



# Department for Education

**CONTRACT FOR: Decision Making of Adult Learners  
PROJECT REFERENCE NO: EOR/SBU/2017/076**

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) Kantar Public whose registered office is 222 Gray's Inn Road, London WC1X 8HB. ("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/2017/076

## **Commencement and Continuation**

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before **31<sup>st</sup> September 2018**.

## **Contents**

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"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,

	without knowledge of its existence;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " <b>Regulatory Body</b> " shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

**SCHEDULE ONE****1 BACKGROUND**

To improve productivity and social mobility, adults will need to upskill and retrain throughout their working lives<sup>1</sup>. The creation of a National Retraining Scheme is one way the government hopes to achieve this. The Department have recently launched a series of pilots to explore different approaches to engaging more adults in learning. The department is also currently undertaking a review of Level 4/5 qualifications, focusing on how technical qualifications at this level can better address the needs of learners and employers. The findings from this study will shed light on learners' motivations to support the review<sup>2</sup>.

Existing evidence shows that learning declines with age, and that adults commonly cite cost, lack of time, negative attitudes to learning and difficulty of fitting learning in, as barriers to learning. Findings on how adults make decisions on taking up learning, and how those decisions can be influenced through available levers, will be used to inform the design of future interventions to boost participation rates.

**2 AIMS AND OBJECTIVES**

The aim of this research is to gain a detailed understanding of how and why adults decide to undertake learning (or not). The research will use the COM-B model to develop understanding of the drivers for the decisions they take. It will identify the critical points where adults make decisions and what levers are available to policy makers to influence those.

**Specifically, using the COM-B model, the project will answer the following:**

- 1) What influences engagement (and non-engagement) in adult learning opportunities?
- 2) What information sources and networks are potential learners aware of and interacting with?
- 3) What factors facilitate the uptake of adult learning opportunities?
- 4) What factors are barriers to the uptake of adult learning opportunities?
- 5) Are facilitators and barriers consistent across sub-groups of the target population?
- 6) What practical levers exist to encourage more adults into learning? Where, when and with whom are they best to be employed in order to have most impact.

**In addition:**

- 1) As well as stated factors for engagement (e.g. cost and time) the contractor will consider and explore a broad range of influences including, for example, perceptions of capability and consequences, the social context and the environmental context.
- 2) The contractor will map the decision making process/pathway identifying points of opportunity when adults are likely to decide to re-enter learning.

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<sup>1</sup> P94, [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/664563/industrial-strategy-white-paper-web-ready-version.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/664563/industrial-strategy-white-paper-web-ready-version.pdf)

<sup>2</sup> <https://www.gov.uk/government/news/level-4-5-technical-education-to-be-reviewed>

Task	Output	Date Required
Review meeting with the Department		April 2018
Recruitment of non-learners	Screeners, sample frame, protocols for consent in the form of the consent form and data sharing.	April 2018
Development and sign-off of non-learner's topic guides and fieldwork materials	Topic Guides and any activities for group discussions	April 2018
Group discussions with non-learners		April 2018
Final analysis		May 2018
Presentation drafting	Report and presentation outline for sign off and a presentation deck incorporating video/quotes	
Report drafting	1 <sup>st</sup> report draft for any substantive changes	June 2018
Further report drafting	Subsequent draft/s	July 2018
Final report drafting	Final Draft	July 2018

#### 4 METHODOLOGY

##### Inception

On commissioning, an inception meeting will be convened between the research team and the Department to agree the objectives, methodology, key parameters and definitions, and timeline for the research. This will take place 1<sup>st</sup> February 2018. At this meeting, dates for regular "keep in touch" (KIT) meetings and progress reports will also be agreed. The outputs of this meeting will be an inception note and project plan (in the form of a detailed timetable that illustrates all research activities, responsible owners and deadlines).

##### Overall approach

The contractor will carry out three stages of data collection. The first stage will comprise 19 interviews with Level 4 and 5 learners, in time for providing emerging findings by mid-March 2018. The second stage will comprise 20 interviews with Level 2 and 30 interviews with Level 3 learners, prioritising adults from disadvantaged backgrounds, and those with low level skills and qualifications. The third and final stage will involve two group discussions, both involving 8-10 adults that have not done any learning since leaving full time education.

