess which children are more and less likely to be ready for primary school and why. It will also investigate how early education can be improved to help children be better prepared to learn when they enter primary school.
- d) **Assess the role, impact and influence of quality in early education settings.** The evaluation will investigate which specific aspects of early education most influence its quality and how these differ by setting type, and child characteristics e.g. staff qualifications; pedagogical practice; curriculum.
- e) **Assess the impact and value for money of early education.** The evaluation will provide evidence on the impact and value for money of early years provision to inform key funding decisions, as part of the Spending Reviews.
- f) **Explore how parenting and the home learning environment affects children's outcomes and interacts with other factors including early years education and families' socio-economic circumstances.** This will include work to explore the role of the early education sector in supporting parenting and improving the home learning environment, and how this might be enhanced.

4 METHODOLOGY

The evaluation will consist of five components, each of which will be linked to a Longitudinal Study of Children (Component 1) that will underpin the evaluation. The methodology for each component is detailed below.

Component 1 – Longitudinal Study of Children

The Contractor shall design the Longitudinal Study to provide evidence on:

- The impact on child outcomes (attainment, social and behavioural outcomes) of eligibility and receipt of funded early education from two years relative to three years of age;
- The relative contribution of parenting behaviour, home learning environment, early education (patterns of attendance, type of setting and quality) on outcomes for children at age 3, on entry into Reception class (particularly school readiness) and on later attainment throughout a child's school career;
- Take-up, types of settings used and patterns of attendance, and how the types of setting used, and who uses them has been affected by the provision of funded early education places;
- What features of settings determine quality, and how these vary across different types of provision.

² Two year olds from the 20% lowest income group will be eligible for a funded place from September 2013; this will be extended to those in the 40% lowest income group from 2014.

Component 2 – Study of Early Years Settings: quality, characteristics and processes

This component of the study will assess the characteristics and quality of settings attended by children in the Longitudinal Study. The Contractor shall consider the influence of these factors in relation to the children's later outcomes to answer the question:

- To what extent can positive levels of child behaviour, social development and educational attainment be related to the type of setting they attended, the processes and practices a setting had in place, and the quality of practice occurring within the settings?

The study will focus on children's interactions, learning and the pedagogical processes; what children experience in early years education; and how processes within the settings establish good practice and reinforce children's learning and development.

The Contractor shall carry out robust and systematic assessments of settings in order to fully explore:

- What quality looks like in practice and what are the key components of quality for early years provision;
- The relationship between the characteristics and processes of a setting and the quality of care and education it offers;
- The relationship between the characteristics and quality of a setting and the nature and level of children's attainments (as measured in the Longitudinal Study), notably:
 - The extent to which different aspects of quality are more important than others in terms of influencing children's behavioural, social and academic outcomes;
 - Whether some types of settings are more effective than others for different groups of children in terms of factors such as age, gender, level of development, SEN/D, etc;
 - The role of factors such as space, personal care routines, staff-child ratios, listening and talking practices, practices in relation to staff development, staff qualifications, staff-child and child-child interactions, socio-economic intake, activities, specific pedagogical approaches, acquisition of early language, programme structure;
 - How the setting may seek to support a strong home learning environment and the parent/carer's involvement in the child's learning.

The Contractor shall carry out visits to a range of settings attended by children in the Longitudinal Study to collect information as follows:

- The **characteristics** of a setting in relation to the following areas:
 - phase within the early years sector, age ranges catered for and hours offered;
 - size of setting, number of children usually in two-year-old and three and four-year-olds rooms per session/day;
 - how children are organised in terms of age, social grouping, ability, development needs;
 - how many years of experience the setting manager has and the experience levels of other key staff;
 - qualification levels of staff;
 - nature of physical environment;
 - socio-economic profile of children attending.

- **Key processes and policies** put in place by settings in relation to the following areas:
 - EYFS Framework delivery;
 - children's progress and school readiness in relation to short, medium and long-term planning;
 - monitoring of children's progress;
 - communicating with parents/carers;
 - staff access to training;
 - working with children with SEN/D;
 - quality improvement systems and quality assurance schemes;
 - ensuring that requirements around quality are understood by staff and carried out in practice.
- The **quality** of provision as assessed using the rating scale described below which will cover key areas of children's daily experience in early years settings both for two-year-olds and three and four-year-olds.

Component 3 – Intensive case studies of good practice in early years settings

The Contractor shall carry out case studies in sixteen early years settings to explore in-depth how high quality settings articulate, establish and sustain good practice that results in positive child outcomes. Case studies will consist of interviews with setting staff and parents (see section on Data Collection below). The Contractor shall conduct the case studies soon after the completion of the quality assessments for Component 2. A relatively short time gap between the quality assessment component and the case studies of good practice will mean it is unlikely that the good quality identified by the quality assessment will have changed.

Case studies will be selected on the basis of the quality assessments carried out for Component 2 (see above) and will focus on settings of 'average good quality' or 'high good quality'. Settings will be purposively selected to represent the range and diversity of those identified as 'average good quality' or 'high good quality' by the quality assessment component of the study (described in more detail in the sampling section below).

The case studies will provide exemplars of what works well to achieve good or better provision across a range of different providers. The Contractor shall explore in-depth how settings work to achieve those elements of good practice identified as important to positive child outcomes in the quality assessments of early years settings (Component 2).

