

THIS AGREEMENT is made on 4th August 2020

BETWEEN:-

- (1) **THE SECRETARY OF STATE FOR EDUCATION** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Department**"); and
- (2) **The Anna Freud National Centre for Children and Families** whose registered office is Kantor Centre of Excellence, 4-8 Rodney Street, London, N1 9JH (the "**Contractor**").

RECITALS:-

- (A) The Department and the Contractor entered into a Contract for Services dated 19th September 2017 with the Department's reference number of **DFE/RPPU2017/015** ("Original Contract") for the purposes of delivering a project on "**CHILDREN AND YOUNG PEOPLE'S MENTAL HEALTH RESEARCH AND EVALUATION PROGRAMME**"
- (B) The Department and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
- (C) The Department's reference number for this Variation Agreement is **Variation 4**

IT IS AGREED as follows:-

1. **CONSIDERATION**

In consideration of each of the parties entering into this Agreement (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Original Contract in accordance with Clause 3.

2. **VARIATION OF THE ORIGINAL CONTRACT**

- 2.1 The parties agree with effect from the date of this Agreement the Original Contract shall be varied as set out in Annex 1 attached.
- 2.2 Subject to the variations set out in Annex 1, the Original Contract shall continue in full force and effect in all respects.
- 2.3 In addition to the amendments set out in Annex 1, the Original Contract shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in Annex 1 of this Agreement, as if such further amendments were also expressly set out in Annex 1.
- 2.4 Except as provided in Clause 2.3 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Department because of this Variation Agreement.

3. **SEVERABILITY**

The provisions of this Agreement are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part

shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Agreement.

4. AUTHORITY AND COSTS

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Agreement.

5. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

5.1 Subject to Clause 5.2 below, this Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Agreement.

6. GOVERNING LAW AND JURISDICTION

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts.

EXECUTED by the parties on the first date in this Agreement.

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

Authorised to sign for and on behalf of the The Anna Freud National Centre for Children and Families

Signature

[Redacted Signature]

Date **5/8/2020**

Name in Capitals

[Redacted Name]

Address in full

[Redacted Address]

Signature

[Redacted Signature]

Date **4/8/2020**

Name in Capitals

[Redacted Name]

Address in full:

[Redacted Address]

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

All references to Schedules and Clauses in this Annex 1 are to Schedules and Clauses in the Original Contract.

REASON

- **To update the work being undertaken during the pause period (Schedule 1)**
- **To reflect this in the milestones in the payment schedule of the contract (Schedule 2)**
- **To reflect agreement for access to additional budget to cover costs associated with over recruitment and retention of schools to ensure trial remains powered to second follow-up**

Due to the COVID19 pandemic, the Department of Education requested the research team cease all fieldwork in schools starting May-September 2020. Any fieldwork deemed essential and necessary during this time would need approval prior to commencing. This time period coincides with the first follow up of both INSPIRE and AWARE for teacher and pupil data and it was not deemed viable to complete first follow up later.

SCHEDULE ONE

TASKS

The tasks to be completed by the contractor are amended as follows.

1. Stopped activities

Research

- All tasks associated with collection of first follow-up data from pupils
- All tasks associated with collection of first follow-up data from school staff

The above includes: sending out surveys and passwords, weekly communication for newsletters with schools regarding survey completion, answering technical queries to facilitate data collection, (e.g. access talking to school IT on how to access surveys)

Delivery

- Delivery of face-to-face training for usual practice schools

2. New activities

Research

- Conduct two systematic literature reviews to determine the effect sizes expected on universal, school-based interventions on the two primary outcomes: emotional difficulties and help seeking. To be submitted for publication in peer reviewed academic journals.
- Provide a full baseline data report on mental health, wellbeing and mental health literacy as well as current provision in schools, including prevalence rates and correlations between all study variables, in order to a) inform understanding of population baseline levels mental

health and mental health literacy (i.e., prior to interventions), and b) to explore the relationship between study variables and to understand pre-existing provision in schools. Each will be considered in terms of overall levels (e.g., compared to other recent datasets to consider any differences)

- Given the trials' success in survey completion rates up to one year follow up, write a paper on engagement with schools for research purposes, which can be used for other DfE funded projects. To be submitted for publication in peer reviewed academic journals.
- Full audit of data and data cleaning, including full checks of data coverage, quality, distribution and internal consistency, in order to review partial completions and full completions to consider any issues with incomplete data and begin planning how to handle missing data, and also whether this impacts the assumptions of power.
- Initial analysis of wave 1 and wave 2 follow-up data to explore CV19 impact on mental health and wellbeing – analysis to be specified and agreed with Project Manager within the Department for Education with advice from the Advisory Group

Delivery

- Adapt prepared face to face training for usual practice schools to online delivery
- Update training to cover changing need in light of COVID-19.
- Deliver online training to usual practice schools starting in the summer term
- Analysis and production of delivery lessons learned report
- Review of feedback received from delivery

Both Research and Delivery

- CV-19 project administration (meeting with DfE, planning ways forward, preparation of related documents and contract variation)

3. Activities pulled forward from Autumn

Research

- Analysis and write up of initial qualitative findings to date based on case study sites

4. Activities pushed back to Autumn

Research

- Sustainability qualitative data collection
- All tasks associated with the collecting finance data

5. Recruitment and retention activities

Additional budget capacity has been made available to cover costs associated with over recruitment of schools to the two trials, and a portion can be used on activities to support retention of schools, (those marked * below and see schedule 2). Costs incurred by these activities will need to be itemised to the department before payment of the invoice. Costs can be claimed for the following:

- Additional payments of school incentives for schools retained above the minimum required numbers
- Costs associated with provision of training for school staff to deliver The Guide, Mindfulness, relaxation or Strategies for Safety and wellbeing interventions in schools above the minimum required numbers
- Costs associated with delivery of YAM in more schools than the minimum required
- Costs associated with completion of data collection
- Costs associated with increasing flexibility of delivery to retain schools that other wise

- would leave the trials*
- Administrative or staff costs associated with providing additional support to schools to allow them to be retained in the trial*

SCHEDULE TWO

The deviation in activity results in the payment schedule being updated from April to September. Milestones are updated to reflect the change in content.

Table 1

Project milestone	Amount	Date
Usual practice training has been adapted for online delivery and signed off for delivery in summer term	██████████	██████████
Wave 1 reports going out to schools		
First stage screening complete for reviews		
Schools invoicing have been opened		
Baseline research report provided to DfE. Draft papers on help-seeking and pupils experiences of mindfulness and relaxation provided to DfE	██████████	██████████
Schools invoicing continuing		
Stage 2 second follow up	██████████	██████████
Further school UP training delivered in Autumn term		
Over recruitment and retention activity*	██████████	██████████
Draft reports submitted	██████████	██████████
Final reports submitted	██████████	██████████
Total invoice for original period	██████████	

*Costs claimed against this milestone will be actual costs incurred and will need to be evidenced and submitted to the department for scrutiny prior to submission of the invoice. Up to £10,000 of costs submitted can be costs incurred through activities associated with retention activities as set out in schedule 1.

Expenditure for the financial year 2020-2021 shall not exceed ██████████ exclusive of VAT

Expenditure for the financial year 2021-2022 shall not exceed ██████████ exclusive of VAT

Total project expenditure shall not exceed £2,614,580 exclusive of VAT