##### Recruitment

The contractor will sample and recruit for the first and third stages using a free find approach, and will use a recruiter, Criteria. The contractor will work closely with Criteria throughout the recruitment process, to ensure that emerging issues are escalated and dealt with quickly, recruitment approaches flexibly adapted, and variables adjusted if necessary. If necessary the contractor will use their own internal recruitment function.

The contractor will generate sample and recruit for the second stage with data provided from the ILR by the ESFA.

Quotas of subgroups of participants will be agreed in the inception meeting and a sample frame for sign off will be provided following the inception meeting. The contractor will screen

## **Video vox pops**

In addition to the face-to-face interviews the contractor will also collect some photo and audio/video data – including a still picture of a participant in their environment and/or video ‘vox pops’ at the end of an interview. The contractor will use the pictures to bring to life case study vignettes that they will use both in Stage 3 and in their reporting to showcase barriers and facilitators. Similarly, the video ‘vox pops’ will provide short, engaging summaries of participants’ journeys back into learning, summarising the key influencers on their decisions, those factors which supported decisions, and those factors that presented barriers and how these were overcome. These will not be videos of the interviews themselves – as this approach would likely affect interview rapport and data quality. Instead, the contractor will allow a short period at the end of interviews to revisit key points of interest, or let the respondent record ‘a message for others thinking about getting back into education’ about their experience.

## **Group Discussions**

Each group discussion will involve 8-10 adult non-learners (over-recruited to allow for drop-outs) recruited free-found using similar methods to that used to recruit Level 4-5 learners. This process will be managed by Criteria, with all prospective participants screened before confirming eligibility and inviting participants to a group discussion.

The group discussions will be held in two separate locations during the evening, although can be flexible about the time of day if needed, for example to accommodate childcare arrangements. These locations will be selected to engage participants from both urban and peri-urban areas (e.g. Sutton Coldfield; Maidstone), and will be held at a central venue such as a hotel or community centre, within reasonable distance of transport hubs.

The contractor will collaboratively draft an approach and full topic guide for the group discussions with the Learning and Work Institute. This will be finalised in collaboration with the department. Prior to drafting the topic guide, the contractor will hold a meeting with the Department in which they will review and update the hypothetical behavioural model, drawing on findings from Stage Two, to ensure the drivers of behaviour among adults returning to learning are explored.

This will include identifying levers and triggers to behaviour change, and factors that help to overcome barriers. In turn, using COM-B, the contractor will identify the different opportunities that may exist to intervene and prompt the consideration/action of non-learners. The group discussions will last 90-120 minutes and comprise three core elements detailed below.

Initially the contractor will ensure participants have the opportunity to share some detail on their own current situation focussing on their life/career experience and future plans (next 5-10 years) to allow participants to identify similarities in their situations and past experiences. Building on this, participants will be asked to identify their ambitions and aspirations (both in life and employment specifically) and to write these on one large sheet of paper so that all aspirations were visible to everyone. The contractor will then lead discussions around the motivations for further learning – what opportunities this provided for people and people’s experiences of undertaking any further learning beyond leaving full-time education. Finally, the contractor will use projective techniques to get participants to individually identify the key blockers and barriers for adults in their situation to more actively investigate and participate in further learning. These will be recorded on the same sheet of paper so people can see the similarities and differences within the group, to reflect on these and how relevant these barriers are for them personally.

subjects. The qualitative material is then summarised from notes into the analytical framework.

The second stage of analysis – turning individual accounts into a thematic story – uses the thematic matrices to identify features within the data. This involves defining concepts, mapping the range and nature of phenomena, creating typologies, finding associations, undertaking sub-group analysis, and providing explanations. The analyst reviews the summarised data; compares and contrasts the perceptions, accounts, or experiences; searches for patterns or connections within the data; and seeks explanations internally within the data set.

The key issues, and the features that underpin them, will then be used as the basis for constructing the research outputs. The contractor will use verbatim quotes to illustrate and illuminate the findings, as well as case studies and other explanatory tools. Throughout the analytical procedures care is taken to ensure that the extraction and interpretation of findings are grounded and based on the raw data rather than on researchers' impressions.