Through the case studies the Contractor shall identify the processes and practices which are key to high quality provision by exploring how high quality settings establish and maintain each of the following factors that have been shown to be crucial to achieving positive outcomes in previous research³ :

- Good leadership and long serving staff
- Clear curriculum and planning
- Combining a strong educational focus with a warm, caring, safe, secure and supportive approach
- The importance of encouraging the home learning environment
- Positive adult-child interactions
- An emphasis on early language acquisition

³ Sylva, K., Siraj-Blatchford, I. & Taggart, B. (Second Edition 2010). Assessing quality in the early years. Trentham Books

In addition this component will explore:

- The views of setting staff on what constitutes quality in early education provision: encompassing the relative values attached to the academic, physical and social environments for children of different ages. The contractor shall specifically cover the following aspects:
 - Physical environment: nature of the physical environment; how the physical environment is used; how and why this use has a positive impact on child outcomes;
 - Social environment: degree of mix within the setting of children from different socio-economic backgrounds; views on the importance of having a social mix; ways that having a mixed socio-economic profile can influence child outcomes; the extent to which being in a socially mixed setting can benefit some children more than others;
 - Academic environment: main pedagogical approaches used and their rationale; staff attitudes to these and the extent to which they are believed to have an impact on children's outcomes and school readiness.
- The role of staff qualifications: levels of staff qualifications; the importance attached to the different qualifications and why; the importance of qualifications in relation to staff members' practice and ability to achieve positive outcomes with children; ways that staff with different levels of qualification are employed in a setting; and how the use of qualified staff can affect children's experiences and outcomes.
- Broader staffing issues: impact of staff pay and conditions and turnover on the quality of the settings and the outcomes they achieve with children.
- The relationship between the setting and the child's home environment in achieving and maintaining quality: the importance attached to good communication with children's carers and educators; what it is important to communicate and why; how good communication is achieved; impact of good communication on child outcomes.
- The role of the provider in promoting the Home Learning Environment specifically: how a child's learning goals are communicated to parents, ways of supporting parents in the learning support they provide for their child at home; the importance attached by the setting to the Home Learning Environment and why; views on ways that the Home Learning Environment can act in tandem with early education to influence child outcomes.
- Views on the key facilitators to maintaining quality: the role of having a strong lead in curriculum planning; well qualified staff; good staff pay and conditions; low staff turnover; strong educational environment; good physical environment; appropriate adult-child interaction; creating a warm and caring environment; good staff access to training; positive relationships with other agencies; financial stability of the setting; setting ethos and socio-demographic profile of setting's intake.
- Maintaining and improving quality: processes put in place by high good quality settings to ensure quality is maintained; whether they are seeking further improvements and, if so, to which areas and why.
- Cost implications of achieving and maintaining quality: any additional costs which are incurred in achieving better than good and high good quality practice (see Component 4).

In the interview with settings, the Contractor shall explore whether any different factors need to be taken into account when considering what constitutes quality for two-year-olds as distinct from three and four-year-olds.



Component 4 – Value for money study

The value for money study will quantify and monetise the impacts of early education. This requires a methodology for monetising outcomes associated with the extension of funded early education. Many of those outcomes are likely to extend beyond Key Stage 1, the point at which the evaluation will end. The Contractor shall therefore rely on inferences from other research for the longer-term benefits.

The Contractor's approach to the value for money study consists of five elements:

1. Collection and calculation of data on costs
2. Relating costs to immediate outputs and outcomes
3. Relating costs to longer term outcomes
4. Assessing the value of the range of outputs and outcomes
5. Measuring cost-effectiveness and cost-benefit



Component 5: Qualitative studies of children with SEN/D and children taking up the their funded early education place with childminders

Qualitative study of Children with SEN/Disabilities

The aim of this component is to understand how early years settings meet the needs of children with Special Educational Needs and/or disabilities (SEN/D): to explore in-depth how needs are met, facilitators and barriers to meeting these needs, and how these vary according to type of SEN/D, the type of setting and the impact that early years provision have on their outcomes.

The Contractor shall carry out sixteen case studies with families identified as having a child with SEN/D from the Longitudinal Study. Case studies will be used to explore the views and experiences of parents, children and staff in early years settings.



TIMETABLE

A high level overview of the timetable for the evaluation is provided below. The Contractor shall develop more detailed timetables in consultation with the Department as the evaluation progresses.

Overview timetable of key tasks					
Timing	C1: Longitudinal Study of Children	C2: Study of Early Years Settings	C3: Intensive case studies of good practice	C4: Value for Money study	C5: Qualitative studies of a. children with SEN/Disabilities b. Childminders
Year 1: 2013					
January – March 2013	<ul style="list-style-type: none"> • Research aims finessed and agreed with Department. • Contract agreed and signed. • Advisory Group established and first meeting held. • Introductory meetings between NatCen Consortium and DfE early years policy leads. 				
January – March 2013	Sample design and feasibility testing – explore access to Eligibility Checking Service data and Child Benefit records				
March 2013 – April 2013	Sample frame development and sample checking				
May 2013	Sampling commences				
September 2013 – December 2013	First tranche of recruitment interviews	Pilot fieldwork			
Year 2: 2014					
January 2014 - March 2014	Second tranche of recruitment interviews				
February 2014 – March 2014					Finalise sample and recruit child minders
April 2014					Fieldwork with childminders
April 2014 – July 2014	Follow-up interview three year old cohort – first tranche				

April 2014 -August 2014	Third tranche of recruitment interviews				
April 2014 – March 2015		Settings fieldwork – visits to sampled settings			
September 2014 - December 2014	First follow-up two year old cohort – first tranche			Draw sample and make initial contact with settings	
Year 3: 2015					
January 2015 -March 2015	First follow-up two year old cohort – second tranche				
January 2015 –July 2015				Detailed cost data from settings visits collected	
April 2015 - May 2015			Draw sample from settings quantitative field work and finalise design		
April 2015 - July 2015	First follow-up two year old cohort – third tranche Follow-up interview three year old cohort – second & third tranches Second follow-up two year old cohort – first tranche				
June 2015 - July 2015			Recruit case studies		

July 2015 - August 2015					Finalise sampling strategy and recruit respondents
July 2015 – October 2015				Detailed costing data cleaned and available	
September 2015-October 2015			Fieldwork with settings and parents		
September 2015 – January 2016					Fieldwork among case study families with children with SEN/Disabilities & settings
Year 4: 2016					
April --July 2016	Second follow-ups two year old cohort – second & third tranches				
Year 5: 2017					
	Begin analyses with age 5 outcomes. Writing up evaluation findings up to age 5.				
Year 6: 2018					
January – March 2018	NPD EYFS data available for entire sample				
Year 7: 2019					
January – March 2019	NPD Phonics data available for entire sample				
Year 8: 2020					
January – March 2020	NPD KS1 available for entire sample				

May – June 2020				Value for money analysis	
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A more detailed timetable of the main tasks for 2013 is provided below. The Contractor shall work up detailed timetables for future years of the evaluation in consultation with the Department as the evaluation progresses.

2013 Timetable	
Date	Task
January 2013	<ul style="list-style-type: none"> • Set-up meeting. Agree scope and budget. • Sign Letter of Intent. • Start work on sample design and feasibility testing: explore access to ECS and CB data.
February 2013	<ul style="list-style-type: none"> • Start work on developing questionnaire and test instruments (C1). • Start work on communications plan including branding and website.
March 2013	<ul style="list-style-type: none"> • Submit redesign paper. • First Advisory Group meeting. • Introductory meeting between NatCen Consortium and DfE early years policy leads. • Develop sample frame (C1). • Agree questionnaire outline with DfE (C1). • Pre-pilot work on test instruments (C1).
April 2013	<ul style="list-style-type: none"> • Draw sample for pilot and main stage (C1). • Draft pilot questionnaire and survey documents to DfE (C1). • Agree branding and launch website.
May 2013	<ul style="list-style-type: none"> • Sign off questionnaire and survey documents for pilot (C1). • Programming and testing (C1).
June 2013	<ul style="list-style-type: none"> • Sign off CAPI pilot programme (C1). • Send letters to parents (C1). • Pilot interviewer briefings (C1). • Pilot fieldwork starts (C1). • Start drafting fieldwork materials (C2)
July 2013	<ul style="list-style-type: none"> • Pilot fieldwork ends (C1). • Check pilot data (C1). • Pilot debrief and post-pilot recommendations (C1). • Sign off questionnaire amendments and survey documents for main stage (C1). • Implement programme changes and test (C1).
August 2013	<ul style="list-style-type: none"> • Sign off CAPI programme (C1). • Interviewer briefings (C1). • Send letters to parents (C1).
September 2013	<ul style="list-style-type: none"> • First tranche of baseline interviews starts (C1). • Finalise fieldwork materials (C2).

October/November 2013	<ul style="list-style-type: none"> • Review early data (C1). • Start coding (C1). • Pilot fieldwork (C2).
December 2013	<ul style="list-style-type: none"> • First tranche of baseline interviews ends. • Review materials and fieldwork strategy (C2) • Finalise sample design and materials (C5).

6 OUTPUTS

The Contractor shall report findings, even if preliminary, to the Department as soon after data collection as possible to ensure the Department receives on-going analysis and information to inform policy and spending decisions. The Contractor shall aim to provide findings within 3 months of delivery of cleaned data.

The table below shows timetabled points at which the Contractor shall provide interim or full findings to the Department.

Reporting timetable	
Timing	Description
May 2014	Component 5. Qualitative study of Childminders Report on qualitative studies with childminders
October 2014	Component 1. The Longitudinal Study of Children Report on baseline data from two-year-old cohort focusing on take-up
From July 2015	Component 2. Study of early years settings, quality, characteristics and processes Interim descriptive quantitative report on data collected from settings
November 2015	Component 4. Value for money Interim report on costs, evidence linking short and longer term outcomes and break-even analysis
Autumn 2015	Component 1. The Longitudinal Study of Children Interim quantitative report 1 Analysis of two and three year old cohorts at three years – early impacts and cohort analysis
From January 2016	Components 2 and 3: Study of early years settings, quality, characteristics and processes and Case studies of good practice Synthesis of quantitative and qualitative findings exploring quality in settings Report of findings from intensive cases studies of good practice
April 2016	Component 5. Qualitative studies of children with SEN/disabilities

	Report of findings from interviews with families and children with SEN and disabilities and findings from interviews within settings
From September 2016	Component 1. The Longitudinal Study of Children Interim quantitative report 2 Analysis of two and three year old cohorts prior to entry into reception – impacts and cohort analysis, particular emphasis on readiness for school.
Early summer 2018	Component 1. The Longitudinal Study of Children Interim quantitative report 3 Overview and syntheses of findings from previous analyses – drawing on all Components of the study Analysis of two and three year old cohorts' EYFS profiles – impacts and cohort analysis.
Summer/Autumn 2020	Final reporting Final overview and synthesis drawing on results from all Components Analysis of outcome measures from NPD including Phonics and KS1 attainment – impacts and cohort analysis Final cost-benefit analysis

7. STAFFING

NatCen Social Research is responsible for the overall design, delivery and quality of the evaluation. Frontier Economics and 4Children will be subcontracted to NatCen to carry out specific components. [REDACTED] will be the academic advisor.

The table below shows the individual and organisation leading on each component of the evaluation who will have responsibility for the design, delivery and strategic direction of the component.

Evaluation Components, Organisation and Lead		
1. Longitudinal Study of Children	NatCen Social Research	[REDACTED]
2. Study of Early Years Settings' quality, characteristics and processes	4Children	[REDACTED]
3. Intensive case studies of good practice in early years settings	NatCen Social Research	[REDACTED]
4. Value for Money study	Frontier Economics	[REDACTED]
5. Qualitative studies of a. Children with SEN/disabilities and b. Children taking up funded early years education with childminders	NatCen Social Research	[REDACTED]

The project director will be [REDACTED]. The evaluation manager will be [REDACTED] from May 2013. Until [REDACTED] is in post, [REDACTED] (Senior Research Director) will be the interim evaluation manager. The evaluation manager will be the main point of contact for the Department and will coordinate the different evaluation strands.