Finally, the contractor will utilise COM-B and the model established at the outset of this project to map what they have discovered about people's decisions and actions onto the model to draw conclusions about which of the factors in it are in fact driving behaviour. The purpose of this **behavioural analysis** will be to ensure that the non-conscious influences on participants' attitudes, decisions and priorities are identified, and their implications for interventions to increase adult learning are understood. This stage is important because it may be that some of the influences initially anticipated are not in fact relevant, and/or that it turns out that one or two factors that were not initially expected in fact emerge as important. As with the construction of the hypothetical model, building the 'real' model also helps us to take a further step: making recommendations for how to leverage or address influences and change behaviour through education, persuasion, control, design or a mix of these, depending on which factors are most significant. This behavioural analysis will be undertaken following Stage Two to inform the approach for Stage Three, and then again at the end of the project to make grounded recommendations for future strategy. Ben Toombs, the contractor's MD and Head of Behavioural Insight, will work with the project team and the projective materials to consider what the non-conscious drivers are likely to be, and what this means for prospective adult learners and the Department.

## Outputs

The contractor will work closely with the Department to understand needs from each stage of the research, to develop structures for all outputs, and to go through drafting stages to ensure that these are as effective as they can be. The contractor will be in regular contact with the Department, updating the Department on progress and emerging findings so nothing is a surprise when reporting. The contractor will provide the Department with the following outputs:

Copies of all research tools for comment and sign-off including sample quotas, recruiter briefings and screeners, consent forms, topic guides, and matrix mapping templates

Regular progress updates (weekly reports and bi-weekly KIT).

A preliminary output of emerging findings around Level 4/5 learners which will take the form of a short (8-10 page) Word report detailing key themes and insights from these interviews

A skeleton report setting out the main headings and subheadings to be included in the report, and including details on the proposed methodology for review and sign-off by the Department

Liaison between Kantar Public and L&W will be managed by James MacGregor and Kelsey Beninger.

**James MacGregor (Kantar, Director):** James is a mixed methods researcher with 13 years' experience in policy, social, and market research in UK and US. He joined Kantar Public from YouthSight, a university-specialist research agency. Before that, he was at Goldsmiths, University of London, as Head of Market Strategy for four years, examining the institution's value propositions in a changing world. While at Goldsmiths, James led numerous projects, including a review of postgraduate fees, a brand review, and the insight work to support the opening of a new business school. James has worked extensively with many government departments (including DfE, DIFD, the Home Office), third sector clients (including Comic Relief, NCVO, University of the Arts London), and private sector clients (including RBS, BP). He is an LSE graduate, Member of the MRS, and a Common Purpose alumni.

**Kelsey Beninger (Kantar, Associate Director):** Kelsey joined Kantar Public in 2015 and brings five years' experience undertaking social policy research for organisations including DfE, Institute for Social and Economic Research, British Red Cross, the Equality and Human Rights Commission, and HMRC. She has expertise in undertaking mixed-methods research to inform strategy/policy and programme development for clients across government and the public and third sectors. Kelsey has managed projects ranging from process and impact evaluations of whole-systems change social care reform in local authorities for DfE to communications testing around evasion and avoidance for HMRC and exploratory studies on the decision-making process to data linkage for the world's largest household panel survey, Understanding Society. Kelsey brings specific experience in working with hard-to-reach groups on sensitive issues. Of relevance to this project, Kelsey has led on a range of behaviour change studies including 'Barriers to Participation in the Census (ONS, 2017)' exploring how select populations could be encouraged to engage with the Census and 'Understanding avoidance scheme users' decision making' (HMRC, 2017) using face-to-face and tele depth interviews and the Kantar Public Behaviour model to improve the experience of settlement and reduce use of tax avoidance schemes. Kelsey has also conducted in-home interviews and ethnographic research with people hearing and/or sight impairments for Ofcom to explore the attitudes and experiences of access service users. Interviews also covered experiences of adult education and careers training because of the life mapping approach to the interviews.

**Dr Ali Digby (Kantar, Senior Research Executive):** Ali joined Kantar Public in 2016 having completed a PhD in Economic and Social History at Cambridge University. She worked for the London School of Economics as a researcher specialising in higher education and at the Economist where she published on contemporary economic and social issues. At Kantar Public, Ali works across qualitative and mixed-methods, covering a range of policy areas such as education, social care, and transport. She has supported on projects ranging from deliberative public dialogues on drones and fracking to exploratory behaviour change research around home energy efficiency for DECC. Of relevance to this proposal, Ali has led and supported on a number of programme and service delivery evaluations for DfE including an evaluation of the delivery of social care services in Slough and an evaluation of Newcastle City Council's Family Insights programme of children social care delivery. Both involved journey mapping with vulnerable adults covering their experience of services over the past 4-5 years.