[REDACTED] will oversee the quantitative evaluation and its outputs. [REDACTED] will lead on the qualitative components.

The following NatCen staff will also work on the evaluation:

- [REDACTED], Head of Evaluation for NatCen Social Research. [REDACTED] will lead on the overall design of the evaluation with [REDACTED]. His role is to ensure that the overall evaluation and each of its components are robust.
- [REDACTED] is from NatCen's Operations and Performance Department. He will be the Project Co-ordinator for this evaluation. This is the key function within NatCen's Operations department, managing the operations work flows of survey delivery in the specialist units of Logistics, Data and Printing & Despatch.
- [REDACTED], a Research Director in the Statistics Department, will lead on the evaluation sample design, and will be responsible for the weighting.
- [REDACTED] is NatCen's Director of Marketing and Communications. His will lead on developing the brand for the study so that it has an identity that makes it recognisable to participants (parents, children and childcare and early education providers alike). His team will create branded recruitment and support materials that are attractive and appropriate and a PR campaign, spearheaded by NatCen's national network of interviewers to maximise participation and engagement in the study.
- [REDACTED] (Head of Questionnaire Development and Testing Hub) will provide dedicated support for the evaluation.
- [REDACTED], Senior Research Director at ScotCen Social Research leads the Growing Up in Scotland Longitudinal Study for the Scottish Government. [REDACTED] will act in an advisory role and provide support to the Natcen team.
- [REDACTED], Senior Programmer at NatCen will be the lead programmer on this evaluation. He has large and varied experience of leading programming teams across many large projects including the National Adult Learning Survey, the National Healthy Schools Study and the integrated drugs treatment strategy study.

University of Oxford/Institute for the Study of Children, Families and Social Issues

[REDACTED] is employed part-time at the Department of Education, University of Oxford, and at the Institute for the Study of Children, Families and Social Issues, Birkbeck, where he is Director.

[REDACTED] will be the co-director and academic lead for the evaluation and has set aside 30% of his time for the evaluation. [REDACTED] will be assisted by a Senior Statistician (also based on 30% of post holder's time) who has worked alongside [REDACTED] in the analyses of NESS and EPPE.

Frontier Economics

Frontier Economics will lead on Component 4 of the evaluation – the Value for Money Study. [REDACTED] and [REDACTED] will lead on this element.

4Children

4Children’s Head of Early Years, [REDACTED] will lead Component 2 of the evaluation – the Study of Early Years Settings. A team of around twelve experienced early years specialists will carry out the quality assessments, lead by [REDACTED]. Overall, [REDACTED] has set aside 10% of her time for the evaluation, increasing to 20% during the visit period.

DfE

Until end April 2013, [REDACTED] (Senior Research Officer) will be project manager for the evaluation, replaced by [REDACTED] (Senior Research Officer) from May 2013. The project manager will act as the main point of contact for the Department, overseen by [REDACTED] (Principal Research Officer) and [REDACTED] (Principal Operational Researcher).

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.

In addition, the Project Manager shall set up an Advisory Group for the study consisting of external academics and practitioners with expertise in research methodology, early years research or practice, and primary education. The Advisory Group shall also include analysts and early years policy leads from within the Department.

The Advisory Group will act as external expert advisors to the research project management team in the Department on issues related to the methodology, focus and approach of the study. The Group may also advise the Contractor on methodological or technical issues. The Group will help ensure the Contractor and the Department are aware of the most recent and relevant research ongoing in their particular field of expertise.

The Advisory Group will meet around two to three times a year with meetings organised around presentations of either research tools, findings, issues or reports on progress by the Contractor.

8. RISK MANAGEMENT

Potential risk	Likelihood and impact level	Countermeasures and contingencies
General		
Lack of clarity/poor understanding of project objectives	Likelihood: Low Impact: High	<ul style="list-style-type: none"> • Team have a strong track record in this policy area • Detailed project outline in the ITT/proposal • Close working with DfE at every stage of the project to

		<p>ensure a shared understanding</p> <ul style="list-style-type: none"> • All materials, procedures etc to be signed off by DfE in advance of use • Review any discrepancies immediately so that any misunderstanding is eliminated
Poor project management	Likelihood: Low Impact: High	<ul style="list-style-type: none"> • All members of the consortium are experienced in managing similarly complex studies • Close monitoring of progress so that any potential issues are anticipated early • Early discussion of any areas of concern with DfE to consider contingencies and agree the most appropriate form of action
Lack of communication between DfE and the consortium	Likelihood: Low Impact: Medium	<ul style="list-style-type: none"> • Collaborative working with DfE throughout the project, with emerging issues promptly flagged so that potential solutions can be discussed and actions agreed • Regular updates by telephone/email to the DfE project manager • Regular face-to-face meetings to discuss arising issues • Review suitability of current arrangements and agree how this should be adjusted to meet the needs of all involved
Staff illness/unavailability/ Turnover	Likelihood: Low Impact: Low	<ul style="list-style-type: none"> • Forward planning of research capacity • Sufficient number in large team to cover for absence • Contingencies: • Ability to draw on similarly experienced staff from around the consortium • Briefing of replacement staff by the team member they are taking over from where possible
Risks specific to the project		
Lack of clarity/poor understanding of project objectives	Likelihood: Low Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Detailed project outline in the ITT and reflected in our proposal • Close working with DfE throughout project • All materials, procedures etc signed off by DfE in advance of use • Contingencies: • Review discrepancies immediately to eliminate misunderstanding
Poor project management	Likelihood: Low Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> • NatCen team experienced in managing complex national surveys • Close progress monitoring to anticipate potential issues early • Contingencies: • Early discussion of any areas of concern with DfE
Lack of communication between DfE and	Likelihood: Low Impact: Medium	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Build on excellent existing working relationships

NatCen		<p>between key staff at NatCen and DfE</p> <ul style="list-style-type: none"> • Collaborative working with DfE throughout the project, with emerging issues promptly flagged and acted upon • Regular liaison meetings • Contingencies: • Review suitability of current arrangements
Tight timetable /external delay to timetable (e.g. delay in provision of sample etc)	Likelihood: Medium Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Detailed timetable and responsibilities agreed at outset • Close monitoring of progress to identify potential slippage early • Procedures in place to begin work immediately • Contingencies: • Consider overlapping phases of the research further where possible • Review the timetable with DfE, identify any flexibility in the timing
Staff illness /unavailability/ turnover	Likelihood: low – medium (turnover) Impact: Low	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Forward planning of research capacity • Sufficient number in team to cover for absence • Develop Handbook to record all key decisions • Ability to draw on research resource from large organisation • Efficient recruitment procedures and key staff on 3 month notice periods • Contingencies: • Ability to draw on similarly experienced staff (with experience of similar projects) • Briefing of replacement staff by staff who understand the study well
Given high-profile of study, media/public criticism around methods, results etc	Likelihood: Medium Impact: Medium	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Early engagement workshop with policy colleagues at DfE to anticipate issues • Transparent and publicly accessible documentation of study methods, procedures and outputs. • Contingencies: • Draw on expertise from NatCen Communications in responding to public debate. • Draw on existing relationship between NatCen Communications and DfE Communications
Delays in production of research outputs	Likelihood: Low Impact: Medium	<p>Counter measures:</p> <ul style="list-style-type: none"> • Outputs seminar to ensure shared understanding of aims and focus of outputs • Involving DfE throughout analysis process and informing them of initial results that alter focus or findings • Testing of technology involved in disseminating

		<p>outputs – webinars, digital app etc.</p> <ul style="list-style-type: none"> Contingencies: If changes in focus of outputs, meeting convened with project board and DfE to agree on new direction Sequenced release of reports to allow more time for completion of certain outputs, may also improve impact
Loss of data	Likelihood: Low Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> Restricted access to personal data on the basis of need Secure means of transfer for data passed between parties Encrypted NatCen laptops used by coders Backing up of data on servers to enable retrieval Strict IT procedures to protect NatCen systems Contingencies: Immediate discussions would be held with DfE
IT Failure/other disaster such as flood/fire etc.	Likelihood: Very low Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> Regular (nightly) system of back-ups is carried out Contingencies: NatCen has a comprehensive business continuity management system aligned to BS 25999.

Component 1 - Longitudinal Study of Children

Analysis risks

<p>Effects of offering funded preschool provision to disadvantaged two-year-olds are small and uncertain</p> <p>Anecdotally, many local authorities and providers already provide access to preschool for disadvantaged families, though in rather ad hoc and arbitrary manner</p> <p>The effects of funded statutory provision for two-year olds from low income households are effectively being tested against current practice, not against 'no' funded provision for this group</p> <p>Policy changes make circumstances of the two-year-old and three-year-old cohorts different when they were comparable ages (e.g. EYFS profile changes)</p>	<p>Medium to high</p>	<ul style="list-style-type: none"> We will be clear about the counterfactual conditions funded early years provision for disadvantaged two-year-olds is being tested against We will collect a rich set of covariates and variables that can be used in matching in order to control for background statistical 'noise', thereby attempting to isolate the effects of the key factors of interest to policy, and permitting us to detect differences between 'treatment' and 'control' groups which are policy relevant. Our sampling plan yields large samples for analysis, further adding to our capacity to isolate relationships of interest and draw robust conclusions as to whether funded provision for disadvantaged children at two leads to effects that are policy relevant throughout a child's school career. Moreover, we proposed to supplement analyses of survey data with further limited analysis of administrative records Our analysis plan describes the sophisticated methods of statistical
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		<p>analyses we will implement in order to use our data efficiently and maximise insight for policy</p> <ul style="list-style-type: none"> • The cohorts are only one school year apart so the risk is minimal • Identify factors that are comparable within the measures
<p>Local authorities may use a range of additional criteria to identify children for funded preschool provision from two over and above eligibility for free school meals</p> <p>If we restrict our sampling of the two-year-old cohort to those eligible for free school meals we may miss some 'treated' children. Moreover, we will also miss children in the three year old cohort who may have been eligible within a particular local authority when they were aged two if again we only count as eligible those who would have qualified for free school meals when two</p>	Medium to high	<ul style="list-style-type: none"> • We propose to collect childcare/preschool-use histories from both cohorts at recruitment interviews. This means we can ask parents whether they took up a funded place or were offered one at two years or at some point during the child's second and third years. Thus we can identify children who took up funded places at two regardless of whether they qualified for free school meals. • This will enable us to assess how far local authorities are departing from strict eligibility based on qualification for free school meals, and thereby assess the options for handling these 'departures' in our analysis • For the two-year-old cohort we will liaise with local authorities to understand how they determined eligibility and ask them to provide lists of the children they determined as 'eligible' • For the three-year-old cohort, we will collect rich data at the recruitment interview, which combined with our close working relationships with local authorities and the knowledge we develop of how they are determining eligibility, enable us to model eligibility retrospectively
<p>Eligibility Checking Service can't be used to identify eligibles for 2 year old and/or 3 year cohort or refused permission to use</p>	Medium to high	<ul style="list-style-type: none"> • Contact local authorities to send us lists of eligible 2 year olds and match this to Child Benefit Records • Collect data at recruitment interview which would enable eligibility for the three-year-old cohort to be determined retrospectively
<p>Unable to identify just ineligibles from ECS data for the two-year-old or three-year old cohort - The just ineligible sample are required specifically for the difference-in-differences analysis</p>	<p>Likelihood Medium to high Impact: Low</p>	<ul style="list-style-type: none"> • If the just ineligibles cannot be identified we simply drop the difference-in-differences analysis and continue with the pre/post-test analysis specified that will also enable an estimate of the impact of the two-year-old provision to be identified – this only requires that the eligibles in the two and three-year-old cohorts can be located.
<p>Changes in data processing affect data</p>	Likelihood: Low	Counter measures:

	Impact: High	<ul style="list-style-type: none"> • Build on data processing systems we have in place • Contingencies: • Apply retrospective edits
The data to be analysed is poor quality	Likelihood: Low Impact: High	<p>Counter measures:</p> <ul style="list-style-type: none"> • Early checking of data for coverage and completeness • Several quality assurance points in data processing procedure • Contingencies: • Review the suitability of alternative data sources • Revise analysis plan to reflect what possible
Errors /inconsistencies in survey data	Likelihood: Low Impact: Medium	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Agreeing and implementing range consistency checks • Thorough initial checking of CAPI programme • Checking of early data and interim outputs <p>Contingencies:</p> <ul style="list-style-type: none"> • Liaison with DfE to identify solutions • Update the CAPI program to correct • Clear documentation of any errors or inconsistencies
Complaint relating to data disclosure or handling of survey results	Likelihood: Low Impact: Medium	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Revise analysis plan to reflect what possible • Rigorous procedures for separating results from identifying data. • Clear protocols for handling of data, regularly reviewed and updated. • NatCen data release panel advice on anonymising data prior to archiving/distribution beyond NatCen. • Contingencies: • Consult with DfE and Senior NatCen management • In event of individual failure, take appropriate disciplinary action. • In event of system failure, identify and implement lessons for procedures and practice.
Questionnaire related risks		
Questionnaire/survey materials not ready in time for fieldwork	Likelihood: Low Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Draw on relevant material from other surveys.

		<ul style="list-style-type: none"> • Allocate adequate staff resource • Produce detailed timetable <p>Contingencies:</p> <ul style="list-style-type: none"> • Work closely with DfE to prioritise data requirements
Errors in questionnaire programme	Likelihood: Low Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Follow detailed procedures for programme checking and testing. <p>Contingencies:</p> <ul style="list-style-type: none"> • Work closely with DfE to prioritise data requirements
Future questionnaire longer than anticipated/costed	Likelihood: Low Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Estimate questionnaire length once first draft complete <p>Contingencies:</p> <ul style="list-style-type: none"> • Review cost implications of the longer interview and available budget • Identify problems with length at the pilot, and address this prior to mainstage. • Identify problems at pilot stage and address prior to mainstage
Field related risks		
Errors in sample selection	Likelihood: Low Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Sampling procedures well documented • Double-checked by statistician and research team <p>Contingencies:</p> <ul style="list-style-type: none"> • Review with DfE
Lower than expected response to the surveys	Likelihood: Medium Impact: High	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Motivational interviewer briefings to encourage ownership of response • Carefully designed fieldwork materials • Build on NatCen experience re engaging respondents – key messages for different respondent types • Training and guidance for interviewers on securing participation • Constant monitoring of key response indicators to identify problems early • Diverse incentive strategy <p>Contingencies:</p> <ul style="list-style-type: none"> • Issuing additional sample • Re-approach unproductive cases
Unable to cover fieldwork/slower than expected coverage	Likelihood: Low Impact: Medium	<p>Counter-measures:</p> <ul style="list-style-type: none"> • Well-defined forward plan of fieldwork capacity • Interim fieldwork coverage targets to

		<p>identify potential slippage early</p> <ul style="list-style-type: none"> Contingencies: Briefing of additional interviewers Negotiate extension of fieldwork
Delays in fieldwork (e.g. due to weather other external factors)	<p>Likelihood: Medium Impact: Medium</p>	<p>Counter measures:</p> <ul style="list-style-type: none"> Reduced risk due to covering England only Contingencies: Re-assignment of work to additional interviewers Correction for low response months in weighting
Respondent harm / distress as a result of survey participation	<p>Likelihood: Low Impact: Medium</p>	<p>Counter measures:</p> <ul style="list-style-type: none"> Careful interviewer training around informed consent and written guarantees of right to withdraw from any part of study (during or afterwards) Disclosure of Harm procedures NatCen Guidance on Interviewing Disabled or Vulnerable People Contingencies: Consultation with the client and NatCen senior management. In event of proven failings by interviewer, take appropriate disciplinary action. Public liability insurance.
Delays in data delivery procedures	<p>Likelihood: Low Impact: High</p>	<p>Counter measures:</p> <ul style="list-style-type: none"> Regular staffing and progress reviews Established procedures and experienced team familiar with requirements of the surveying children and their parents Contingencies: Review timetable Staff shadowing so trained staff available to step-in as necessary
Component 2: Study of Early Years Settings		
Number of settings visited doesn't cover a large enough proportion of the sample	<p>Likelihood: low Impact: High</p>	<p>Counter measures:</p> <ul style="list-style-type: none"> large number of settings being assessed clustered sample to reduce overall number plan to oversample larger settings to reduce coverage Contingency Sample by settings in areas where children live
Settings refuse to co-operate	<p>Likelihood: low Impact: high</p>	<p>Counter measures:</p> <ul style="list-style-type: none"> Survey well explained, branded and publicised