**Mary Suffield (Kantar, Research Executive):** Mary joined Kantar Public in 2016 after graduating from the University of Sheffield with an MA in International Development. Before joining, Mary completed a range of international qualitative studies including a project exploring concepts of governance in rural Nepal and a project evaluating a gender

**Career Learning Pilots.**

The Department's project manager will be **Ben Jenkins**, responsible for day-to-day contact with the contractor's team.

**Risk 4 – Pressures on the Department resource prevent engagement with Stage 3 group discussions (Likelihood: medium; Impact: low):** One of the key benefits of the contractor's suggested approach is the opportunity for the contractor, L&W and the Department to work collaboratively in interpreting the findings, drawing on COM-B, and to develop hypotheses around behaviour change that can be tested with non-learners, informing potential interventions. Ideally it would be beneficial for the Department to be involved in this process, both to contribute to the contractor's analyses as well as providing some boundaries around the potential intervention opportunities. Should this not be possible the contractor is confident they have the experience and understanding of this policy area to ensure that Stage 3 and the subsequent reporting are not impacted, however it would certainly improve stakeholder buy-in and engagement with the findings should the Department have more active involvement at this point of the project.

**Risk 5 – Providing robust information on the barriers/facilitators and information sources/networks across subgroups (Likelihood: medium; Impact: low):** Given the qualitative nature of this research and the wide range of variables to account for (qualifications being studied, prior educational experience, age, SEG, employment status etc.) it is not realistic to expect this study to provide robust indications of barriers, facilitators and information sources in a statistical sense. However, it will provide the Department with a stronger understanding of the underlying barriers/facilitators (and their relationship with one another) as well as range of information sources used by participants that can help inform the approach and analysis of further quantitative research in this area.

In addition, there are a few risks that apply to all research, for which the contractor have established contingency measures in place:

**Deadlines are not met** – the contractor will sufficient resources and their project management systems are set up to ensure no delay. Some delivery dates will be dependent on the Department meeting deadlines but it is part of the contractor's role to ensure that these deadlines are not overlooked.

**Participant complaints** – the contractor's quality procedures mean the number of complaints is usually very low, if any. Should they receive complaints – either directly or via the Market Research Society - these will first be responded to by the Project Director, with guidance from the Kantar Quality and Information Security Team. Should this not be satisfactorily resolved then the MD or CEO of the contractor will be involved in discussions on the most appropriate course of action to address complaints. Further to resolution the contractor will formally record the complaint and response, including mitigating actions to reduce the likelihood of any similar complaint occurring in future.

**Major disaster** – the contractor has a full disaster recovery plan in place.

**Staff sickness/absence** – the project team will be familiar with all tasks elements of the study, and research tasks can be transferred between team members.

**Change in project staffing** – The contractor's extensive team (across both Kantar and L&W) and quality project management systems mean that any change in staffing can be handled.

The contractor operates a formal succession planning system to manage risks relating to staff and continuity. Senior managers assess the capabilities and development needs of staff against a common set of criteria and identify a succession plan for each individual, either through internal replacement or recruitment. This system ensures that the contractor has a consistent framework for identifying development and recruitment needs, and have the appropriate resources in place to meet the Department's commitments.

## **7 DATA COLLECTION**

The Department seeks to minimise the burdens on learners taking part in research.

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 research 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.

## **11. PROJECT COMMUNICATION PLAN**

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

End of Schedule One

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 **Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ** and/or by email to **APinvoices-DFE-U@sscl.gse.gov.uk**. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 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.

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

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

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

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

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

## **6. Ownership of Intellectual Property Rights and Copyright**

- 6.1 Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in

- 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.

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

part of the Project without additional charge to the Department; or

- 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.
- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.
- 9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

## 10. Termination

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

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:

Commerce gateway review;

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

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

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

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

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

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

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

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

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

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

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

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

16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

- 16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9 The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 16.10 The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

**17. Amendment and variation**

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

**18. Assignment and Sub-contracting**

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

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

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

**20. Waiver**

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

## 26. Project outputs

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

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

Signature

FRANK BOULEY

Name in CAPITALS

DEPUTY DIRECTOR  
SKILLS POLICY ANALYSIS  
DEPT. of EDUCATION

Position and Address

Date

2/2/18

Authorised to sign for and on  
behalf of the Contractor

Signature

DANIEL CLAY  
Name in CAPITALS

Head of Qualitative Research,  
Kantar Public  
222 Gray's Inn Road  
London  
WC1X 8HB  
United Kingdom

Position and Address

2.2.18

Date