		<ul style="list-style-type: none"> Burden on settings minimised
Component 3 - Intensive case studies of good practice in early years settings		
Settings are unwilling to participate in the intensive case studies because of the burden on their time	Low - medium	<ul style="list-style-type: none"> Research visits will be completed in a single day where possible and will be arranged at a time that is most convenient for the setting. A flexible design will allow the research team to accommodate different working patterns, levels of staffing e.g. by using depth, paired or mini group discussions with staff where appropriate. Identify back up settings from the large sample we will be selecting from
Parents are unwilling to participate in interviews	Low - medium	<ul style="list-style-type: none"> Interviews will be conducted with parents by telephone to ensure maximum flexibility and to fit around caring and work responsibilities The sample will be recruited via the setting rather than from the Longitudinal Study of Children to minimise the risk of research fatigue
Component 4 - Value for Money Study		
Errors in sample selection	Low	Sample will be based on previous work and results from 4Children visits and early survey work and so we will have quite a lot of information as the basis for our sample.
Settings are unwilling to participate in the intensive case studies because of the burden on their time	Low-medium	Research visits will be completed in a single day and will be arranged at a time that is most convenient for the setting. A flexible design will allow the research team to accommodate different working patterns, levels of staffing
Settings are unwilling to participate in the intensive case studies because they don't feel they have the data/evidence we need	Low-medium	We will develop a clear template and if needed discuss with centres ahead of the visit, the template itself will be based on what centres feedback to us about what is available and possible to collect
Robust evidence to extend impacts out to employment age is not available	Low-medium	We have reviewed the evidence as part of the proposal and believe there is enough to do the work, plus other research due out while this study is underway. We will use scenarios and ranges where appropriate and include threshold analysis to set out key points where direct evidence is not available
Delays in fieldwork (e.g. due to weather other external factors)	Medium	We have quite a long time period in which to undertake the costing work and so adjustments can be made – the work is being done early in the project but is not needed until later
Component 5: Qualitative studies of a. children with SEN/D and b. childminders		
Unable to identify families with SEN/D from the Longitudinal Study of children, making it	Low	By sampling from the two-year-old cohort follow-up (when aged three), we anticipate that the new 'two-year-old check' carried out by

difficult to select a purposive sample		settings will help identify SEN/D. The obligation to share this information with parents should ensure that SEN/D needs can be picked up in the Longitudinal Study.
Families / settings unwilling to take part in a matched-case design as part of the study of children with SEN/D	Low - medium	Families / settings will be guaranteed confidentiality to encourage agreement to participate in a matched-case approach. However, where consent is not given a back up family would be used
Insufficient information available to sample childminders from local authority lists	Low	Previous research studies have used this approach successfully. A short screener will also be used during recruitment to ensure the sample of childminders matches our sampling criteria
Childminders not wanting to participate	Medium	<ul style="list-style-type: none"> • Flexible telephone interview approach to fit around their working hours • Expand recruitment to more local authorities if necessary

9 DATA COLLECTION

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

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

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

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

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

10. CONSENT ARRANGEMENTS

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

11. PROJECT COMMUNICATION PLAN

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

12. SIGN-OFF OF PROJECT OUTPUTS INTENDED FOR PUBLICATION

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. The Department shall consider the draft final report and provide comments within three weeks of receipt.

The Contractor shall consider final revisions to the draft report with the Project Manager, in 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.

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

- **reports** to include a contents page, executive summary, and bibliography
- **text** left aligned, font size Arial 11, 1.0 line spacing and paragraphs not to be split across pages (where possible);
- **tables and figures** to be numbered sequentially and, where possible, not split across pages; and
- **headers and footers** – headers to contain chapter titles only, and footers to contain centrally aligned page numbers, plus any footnotes.

13. PUBLICITY AND DISSEMINATION

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

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

Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to

access the publication/s. This clause applies at all times prior to publication of the final report.

This clause applies at all times prior to publication of the final report. Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department.

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**Key to Components of the Evaluation:**

- Component 1 – Longitudinal Study of Children
- Component 2 – Study of Early Years Settings
- Component 3 – Intensive Case Studies of Good Practice in Early Years Settings
- Component 4 – Value for Money Study
- Component 5 – Qualitative Studies of Children with SEN/D and Childminders.

Project Milestone	[REDACTED]	Payment Date
2012/13 Financial Years		
<ul style="list-style-type: none"> • Sample design and questionnaire design underway for Component 1 	[REDACTED]	31 st March 2013
TOTAL	180,213	
2013/14 Financial Year		
<ul style="list-style-type: none"> • Sample drawn for Component 1 • Pilot questionnaire completed for Component 1 • Pilot fieldwork completed for Component 1 	[REDACTED]	31 st July 2013
<ul style="list-style-type: none"> • First tranche of baseline interviews underway for Component 1 • Scope and sample design agreed for Component 5 	[REDACTED]	31 st December 2013
<ul style="list-style-type: none"> • Second tranche of baseline interviews completed for Component 1 • Sample drawn and childminders recruited for Component 5 • Scope of Component 2 agreed 	[REDACTED]	31 st March 2014
TOTAL	1,048,177	
2014/15 Financial Year		
<ul style="list-style-type: none"> • Childminder interviews completed for Component 5 • Third tranche of baseline interviews underway for Component 1 • First tranche of 3 year old follow up interviews underway for Component 1 • Visits underway for Component 2 • Draft report on study of childminders for Component 5 	[REDACTED]	30 th June 2014

<ul style="list-style-type: none"> • Third tranche of baseline interviews completed for Component 1 • First tranche of 3 year old follow up interviews completed for Component 1 		31 st August 2014
<ul style="list-style-type: none"> • First tranche of 2 year old follow up 1 interviews underway for Component 1 • VIM sample drawn and contact with settings underway for Component 4 • Report on baseline data for 2 year old cohort focusing on take-up – Component 1 		31 st December 2014
<ul style="list-style-type: none"> • Second tranche of 2 year old follow up 1 interviews completed for Component 1 • Fieldwork complete for Component 2 		31 st March 2015
TOTAL	1,682,439	
2015/16 Financial Year		
<ul style="list-style-type: none"> • Sample of settings drawn and design agreed for Component 3 		31 st May 2015
<ul style="list-style-type: none"> • Cost data collected for Component 4 • Third tranche of 2 year old follow up 1 interviews completed for Component 1 • Second and third tranches of 3 year old follow up interviews completed for Component 1 • First tranche of 2 year old follow up 2 interviews completed for Component • Case studies recruited for Component 3 • Sample design finalised and recruitment underway for SEN/D study – Component 5 		31 st August 2015
<ul style="list-style-type: none"> • Fieldwork with settings and parents underway for Component 3 • Case study fieldwork underway for Component 5 • Descriptive report on early years settings from Component 2 		31 st November 2015
<ul style="list-style-type: none"> • Interim report on costs for Component 4 complete • SEN/D fieldwork with families and settings underway - Component 5 • Interim quantitative report 1 from Component 1 • Fieldwork with settings and parents completed for Component 3 		31 st January 2016
TOTAL	1,033,489	
2016/17 Financial Year		
<ul style="list-style-type: none"> • Second and third tranches of 2 year old follow up 2 interviews completed - Component 1 • Synthesis report on early years settings - Component 2 • Report on Case Studies of Good Practice - Component 3 • Report on Study of Children with SEN/D - Component 5 		31 st July 2016
<ul style="list-style-type: none"> • Interim quantitative report 2 - Component 1 		31 st March 2017
TOTAL	344,098	
2017/18 Financial Years		
<ul style="list-style-type: none"> • Ongoing analysis for Components 1 and 4 		31 st July 2017
<ul style="list-style-type: none"> • Ongoing analysis for Components 1 and 4 		31 st March 2018

TOTAL	198,648	
2018/19 Financial Years		
• Interim quantitative report 3 - Component 1		30 th September 2018
• Ongoing analysis – Component 4		
• Ongoing analysis for Components 1 and 4		31 st March 2019
TOTAL	219,527	
2019/2020 Financial Years		
• Ongoing analysis and reporting		30 th September 2019
• Ongoing analysis and reporting		31 st March 2020
TOTAL	216,886	
2020/21 Financial Years		
Final report drafted		30 th September 2020
TOTAL	57,788	

EVALUATION TOTAL excluding VAT	£4,981,265
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All NatCen's costs are quoted exclusive of VAT. Since NatCen is a registered charity whose activities are not-for-profit, under the VAT (Education) Order 1994 we are classed as an 'eligible' body and are not currently required to add VAT to our charges for research services, provided they are supplied to another eligible body such as a government department or an educational institution. VAT will be charged at the prevailing standard rate at the date of invoice for all other non-exempt services and for services supplied to non-eligible bodies.

The UK has received notification from the European Commission that its VAT exemption for business supplies of research between eligible bodies does not comply with European legislation. HMRC has accepted that this is the case and is currently consulting with affected supplier organisations on a withdrawal of the exemption from 1 August 2013. Therefore, NatCen reserves the right to add VAT to its charges in the event that the exemption is withdrawn.

Expenditure for the financial year 2012-2013 shall not exceed **£180,213** exclusive of VAT.
Expenditure for the financial year 2013-2014 shall not exceed **£1,048,177** exclusive of VAT.
Expenditure for the financial year 2014-2015 shall not exceed **£1,682,439** exclusive of VAT.
Expenditure for the financial year 2015-2016 shall not exceed **£1,033,489** exclusive of VAT.
Expenditure for the financial year 2016-2017 shall not exceed **£344,098** exclusive of VAT.
Expenditure for the financial year 2017-2018 shall not exceed **£198,648** exclusive of VAT.
Expenditure for the financial year 2018-2019 shall not exceed **£219,527** exclusive of VAT.
Expenditure for the financial year 2019-2020 shall not exceed **£216,886** exclusive of VAT.
Expenditure for the financial year 2020-2021 shall not exceed **£57,788** exclusive of VAT.

Total Project expenditure including VAT charged to Natcen by subcontractor shall not exceed **£4,981,265**.

- 2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the department when both parties have signed the paperwork.** The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be sent to the **Purchase to Pay, Shared Services, 3rd floor Companies House Crown Way, Cardiff, CF14 3UW.** The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.

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

End of Schedule Two

SCHEDULE THREE

1. Contractor's Obligations

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

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

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

5. Contractor's Employees and Sub-Contractors

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

Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

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

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 CESSG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the Department's Data should be encrypted to the FIPS 140-2 Standard.
- 8.8 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, it's policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

- 10.1. This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.
- 10.2. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
 - 10.4.1. the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or

- 10.4.2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3. the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4. the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or
 - 10.4.5. there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power; or
 - 10.4.6. the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct; or
 - 10.4.7. the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business; or
 - 10.4.8. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions; or
 - 10.4.9. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes; or
 - 10.4.10. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.5. Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11. Status of Contractor

- 11.1 In carrying out its obligations under this Contract the Contractor agrees

that it will be acting as principal and not as the agent of the Department.

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

12. Freedom of information

- 12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 12.2 The Contractor shall and shall procure that its Sub-contractors shall:
- 12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
- 12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 12.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
- 12.5.1 in certain circumstances without consulting the Contractor; or

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

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

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

13. CONFIDENTIALITY

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

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

13.1.2 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. Amendment and variation

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

17. Assignment and Sub-contracting

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

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

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

19. Waiver

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

20. Notices

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

21. Dispute resolution

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

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

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

22. Law and Jurisdiction

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

23. Recycled Paper

23.1 The Contractor shall ensure that all paper used in the production of reports, documents and other materials arising out of the performance by the Contractor of their duties under this Contract consists of a minimum of sixty-per-cent recycled content of which seventy-five per cent is post-consumer waste.

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.

End of Schedule Three

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

Authorised to sign for and on
behalf of the Contractor

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position and Address

Position and Address

Date

Date

